



TL Elements - Automation Suite for Revit®

END USER LICENSE AGREEMENT

August 11, 2022

Table of Contents

1. Introduction.....	3
2. Acceptance of this Agreement	3
3. General Definitions.....	3
4. Grant of License.....	4
5. Ownership.....	6
6. Product Features	6
7. Product Limitations	10
8. Maintenance.....	12
9. Warranty Disclaimer	12
10. Limitation of Liability and Indemnification	13
11. Use of Personal Data	13
12. Term and Termination	13
13. Confidentiality.....	14
14. Assignment.....	14
15. Jurisdiction.....	14
16. Changes to this Agreement	15
17. Final Provisions	15

1. Introduction

- 1.1. This *End User License Agreement* defines terms and conditions upon which *eTLipse Computação, Engenharia e Responsabilidade Social Ltda.* is willing to license the *eTLipse Elements - Automation Suite for Revit®* software to *you* as the end-user, regardless of whether the software is directly provided by eTLipse or an authorized distributor.
- 1.2. The acceptance of this Agreement legally binds you to its terms and conditions. So, you should read this document carefully before accepting them.

2. Acceptance of this Agreement

- 2.1. By checking the option "I accept the terms in the License Agreement" during the *eTLipse Elements - Automation Suite for Revit®* installation process or by installing, accessing or using the product and its services by any means, you:
 - a) confirm that you are an authorized user of *eTLipse Elements - Automation Suite for Revit®* and that your installation of the software is legal and permitted under this Agreement;
 - b) acknowledge that you have read and understand this Agreement;
 - c) agree to be bound by the current terms of this Agreement and as updated from time to time.
- 2.2. Without the acceptance of this Agreement, you are not entitled to install or use *eTLipse Elements - Automation Suite for Revit®*.

3. General Definitions

- 3.1. Unless otherwise explicitly stated herein, the following terms will have the meanings ascribed to them below:
- 3.2. **Agreement** means this *End User License Agreement*, the present document;
- 3.3. **TL Elements** or **Product** means the *eTLipse Elements - Automation Suite for Revit®* add-in software, the computer program for which this Agreement is provided;
- 3.4. **eTLipse** means *eTLipse Computação, Engenharia e Responsabilidade Social Ltda.*, the company that develops and grants license for the use of TL Elements and its related services;
- 3.5. **You** means the entity acquiring the product or accepting the terms and conditions of this Agreement as a contractual end-user, being you a physical person, a legal entity/organization, or any permitted assignee or successor in title.
- 3.6. **User(s)** means the individual(s) that install(s) and/or use(s) any of the available versions of TL Elements, being by their own subscription or the authorized subscription of a related entity/organization;

- 3.7. **Data Protection Legislation** means the set of general rules and principles of privacy and personal data protection that are common to laws, directives and regulations about general data protection around the world;
- 3.8. **Documentation** means all the guides, tutorials, policies and agreements relating to TL Elements and its features, provided in text by eTLipse to the user, as updated from time to time;
- 3.9. **Full Version** means a complete version of TL Elements that can be used for the full period and on the defined number of systems for which the Full Version subscription was purchased;
- 3.10. **Full period** means the renewable period of 1 (one) year of a working Full Version, starting from the subscription;
- 3.11. **Trial Version** means a version of TL Elements that can be used for the trial period, with the aim of demonstration and evaluation, allowing the test of all features of the product that are present in the Full Version;
- 3.12. **Trial period** means the period of 14 (fourteen) days of a working Trial Version, starting from the subscription;
- 3.13. **Subscription Service** means the *CumulusGate® Licensing* service from *BIMWERX® Limited*, the third-party cloud service for management of TL Elements licenses and subscriptions;
- 3.14. **Host Application** means the *Autodesk® Revit®* application, the main software that hosts the execution of TL Elements, which is an add-in tool to expand several functionalities of the former;
- 3.15. **API** means *Application Programming Interface*, which is basically a set of code libraries provided by the developer of an application so that other applications may communicate and perform processes with it;
- 3.16. **TL Command** means one of the 5 (five) main features/tools of the product, which can be launched by the use of the Host Application's user interface;
- 3.17. **Bug** means a reported issue that directly results from malfunction of the product as a software, not including issues that result from the limitations foreseen in this Agreement, limitations of the Host Application in its specific running version or the expectation for results that are not described by the features of the product;
- 3.18. **Official e-mail** means the official eTLipse e-mail for customer service and information: info@etlipse.com;
- 3.19. **Official website** means the official eTLipse website: <https://www.etlipse.com>;
- 3.20. **Official guides page** means the webpage with the official eTLipse guides at the official website: <https://www.etlipse.com/guides>.

