KNX Tools Software License Agreement

Software-License Agreement for KNX Tools/December 2025, Version 6.18

General Statement

ATTENTION! PLEASE READ THIS SOFTWARE LICENSE AGREEMENT CAREFULLY BEFORE:

A. Installing any *KNX Tool* provided by KNX Association via KNX or other web site or any other storage media.

B. Unlocking any *SOFTWARE PACKAGE* with a permanent or time-limited license, obtained from *KNX Association*.

BY PERFORMING ANY OF ABOVE MENTIONED ACTIONS UNDER POINT A OR POINT B YOU CONFIRM THAT YOU AGREE WITH THE TERMS AND CONDITIONS OF THIS SOFTWARE LICENSE AGREEMENT AND WILL THUS BE DEEMED AS ACCEPTED BY YOU.

IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OF THIS SOFTWARE LICENSE AGREEMENT YOU ARE NOT ALLOWED TO INSTALL THE SOFTWARE ENUMERATED UNDER POINT A OR TO UNLOCK THE SOFTWARE PACKAGES ENUMERATED UNDER POINT B IN ANY CASE.

Details

Definitions:

"Software License Agreement" shall mean the current document.

"KNX Association" shall mean KNX Association cvba, Diegem/Brussels.

"KNX Member" shall mean regular Member of the *KNX Association* as defined by the *KNX Association's* statutes

"Licensee" shall mean the rightful user of the installed and/or unlocked *Software*.

"KNX Tool" shall be a global term to denominate any type of single KNX *Software License*.

"License" shall mean the non-exclusive and non-transferable right granted by *KNX Association* to a *Licensee* to use the following software: *ETS, ETS Inside, ETS App* or *Manufacturer Tool* according to the terms and conditions stipulated below, and for the purposes and the applications as set out in the *Software documentation*. It is in a form of a textual key and it can either be permanent or time-limited, generated via the mechanisms implemented in the MyKNX platform.

"Software" shall mean the operational software in general with all its supporting components; with one of the underneath prefixes, the term shall denominate a specific *KNX Tool*. Without prefix, the term shall denominate any *KNX Tool*.

- "ETS"
- "ETS Home"
- "ETS App"
- "Falcon"
- "Manufacturer Tool"

"Software documentation" shall mean the help file either as part of the *Software* or as part of a public web hosted repository and all other manuals, user documentation, and other related materials pertaining to the *Software* which are furnished to *Licensee* by *KNX Association* in connection with the *Software*.

"SOFTWARE PACKAGE" shall mean the *Software* including the *Software documentation*; with one of the underneath prefixes, the term shall denominate a specific *KNX Tool*. Without prefix, the term shall denominate any *KNX Tool*.

- "ETS"
- "ETS App"
- "FALCON"
- "MANUFACTURER TOOL"

KNX ETS App Functional extension to the ETS developed by *KNX Association*

Third Party ETS App Functional extension to the ETS developed by a *KNX Member*

Grant License:

ETS SOFTWARE PACKAGE, MANUFACTURER TOOL SOFTWARE PACKAGE and KNX ETS App:

(0) Provided the *Licensee* has paid the relevant *License* fee, *KNX Association* grants the *Licensee* a *License*.

- For a single purchased License type called 'cloud', which can be used on multiple computers owned or controlled by the *Licensee*, provided that each computer is activated for use via the mechanisms implemented in the MyKNX platform and subject to the technical limits described in the *Software documentation*. The *Licensee* may activate or deactivate the cloud *License* on different computers. Simultaneous use on more than one computer at the same time is not permitted.

- For a single purchased License type called 'dongle', which can be used on multiple computers by individually plugging the dongle into the computer on which the Software is used.

- In conjunction with the *ETS Home*, the *Licensee* has the right to create one single project with the acquired *License*. Should *KNX Association* establish that the Licensee violates this stipulation of the *Software License Agreement,* it may additionally renounce any support to the *Licensee* for the additional projects that were created with the ETS Home License.

- After a time-limited *License* expires, the *Licensee* renounces every right expressed in this *Software License Agreement*. The *Licensee* may request a renewal of the time-limited *License*, in written form, which is at the discretion of *KNX Association* to confirm.

(1) Provided the *Licensee* has paid the relevant *License* fee, the relevant *KNX Member* according to its own license agreement grants the *Licensee* a non-exclusive and non-transferable right to use the *Third Party ETS App* according to the terms and conditions stipulated below, and for the purposes and the applications as set out in the *Software documentation*.

- For a single purchased License type called "cloud" which can be used on one single computer upon activation on the related computer or for a single purchased *License* type called "dongle" in conjunction with more computers, on which this *License* can be used individually by plugging the dongle into the related computer.

(2) The *Software* is designed to work:

- with a cloud license that may be activated on multiple computers belonging to the *Licensee*, one active use at a time, in accordance with the activation/deactivation process and technical limits described in the *Software documentation*.

- with the dongle directly attached to a local USB port on the local hardware running the *Software*. Neither the dongle firmware nor the *Software* are designed or tested to operate with a dongle attached to a remote network USB dongle server. Even though in practice the *Software* might work with a USB dongle licence server in a local network environment (LAN only, not via internet), *KNX Association* neither recommends it, nor provides support for any licensing issues with dongle servers involved.

- *KNX Association* reserves the right to restrict the sales of dongles for specific *Software types* without prior notice as long as there is a License type "cloud" available for them.

LICENSE TYPES AND CONVERSION:

(1) The *Software* is offered with two *License* types only: 'cloud' and 'dongle'. The *Licensee* selects the *License* type at purchase and acknowledges that the chosen *License* type determines the technical method by which the *Software* is activated and used.

(2) A *License* purchased as 'cloud' may, where offered in the MyKNX platform, be converted to a 'dongle' *License* by activating the dongle.

(3) Once a dongle *License* has been activated in the MyKNX platform, the *License* becomes permanently associated with that dongle and cannot be converted back to a cloud *License*. This restriction is due to the non-transferable, hardware-bound nature of dongle activation.

(4) *KNX Association* may, at its sole discretion, provide assistance in exceptional cases where the *Licensee* demonstrates that the conversion to dongle was performed accidentally and requests correction without delay. Such assistance is a voluntary customer service gesture and does not create any right or precedent for future cases.

FALCON SOFTWARE PACKAGE:

(3) The *Falcon Software* is free of *License* fees and can be obtained from the KNX. The *KNX Association* grants the *Licensee* a personal, non-exclusive and non-transferable right, to reproduce and distribute copies of the *Falcon Software* solely to end-users who purchased or obtained the software product, which the *Licensee* created using the *Falcon Software*.

(4) The *Licensee* has the right to moreover use the *Falcon Software* to produce software products based on *Falcon Software* on behalf of a third party intending to distribute copies of this software product developed by the *Licensee* to its end-users.

- The *Licensee* remains solely responsible for support, service, upgrades, and technical or other assistance, required or requested by anyone receiving such *Falcon Software* copies or sample applications as part of the software created by the *Licensee*.

- The *Licensee* shall not use the name, logo, or trademark of the *KNX Association*, or the *Falcon Software*, without written permission from the *KNX Association*.

- The *Licensee* shall defend, indemnify and hold the *KNX Association* harmless against any claims or liabilities arising out of the use, reproduction or distribution of *Falcon Software*.

Withdrawal

The Licensee acknowledges that the right of withdrawal from the purchase of the *Software* is lost as soon as a *License* type 'cloud' or 'dongle' is activated in the MyKNX platform, in this way unlocking the installed *Software* for further use by the Licensee.