4. Grant of License

- 4.1. The TL Elements installer file can be obtained by different distributors (including the *Autodesk® App Store*), but the application is only useable via subscription, which offers two different licenses: Trial Version and Full Version. In order to purchase or acquire a

subscription, you must have an account at the Subscription Service. License fees and renewal conditions will be determined by the pricing and subscription policies practiced at the moment of the purchase/renewal.

- 4.2. Internet connection is required for authentication/authorization by the Subscription Service and to access the Documentation and official guides provided by eTLipse. These guides are necessary to fully understand how the features of the product work and what limitations are expected. They can be download at the official guides page.
- 4.3. In case a currently logged user loses internet connection, the application can still be used for 24 hours before another authorization process is required.
- 4.4. Subject to the terms and conditions of this Agreement, eTLipse grants you a limited, non-exclusive, non-transferable, fully revocable worldwide license to allow you to use TL Elements only as a final product, solely for internal use as it relates to your operations. No right to sublicense is granted.
- 4.5. The Trial Version may be installed and used free of charge for the aim of evaluation of the product. After the trial period is over, you are not allowed by the Subscription Service to use TL Elements with the account whose license has expired.
- 4.6. The Full Version allows you to install and use the product on your system for the full period of the license. After the full period is over, you are not allowed by the Subscription Service to use TL Elements with the account whose license is not renewed. You may install the Full Version to the number of systems covered by the purchased subscription.
- 4.7. User access to TL Elements will be activated via Subscription Service and the user credentials are delivered as defined in the respective Subscription Service policy.
- 4.8. TL Elements may be executed only on such hardware which meets the required technical parameters for the running version of the Host Application.
- 4.9. TL Elements requires *Microsoft® Windows® 10* or *Windows® 11* as operational system and one of the following *Autodesk® Revit®* versions as Host Application: *2019, 2020, 2021, 2022* or *2023*.
- 4.10. You shall not:
 - a) use the product and its related services except to the extent permitted in this Agreement;
 - b) adapt, translate, decipher, decompile, reverse engineer, disassemble, modify or by any means alternate or create any derivative work of any part of TL Elements as a software;
 - c) permit any third parties to use the product through your subscription(s);
 - d) market, sublicense, publish, distribute, reproduce, copy, assign, transfer, rent, lease or loan TL Elements as a product; or
 - e) share subscriptions.
- 4.11. eTLipse may modify or discontinue, temporarily or permanently, TL Elements or any portion thereof, with notice (by registered *e-mail*) and in compliance with the time left for any working and valid subscription at the time.

5. Ownership

- 5.1. TL Elements, its trademark, assets and intellectual content, including any and all updates and any authorized copies thereof, are the intellectual property of eTLipse, except where its assets and source code use resources from the Subscription Service or the Host Application and intellectual property from *BIMWERX® Limited* or *Autodesk®* and authorized licensors (that is the case for the *Autodesk® Revit® API* libraries, which are a necessary component for any add-in tool for *Autodesk® Revit®*).
- 5.2. TL Elements and its intellectual content are protected by copyright law (including the copyright laws of Brazil and other countries) and by international treaty provisions.
- 5.3. You acknowledge that TL Elements is provided under license, and not sold, to you. You do not acquire any partial or integral ownership over TL Elements under this Agreement, or any other rights other than to use the product in accordance with the license granted under this Agreement, subject to all terms, conditions and restrictions. eTLipse reserves and shall retain its entire right, title, and interest in and to the product and all intellectual property rights arising out of or relating to it, subject to the license expressly granted to you in this Agreement. You shall safeguard all acquired copies of this software from infringement, misappropriation, theft, misuse or unauthorized access. You agree to keep confidential and use your best efforts to prevent and protect the contents and output of the product from unauthorized disclosure.