In case the *License* has not been activated in the MyKNX platform and if the *Licensee* wishes to opt to withdraw from the purchase of the *License*, a request shall be filed with *KNX Association* within fourteen (14) days after the purchase of the *License*. In the case

of a 'dongle' license, after acknowledgment of this request by *KNX Association*, the *Licensee* shall return the 'dongle' to *KNX Association*. After reception of the 'dongle', *KNX Association* will proceed to the refund of the paid *License* fees.

Limitation on use:

The *Licensee* does not have the right to reverse engineer or otherwise reconstruct the source code of the *Software* or any part of it or make further copies of the *Software* and/or the *Software documentation* or parts thereof.

The *Licensee* does not have the right to rent, lease, sub-license, sell, distribute, loan or otherwise let out the *Software* to third parties; additionally to - copy, modify, adapt, merge, translate or create derivative works based on the whole or any part of the *Software;* except with written approval by *KNX Association*.

It is not possible to transfer the *License* from a current *Licensee* (private user) to a third party (private user). A license can be transferred from a personal account to a company/organization account. Licenses can be transferred within the same organization. KNX Association reserves the right to accept a license transfer if it is considered to have a valid reason.

The license and software can be used without limitation in time under the following conditions:

- The installation is made by the licensee on machines complying to the system requirements of the licensed ETS software version.
- The licensee did not buy an upgrade to a newer version of the software.
- The software is not officially discontinued by KNX Association, also implying that the support for this version has not been discontinued.

The limitation for copying, distribution and creating derivative works does not apply for KNX projects created or exported with the *ETS Software*, e.g. a KNX project export executed by means of *ETS*, a project print out or a backup of KNX projects.

The limitation for copy, distribution and create derivative works does not apply to the *Falcon Software. In this case, copying*, distribution or usage in own created *SOFTWARE PACKAGE*'s is allowed according to the conditions as set out in chapter 'Grant license', part (1). Other limitations stated above however remain untouched.

The *Licensee* may copy the *Software* in part or in whole on another medium only for backup and/or recovery purposes. The *Licensee* moreover accepts to only use KNX/EIB registered and/or certified products in projects realized with the *Software*. The limitation related to registered and certified products does not apply for the function available in the *Manufacturer Tool Software* for the creation and testing of not yet registered and uncertified products in the *ETS Software*.

The *Licensee* agrees not to use the acquired *License* to the detriment of the KNX system. This applies especially for the *Falcon Software*, which the *Licensee* has acquired for himself or on behalf of third parties for a development for his own account or for that of others.

Property, Secrecy:

Both the *Software* and the *Software documentation* are company secrets of *KNX Association* and/or its licensors and/or protected by copyright and other rights, of which *KNX Association* and/or its licensors remain the owners. *KNX Association* and/or its licensors are the owner of the title, copyright and all other proprietary rights in each *SOFTWARE PACKAGE* and all parts and copies thereof remain vested in KNX Association and/or its licensors.

The *Licensee* acquires no title, right or interest in the *SOFTWARE PACKAGE* other than the *License* granted herein.

The *Licensee* will not remove any trademark, trade name, or copyright notice from *SOFTWARE PACKAGE* or copies thereof received under this *Software License Agreement* and from any backup copy and/or any portion merged into other programs

Confidentiality:

The *SOFTWARE PACKAGE* is delivered to the *Licensee* on a confidential basis and the *Licensee* is responsible for taking all steps necessary to ensure the continued proprietary and confidential nature of these both packages. In particular, the *Licensee* shall not disclose, sub-license, rent, assign, lease or transfer under any form the *SOFTWARE PACKAGE* to any third party.

Changes, updates:

The *SOFTWARE PACKAGE* is subject to changes by *KNX Association* and/or the *KNX member*. This *Software License Agreement* does not grant the *Licensee* any right to or *License* for any improvements, modifications or updates to the *Software* or *Software documentation* or other support services. The *Licensee* can purchase such support services against payment at *KNX Association* or at the *KNX Member*.