6. Product Features

- 6.1. As a product, TL Elements must deliver functionalities regarding its 5 (five) TL Commands for automation of Architecture modelling with model components of the Host Application: TL Filter, TL Walls, TL Frames, TL Parts and TL Xpress. In the user interface of these commands, the user normally has access to 3 (three) subsidiary tools: TL General Menus, TL List and TL Visualization Tools. Also, the user interface in the main windows of TL Elements provides helpful tooltips with descriptions of features that you may invoke by hovering your mouse over the buttons of the application. You should carefully read the content on these tooltips, since it is the most immediate explanation available about the possibilities and limitations for specific features.

6.2. TL General Menus

- 6.2.1. TL Elements presents in its main windows a top menu bar that grants access to general tools and command-specific tools.
- 6.2.2. The general tools are the ones present at the menus of each main window of the application. They are the same for different TL Commands. When a setting of these tools is changed in one command it will keep changed when another command is executed.
- 6.2.3. The command-specific tools are the ones specific to each TL Command of the application. There are specific menu tools for TL Filter, TL Walls, TL Frames, TL Solids, TL Parts and TL Xpress separately.

- 6.2.4. For legal purposes, the features and limitations of TL General Menus are defined not only by the descriptions provided in this Agreement, but also by the official *TL General Menus Guide*, a more specific and detailed document, that can be freely downloaded at the official guides page (no subscription needed). So, by accepting the terms and condition of this Agreement, you confirm that you are aware of the features and limitations of the product as described in the updated content of its freely accessible Documentation as well.

6.3. TL List

- 6.3.1. TL Elements presents lists as the main interface to manage, select and use *Revit®* elements in the operations of its commands. These lists generally present 4 (four) columns. The first is for checkboxes that toggles the selection of elements bound to the items. The second is for the identification number of the element/type in *Revit®*. The third and fourth columns vary based on the available properties of the listed elements (they can expose the element's material, family name, type, level, etc.). A TL List is an interface control with its own tools and core functionalities.
- 6.3.2. For legal purposes, the features and limitations of the TL List are defined not only by the descriptions provided in this Agreement, but also by the already mentioned tooltips of the application and the official *TL List Guide*, a more specific and detailed document, that can be freely downloaded at the official guides page (no subscription needed). So, by accepting the terms and condition of this Agreement, you confirm that you are aware of the features and limitations of the product as described in the updated content of its freely accessible Documentation as well.

6.4. TL Visualization Tools

- 6.4.1. TL Elements presents, in the interface of 4 of its TL Commands, a set of visualization tools to better visualize elements in the *Revit®* active view. Some of these tools will change the visualization status of elements that are checked in any of the lists in the active TL application, others will reset the *Revit®* view or change the elements selection.
- 6.4.2. For legal purposes, the features and limitations of the TL Visualization Tools are defined not only by the descriptions provided in this Agreement, but also by the already mentioned tooltips of the application and the official *TL Visualization Tools Guide*, a more specific and detailed document, that can be freely downloaded at the official guides page (no subscription needed). So, by accepting the terms and condition of this Agreement, you confirm that you are aware of the features and limitations of the product as described in the updated content of its freely accessible Documentation as well.

6.5. TL Filter

- 6.5.1. TL Filter is a tool for filtering of *Revit*® elements by Category, Family, Type and/or Parameter values. We can use multiple filters and choose between "and"/"or" operators for parameter filters combination. The standard TL Elements integrated visualization tools are also available to improve this workflow.
- 6.5.2. For legal purposes, the features and limitations of TL Filter are defined not only by the descriptions provided in this Agreement, but also by the already mentioned tooltips of the application and the official *TL Filter Guide*, a more specific and detailed document, that can be freely downloaded at the official guides page (no subscription needed). So, by accepting the terms and condition of this Agreement, you confirm that you are aware of the features and limitations of the product as described in the updated content of its freely accessible Documentation as well.

6.6. TL Walls

- 6.6.1. TL Walls is a tool for filtering and manual selection of rooms and walls; addition of finish materials to walls by selection or associated rooms; insertion of walls to the external or internal side of existing walls; changing of join type for multiple selected walls; creation of walls, floors and ceilings (only for *Revit*® versions newer than 2021) by selected room; breaking of selected walls into parts and covering of loose wall ends with chosen wall types. You can use the core functionalities of the TL Elements lists to handle elements selection and visualization. The standard TL Elements integrated visualization tools are also available to improve this workflow.
- 6.6.2. For legal purposes, the features and limitations of TL Walls are defined not only by the descriptions provided in this Agreement, but also by the already mentioned tooltips of the application and the official *TL Walls Guide*, a more specific and detailed document, that can be freely downloaded at the official guides page (no subscription needed). So, by accepting the terms and condition of this Agreement, you confirm that you are aware of the features and limitations of the product as described in the updated content of its freely accessible Documentation as well.

6.7. TL Frames

- 6.7.1. TL Frames is a tool for filtering and manual selection of frame elements and walls; insertion of multiple windows/doors in walls at once with the use of parameters of elevation and horizontal offset; sill creation and floors merge by selected frames; moving, flipping and mirroring of multiple frame elements. You can use the core functionalities of the TL Elements lists to handle elements selection and visualization. The standard TL Elements integrated visualization tools are also available to improve this workflow.
- 6.7.2. For legal purposes, the features and limitations of TL Frames are defined not only by the descriptions provided in this Agreement, but also by the already mentioned tooltips of the application and the official *TL Frames Guide*, a more specific and detailed

document, that can be freely downloaded at the official guides page (no subscription needed). So, by accepting the terms and condition of this Agreement, you confirm that you are aware of the features and limitations of the product as described in the updated content of its freely accessible Documentation as well.

6.8. TL Solids

- 6.8.1. TL Solids is a tool that performs checks for intersections, joined elements and cut possibilities, as well as automatic operations of join, cut and join order switching for multiple model elements in *Revit*®. You can use the core functionalities of the TL Elements lists to handle elements selection and visualization. The standard TL Elements integrated visualization tools are also available to improve this workflow.
- 6.8.2. For legal purposes, the features and limitations of TL Solids are defined not only by the descriptions provided in this Agreement, but also by the already mentioned tooltips of the application and the official *TL Solids Guide*, a more specific and detailed document, that can be freely downloaded at the official guides page (no subscription needed). So, by accepting the terms and condition of this Agreement, you confirm that you are aware of the features and limitations of the product as described in the updated content of its freely accessible Documentation as well.

6.9. TL Parts

- 6.9.1. TL Parts is a tool for filtering and manual selection of parts by material; handling of ceilings, roofs and floors as dividing elements for wall parts; automatic replacement and merge of multiple parts; manual or automatic exclusion and offset to multiple parts faces. You can use the core functionalities of the TL Elements lists to handle elements selection and visualization. The standard TL Elements integrated visualization tools are also available to improve this workflow.
- 6.9.2. For legal purposes, the features and limitations of TL Parts are defined not only by the descriptions provided in this Agreement, but also by the already mentioned tooltips of the application and the official *TL Parts Guide*, a more specific and detailed document, that can be freely downloaded at the official guides page (no subscription needed). So, by accepting the terms and condition of this Agreement, you confirm that you are aware of the features and limitations of the product as described in the updated content of its freely accessible Documentation as well.

6.10. TL Xpress

- 6.10.1. TL Xpress is a tool to perform the automatic building of Architecture models out of rooms, separation lines and user preferences; automatic application of wall finishes and insertion of frames; optional and automatic join of wall, floor and ceiling elements; optional and automatic creation of wall parts. Basically, it is a way to run a streamlined

single execution of several commands of the TL Elements application. You can use the core functionalities of the TL Elements lists to handle rooms selection.

- 6.10.2. For legal purposes, the features and limitations of TL Xpress are defined not only by the descriptions provided in this Agreement, but also by the already mentioned tooltips of the application and the official *TL Xpress Guide*, a more specific and detailed document, that can be freely downloaded at the official guides page (no subscription needed). So, by accepting the terms and condition of this Agreement, you confirm that you are aware of the features and limitations of the product as described in the updated content of its freely accessible Documentation as well.