Guarantee:

In case the *ETS Software* is licensed via dongle, a guarantee period for the purchased dongle of 2 years starting from the invoice date applies. The *Licensee* can initiate via his MyKNX account in the sub menu 'Products' a replacement of a defective dongle. The guarantee does not apply if it can be proven that the dongle was damaged by improper use. In this case and/or if the guarantee was exceeded, a replacement dongle needs to be purchased against payment.

The *Software* and the *Software documentation* are delivered to the *Licensee* in the indicated version. In case of granting a permanent *License* for the *Software* the guarantee period of the *Software* is six (6) months, starting with the date of sending the permanent *License* itself.

For *Software*, which will be not licensed with a *License KNX Association* will not grant any warranty.

For *Third party ETS Apps*, the warranty is given in the license agreement of the *KNX Member* and the further paragraphs in this clause 'Guarantee' do not apply.

The *Licensee* shall report any possible defects immediately to *KNX Association* in writing, i.e. all immediately identifiable defects within ten (10) days after delivery. If no written complaints are submitted within the specified delay, claims for such defects can no longer be derived against *KNX Association*.

The *Licensee* agrees to promptly inform *KNX Association* of any security vulnerabilities, weaknesses, or other potential threats discovered in the *Software* or its components. Such reports should be submitted in writing via the official contact channels provided by *KNX Association*. Timely reporting enables *KNX Association* to assess, address, and mitigate risks to the integrity and security of the *Software* and its users. *KNX Association* appreciates the cooperation of *Licensees* in maintaining the security of its *Software*.

During these six (6) months, *KNX Association* guarantees the following: the proper replacement of the *Software* in case of guaranteed defects; that the respective version of the *Software* operates according to the included *Software documentation* and can be run on computers complying to the system requirements given by *KNX Association*. The guarantee is ensured by a substitute delivery of the *Software* as *Licensee's* sole and exclusive remedy.

If the substitute delivery does not reach the *Licensee* or if the delivery cannot be ensured within thirty (30) days, the *Licensee* has the right to request the cancellation of the *Software License Agreement* or a rebate on the paid *License* fees. No guarantee is made that the *Software* or its data structures are free of bugs. The guarantee neither applies to failures arising from improper handling or any other reasons out of the influence of *KNX Association* and without written consent by *KNX Association*. Any other guarantees are excluded. After the binding conclusion of the *Software License Agreement*, returning and/or refund of the *License* fee – for whatever reason - are excluded.

The *Licensee* is held responsible for handling any project data generated via the *KNX Tool*. Protecting this data from damage or loss can be achieved by means of standard project export or by performing a project archive to an external drive. The *Licensee* shall ensure that the accessibility to this data is restricted to him. Any request by a *Licensee* to recover or repair this data may incur additional costs for him, which are communicated prior to any data process by *KNX Association* and shall be explicitly confirmed by the *Licensee* in written form. Any paid service for data recovery or repair does however not guarantee a successful resolution. In case a resolution is not successful or if data is partially recovered/repaired, the *Licensee* does not have any right to claim any refund for the paid amount.

Limitation of liability for direct and consequential damages:

KNX ASSOCIATION SHALL NOT IN ANY CASE BE LIABLE FOR DIRECT AND INDIRECT DAMAGES ARISING FROM BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, OR ANY OTHER COURSE OF ACTION, EXCEPT AS PROVIDED FOR IN THIS SOFTWARE LICENSE AGREEMENT. IN ANY EVENT KNX ASSOCIATION'S LIABILITY SHALL NEVER EXCEED THE LICENSE FEES PAID BY LICENSEE.

For *Third party ETS Apps*, the limitation of liability is stated in the license agreement of the *KNX Member*.

When importing products into ETS, such products may contain executable code created by the manufacturer of the product. KNX Association shall not be held responsible for any such code or its behaviour. The manufacturer of the imported product is solely responsible for the integrity, security, and functionality of any executable code contained therein.