7. Product Limitations

- 7.1. As stated in previous paragraphs, the use of TL Elements features is subject to certain limitations. Aside from the specific ones described in the official guides for the product, there are general limitations that every user should be aware of.
- 7.2. TL Elements is, in essence, an automation tool for the Host Application, therefore, all operations performed by its features consist in the execution of multiple native operations (that could be manually done in the Host Application in a long and repetitive process) at once and in an organized workflow, controlled via user interface. So, the product will not perform any operation that is not allowed or available to be manually done in the Host Application. TL Elements allows the user to use the existing native features in a highly more productive way. It does not create new ones.
- 7.3. The Host Application has a variety of rules for visualization, selection and manipulation of its model elements. TL Elements will not work properly if the intended operation involves the selection/visualization/modification/deletion of elements that cannot be selected/visualized/modified/deleted in the active Host view due to an eventual setting of filter, phase or view template. This can be exemplified by the impossibility of selection of elements of the *Rooms* category in 3D views or elements of the *Parts* category in views with the visibility parameter for parts set as "Show Original".
- 7.4. The visualization tools in TL Elements operate with non-temporary hiding and isolation of elements in the active view of the Host Application. This means that the native "Reset Temporary Hide/Isolate" button will not re-establish the visibility of the elements hidden or isolated by the product. In order to achieve this, the *Reset View* feature of the visualization tools of TL Elements must be used (be aware that any element temporarily hidden or isolated by the user will be re-established as well when this feature is used).
- 7.5. TL Elements works with the project template currently used by the user. This means that every list of materials, family types, parameters and categories in the application will expose data from items currently loaded in the open *Revit®* project. Projects with excessive amounts of parameters and loaded resources will cause slower performances by the product. Projects with fewer parameters and loaded resources will provide faster performances, on the other hand. So, it is very important to use wise, optimized and well-planned project templates and families.

- 7.6. The majority of TL Elements features that are focused on elements retrieval provides tools for automatic overriding, addition or removal of elements from lists. However, due to eventual technical limitations in some cases, the result of the retrieval may not attend the user's expectation. For these cases TL Elements provides an alternative retrieval tool to complement or replace the automatic retrieval by a manual selection.
- 7.7. Some categories of elements in the Host Application present subclassifications that are not supported by the features of TL Elements. One example are the elements of *Curtain Wall*. Although they are in the *Walls* category, they are not supported by TL Walls features that applies finish layers and additional walls as finishes to existing walls, since this process only makes sense to *Basic Walls*.
- 7.8. The use of elements with complex and organic geometry (like curved and slanted walls, components resulted by the use of the *Mass* tool and complex or curved roofs, ceilings and floors) may return unexpected results or errors, since the API of the Host Application provides less consistent tools to handle their geometry. TL Elements is an automation tool to replace repetitive and basic processes primarily operating with basic components. The handling of more complex elements in projects is not directly in its scope.
- 7.9. TL Elements is developed to work with the proper and expected use of categories in the Host Application. Elements that are modelled *in loco*, as well as elements modelled as a "work-around" in a different category (like ceilings and benches modelled with the *Floor* tool) will probably present unexpected results or errors if used in processes of the product.
- 7.10. The use of elements with modifications in different phases may result in errors due to limitations and impossibility of alteration of elements with their geometries being locked by multiple phases of the project (very common in walls with nested elements). In some cases, the retrieval/operation will be done with a simple warning of the Host Application, but in other cases, the operations may have to be cancelled due to the mentioned limitations.
- 7.11. It is recommended the use of specific walls for each edge of a room when performing operations of wall finish application based on rooms. It is ideal that each wall of each room does not extend beyond the limits of the respective room. It is very advisable that you use the *Split* feature in *Revit®* to divide any continuous wall in this situation. This is important because every operation with rooms in TL Walls is made by room. If a wall happens to enclose more than one room by only one of its sides, any operation of finish application or internal wall insertion will be performed twice (the last will override the first execution) or a conflict will take place and only one or none of the operations will be executed.
- 7.12. The specific feature for ceilings creation in TL Walls is only available for post-2021 *Revit®* versions due to limitations in the *Revit® API* for previous versions.
- 7.13. Regarding the specific feature for floors creation in TL Walls, in pre-2022 *Revit®* versions, any opening in a created floor will be executed by placing an actual *Opening* (a *Revit®* native feature) on such floor. In *Revit® 2022* and following versions, each opening is executed by a sketch inside the floor outline, just like manually done.
- 7.14. The frame insertion feature in TL Frames will work properly with door/window families with insertion points at the center of the family and aligned to the host level, otherwise, the parameters of elevation and horizontal offset may cause unexpected frame insertions.

- 7.15. The solids operation capabilities of TL Solids are restricted to how the Host Application manages the interaction between the geometries of elements based on their respective categories. So, for example, solids operations with segments of geometry of MEP elements are not supported. Such categories can be selected in TL Solids mostly for checking purposes.
- 7.16. It is advisable that the TL Solids and the TL Parts commands are used after the modelling processes with the other commands are done, since solid operations and parts creation modify geometric properties of the original elements and these modifications may hinder the analysis and process of the modelling tools. For example, the application of new finish layers to walls that already have associated parts is considerably slower than the application on walls that are not broken into parts.
- 7.17. The keyboard shortcuts used by TL Elements may need sometimes that the user click the TL Elements interface to properly work. This happens because the product is an add-in tool, working under the allowance of the processes of the main Host Application, which is the priority for this type of event.
- 7.18. TL Elements is a product consumed via subscription. This means that it is constantly evolving. If a desired feature is not yet implemented, significant feedback from users can result in the implementation of said feature in future versions. The same applies to the solving of software limitations. Some features that are not currently viable due to *Revit® API* limitations, for example, can be implemented in the future, if future versions of the API solve these limitations.

8. Maintenance

- 8.1. Maintenance consists in technical support provided by *e-mail* to solve *bugs* that are reported by the user to the *official e-mail* and result directly from the use of the product as a software, if the solution is technically possible and does not affect the proper functioning of other features of the product.
- 8.2. Maintenance is included in Full Version licenses purchased via Subscription Service, and, in such cases, the Maintenance period shall coincide with the full period of the license, including each renewal of the subscription, until expiry or termination of the license.
- 8.3. Maintenance requires the use of the latest version of TL Elements. Older versions are not supported.
- 8.4. Maintenance is not included in Trial Version licenses.

9. Warranty Disclaimer

- 9.1. You use the software at your own risk. The product and the maintenance are provided "as is" and "as available", with no further warranty and with exclusions of the statutory liability for defects to the widest extent permitted by the applicable law. Neither eTLipse nor the product distributors make any other warranties in relation to the product or the documentation, express or implied, statutory or otherwise, including but not limited to warranties of merchantability, title, fitness for a particular purpose or non-infringement, satisfactory quality,

non-interference, the accuracy of informational content or arising from a course of dealing, law, usage, or trade practice.

- 9.2. eTLipse does not guarantee any specific results from the use of the product. eTLipse makes no warranty that the software will be uninterrupted, free of viruses or other harmful code, timely, secure, or error-free. Rendering of any support services or technical or other advice or service by eTLipse, its dealers, distributors, agents or employees, or any third-party, shall not create a warranty or in any way increase the scope of this warranty and you may not rely upon such service, information or advice.

10. Limitation of Liability and Indemnification

- 10.1. To the full extent allowed by law, eTLipse disclaims and excludes for itself and its distributors any liability, whether based in contract, tort (including negligence and strict liability), or otherwise, for incidental, consequential, indirect, special, or punitive damages of any kind or for loss of revenue or profits, loss of business, loss of information or data, or other loss arising out of or in connection with the sale, installation, maintenance, use, performance, failure, or interruption of TL Elements, even if eTLipse or its distributors have been advised of the possibility of such damages, and limits its liability to replacement, repair or refund of the purchase price paid, at the company's option.
- 10.2. The maximum monetary liability for damages of eTLipse under this Agreement or in connection herewith shall be limited to, and shall not exceed, an amount corresponding to the current license fee value paid by you for the product.
- 10.3. This disclaimer of liability for damages will not be affected if any remedy provided herein fails its essential purpose.

11. Use of Personal Data

- 11.1. eTLipse's Privacy Policy for TL Elements is published and can be accessed at any time via *Help* menu in the application or at the official web page:
<https://www.etlipse.com/tlelements-documentation>.
- 11.2. Where your consent with processing of personal data is required by Data Protection Legislation, you shall be asked for such consent separately. This Agreement itself and its acceptance by you does not constitute or replace your consent with the processing of any personal data.

12. Term and Termination

- 12.1. The Trial Version is effective for 14 days starting from the moment of the subscription. Your rights under this version will be terminated by eTLipse automatically after the trial period is over.

- 12.2. The Full Version is effective until the end of the annual period for which the Full Version was purchased. The start of the defined period for a Full Version license is determined by the Subscription Service policy.
- 12.3. This Agreement is effective from the date you first use the product and shall continue until terminated. You may terminate it at any time upon notice to the *official e-mail*. It will also terminate immediately if you fail to comply with any term of this Agreement. Upon such termination, the licenses granted by this Agreement will immediately terminate and you agree to stop all access and use of the product.