Price conditions and terms of payment:

All prices are subject to the respective applicable V.A.T. Payments shall be made by *Licensee* within thirty (30) days after the date of the invoice, without discount, net cash. Any invoice not paid on the due date will legally be increased with the central bank discount rate increased by 2%, calculated on a daily basis as of the due date until complete reception of all amounts due. The pursuit of any further specific claims remains reserved.

Governing Law and dispute:

This *Software License Agreement* shall be governed by and shall be construed in accordance with the Belgian Law without regard to any conflict of law's provisions. The courts of Brussels (Belgium) have the exclusive jurisdiction for the resolution of all disputes or controversies between *KNX Association* and *Licensee*.

Duration and Termination:

This *Software License Agreement* shall remain in force until terminated as provided below.

This *Software License Agreement* and the *License* granted herein may be terminated by *KNX Association* upon 15 (fifteen) days prior written notice to *Licensee* in case of breach by the *Licensee* of any provision of this *Software License Agreement*.

The *Licensee* has the right to terminate at any time and for any reason the *Software License Agreement*.

The *Licensee* shall not have any right to any indemnity or payment of compensation or damages in the event of termination of this *Software License Agreement*.

The termination shall not release the *Licensee* from its obligation to pay any *License* fees accruing up to the effective termination date.

Upon termination of this *Software License Agreement* for any reason the *Licensee* will refrain from any use of the *SOFTWARE PACKAGE* and the *Software* and the *Software documentation* as well as the granted *License* shall be immediately and without prior request returned by registered letter in full to *KNX Association*. Any copies of the granted *License* and/or the *SOFTWARE PACKAGE* mentioned above shall be destroyed. This provision does not apply to Falcon Runtime *Licenses*. In any case the provision regarding the confidentiality shall survive the termination of this *Software License Agreement*.

Miscellaneous:

The invalidity of any provision of this *Software License Agreement* shall not affect any other part of this *Software License Agreement*. This *Software License Agreement* constitutes the complete and exclusive statement concerning this *Software License Agreement* between the parties. This *Software License Agreement* may not be altered, amended or modified except by written confirmation.

As regards privacy, reference is made to the general privacy statement of *KNX Association* that can be consulted on the KNX Association website. The *Licensee* herewith confirms that he is aware that by obtaining a *License* from *KNX Association* and the obligatory creation of a MyKNX account, *KNX Association* is entitled to establish further contact with him, whereby the *Licensee* at any time has the choice to opt out of any further communication. Furthermore, the *Licensee* is made aware that any exported project contains a project certificate, by means of which *KNX Association* can identify the *Licensee* who has exported the project data, in order to verify the validity of the *License*. The project certificate contains among others; the *SOFTWARE PACKAGE* being used to unlock the *Software* and to export the data, *License* information (i.e. *License* number, *Licensee's* first name and surname, as well as any company name associated with this *License*). When using a License type "cloud", the computer name, on which the '*Software*' is installed, as well as the IP address of user are transmitted to the licensing server as part of the licensing process. The IP address is stored encrypted, for infrastructure security reasons, on the licensing server for a period of one year, after which it is removed.

The *Licensee* agrees that in case of third party *ETS Apps*, *KNX Association* has the right to pass on this personal data to the relevant *KNX Member* solely for the purpose of performing the agreement between the *KNX Member* and *Licensee*.

The *Licensee* agrees that for some countries, *KNX Association* has the right to pass on the personal data to local agents, solely for ensuring the local shipping of any ordered dongles to the *Licensee*.

The *Software* may include software provided by Microsoft that may collect information about the end user's use of the software, and send that information to Microsoft to provide services as disclosed in Microsoft's Privacy Statement at https://aka.ms/privacy. The *Software* collects anonymized information about the end user's use of the software and sends that information to KNX Association to help improve the quality of the *Software*. It is however possible to deactivate the collection of that information from the respective setting in the *Software*.

Exceptions:

All rights not explicitly expressed by this *Software License Agreement* are reserved.