13. Confidentiality

- 13.1. You, and all authorized users by extent, agree that during and after the existence of this Agreement it will hold in strictest confidence and will not use for any purpose unrelated to its performance of this Agreement or disclose to any third party, any confidential information or intellectual property of eTLipse. The restrictions on disclosure imposed by this paragraph shall not apply to information that is required by law or order of a court, administrative agency or other governmental body, provided that in each such case you provide eTLipse with prompt notice of such order or requirement and reasonably assists eTLipse in obtaining a protective order or other appropriate relief.

14. Assignment

- 14.1. You may not assign or transfer your rights under this Agreement. Any purported assignment or transfer in violation of this paragraph is void.
- 14.2. eTLipse may, without consent, assign this Agreement to an entity merging with, consolidating with, or purchasing substantially all assets or means of production related to the product, provided that the assignee shall assume all rights and obligations under this Agreement.

15. Jurisdiction

- 15.1. Each party agrees to negotiate in good faith to resolve any dispute regarding this Agreement and the legal use of the product.
- 15.2. If the negotiations do not resolve the dispute to the reasonable satisfaction of both parties, any dispute, claim, or controversy arising out of or relating in any way to this Agreement and the legal use of the product shall be finally resolved by courts or arbitral bodies. In this respect, and provided that such choice of jurisdiction is allowed by the applicable law, you agree that the disputes will be settled by the relevant court with the jurisdiction over the place where the seat of eTLipse is or will be located.

16. Changes to this Agreement

- 16.1. eTLipse reserves the right to update and change the terms of this Agreement and all changes are effective upon their publication or delivery.
- 16.2. By accepting this Agreement, you further acknowledge and expressly agree that the TL Elements updates may not be provided to you without the approval of the new Agreement terms, which is performed by checking the option "I accept the terms in the License Agreement" during the installation/update process or by installing, accessing or using the updated version of the product and its services by any means.
- 16.3. Notwithstanding the above, eTLipse is entitled to amend the terms of this Agreement or to add new provisions thereto if, according to the opinion of eTLipse, in its sole discretion, a need for such changes or amendments arises. For the avoidance of doubt, a need for changes or amendments shall arise, where it is necessary to add new rights and obligations or change or adjust the wording of certain rights and obligations of parties in connection with:
- a) a change in legislation;
 - b) a change of available technologies, or
 - c) a change of eTLipse's business policy.
- 16.4. When not a part of a product update and in the aforementioned cases, the wording of changes and/or amendments, or the entirety of the amended Agreement, shall be sent to you at least 2 (two) months prior to the proposed effective date of such amendment. If you do not agree with the proposed amendment, you shall be entitled to terminate this Agreement, effective as of the day immediately preceding the effective date of the proposed amendment, by a notification delivered to the *official e-mail* at the latest by the aforementioned effective date.
- 16.5. If you do not notify eTLipse of your termination of this Agreement in accordance with the previous paragraph, then the amended Agreement becomes binding and effective towards yourself as from the effective date stated in the given amendment to this Agreement.

17. Final Provisions

- 17.1. This Agreement and all terms and conditions stated therein supersede all license terms included in any prior agreements between you and eTLipse pertaining to current or prior versions of TL Elements. Any terms or conditions in any such prior agreements, currently in force and effect, which are inconsistent with the terms or conditions of this Agreement are hereby specifically agreed to be modified and conformed to this Agreement.
- 17.2. If any provision of this Agreement shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect any other provisions of this Agreement and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect. The parties hereby agree to attempt to substitute any invalid or unenforceable provision referred to above with a valid or enforceable provision which achieves the greatest possible extent of the economic, legal, and commercial objectives of the invalid or unenforceable provision. If the parties are

unable to agree upon substitute provision(s) referred to above, and the invalid or unenforceable provision(s) deprive(s) either party from a substantial benefit originally envisaged by it, the affected party has the right to immediately terminate this Agreement by *e-mail* notice, as stated in the *Term and Termination* section of this Agreement.

17.3. A freely accessible version of this Agreement can be accessed at any time at the official web page: <https://www.etlipse.com/tlelements-documentation>

17.4. For any questions concerning this Agreement, you may visit eTLipse's [official website](#) or make contact by the [official e-mail](#).

This version of the Agreement is valid since August 11, 2022.

