pb powerbunch



LICENSE TERMS

License terms for digital products

For templates, workbooks, handbooks, learning materials, and code examples from powerbunch GmbH

Version 1.0 | As of November 15, 2026 | 18 sections | 6 license models | For businesses only

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Preamble

License terms for digital products of powerbunch GmbH, version 1.0, as of November 15, 2026

> This English version is provided for your convenience. Only the German version is legally binding (Section 18 (5)).

These license terms govern how businesses may use the digital products of powerbunch GmbH, such as templates, workbooks, handbooks, learning materials, and code examples. The offer is directed exclusively at businesses. Products are purchased through a reseller, currently Digistore24 GmbH, or directly from powerbunch.

Who may use the product is determined by the license model purchased. The company license applies to all employees and other persons acting on behalf of the purchasing company, the team license to up to 10 named persons, and the individual license to one named person. The trainer license additionally permits internal training sessions. Consultant and group licenses are available on request. Affiliated companies need their own license.

The Company may adapt and use the templates for any number of its own projects, but may not share or sell them as templates. It may publish work products, such as a completed workbook or an adopted policy, within the Company and share them with third parties for its own purposes. It may incorporate code and formulas into its own software and also share or sell that software, including as open source. For solutions built on behalf of clients, this applies only if the product description permits client projects or a consultant license exists.

There is no entitlement to updates. Statutory rights in the event of defects remain unaffected. The product may not be used to train AI models.

This preamble summarizes the key points. The following terms are authoritative.

Overview

License models at a glance

The license model that applies is stated in the product description or in the offer (Section 6 (1)). If none is stated, the company license applies. This overview is a summary. The terms from Section 1 onward are authoritative.

Company license STANDARD

For all employees and other persons acting on behalf of the purchasing company.

- Use by all employees and other persons acting on behalf of the purchasing company for any number of that company's own projects
- Affiliated companies need their own license; client projects require a consultant license unless the product description permits them without one
- The company may adapt the templates and use them as its own documents, but may not pass them on or sell them as templates
- The company may publish work products internally and provide them to third parties for its own purposes
- The company may incorporate code and formulas into its own software, flows, and apps and may also distribute or sell them, including as open source
- Offer for businesses only, no entitlement to updates, no training of AI models with the product

Team license

For up to 10 named people at the purchasing company.

- Use by up to 10 named people at the purchasing company for any number of that company's own projects
- Only the named people use the product; if someone leaves or changes roles, the company may replace them
- Client projects require a consultant license unless the product description permits them without one
- The company may use work products throughout the company and provide them to third parties for its own purposes
- The company may incorporate code and formulas into its own software, flows, and apps and may also distribute or sell them, including as open source
- Offer for businesses only, no entitlement to updates, no training of AI models with the product

Individual license

For one named person at the purchasing company.

- Use by one named person at the purchasing company for any number of that company's own projects
- Only the named person uses the product; if that person leaves or changes roles, the company may replace them
- Client projects require a consultant license unless the product description permits them without one
- The company may use work products throughout the company and provide them to third parties for its own purposes
- The company may incorporate code and formulas into its own software, flows, and apps and may also distribute or sell them, including as open source
- Offer for businesses only, no entitlement to updates, no training of AI models with the product

Trainer license

Company license and any number of internal training sessions.

- Use by all employees and other persons acting on behalf of the purchasing company
- Any number of internal training sessions, including sessions delivered by a person appointed for that purpose
- Participants keep their materials for their work for the company
- Only the people who deliver the training may use the materials for delivery
- No training for affiliated companies, clients, or other third parties
- Offer for businesses only, no entitlement to updates, no training of AI models with the product

Consultant license ON REQUEST

Use of the Product with any number of clients during the agreed term, on request.

- Use with any number of clients during the agreed term
- Clients receive work products, but not the product and no blank templates
- Price, term, and scope as stated in the offer
- No entitlement to updates

Group license ON REQUEST

Company license for the purchasing company and the affiliated companies named in the offer, on request.

- Company license for the purchasing company and the affiliated companies named in the offer
- Price and scope as stated in the offer
- No entitlement to updates

Section 1 to Section 18

License terms

Section 1 Scope

1. These license terms apply to all digital products of powerbunch GmbH, Kommerner Str. 138, 53879 Euskirchen, Germany (hereinafter “powerbunch”). Such a product (hereinafter “Product”) may contain, for example, templates, workbooks, presentations, handbooks, learning materials, code examples, and sample projects. The license terms govern the extent to which the Product may be used.
2. The Products are directed exclusively at traders within the meaning of Section 14 of the German Civil Code (BGB), legal entities under public law, and special funds under public law. The offer is not directed at consumers. By purchasing, buyers confirm that they are acquiring the Product for their commercial or independent professional activities or their public tasks. If buyers nevertheless act as consumers, their mandatory statutory rights remain unaffected.
3. The Company's general terms and conditions that differ from these terms apply only if powerbunch agrees to them in text form (Textform within the meaning of Section 126b of the German Civil Code, for example by email). Individual agreements take precedence.

Section 2 Definitions

1. “The Company” is whoever has acquired the Product in accordance with Section 1 (2). In the case of corporate entities, this is only the acquiring entity itself. Companies affiliated with it, such as parent, subsidiary, or sister companies, are not included.
2. “Employees” are persons who are employed by the Company, complete vocational training or an internship there, or work there as temporary agency workers. This also includes owners, partners, or shareholders working in the Company, and the members of management and other governing bodies.
3. “Persons Acting on Behalf” means persons and companies that work on behalf of the Company exclusively for its own purposes, such as service providers or freelancers. Where a company is engaged, the term refers to the persons it assigns to work for the Company.
4. “Authorized Persons” are the persons who may use the Product according to the license model (Sections 6 to 8).
5. “Templates” are the files and components of the Product intended to be filled in, adapted, or incorporated into one's own documents, whether blank or adapted, such as workbooks, Word templates, presentations, and checklists. Handbooks and learning materials intended for reading and learning are not Templates, regardless of file format.
6. “Work Products” are files and documents whose content the Company has created or edited with the Product for a specific project of its own, such as completed workbooks, reports, plans, an adopted policy, forms adapted to its own processes, presentations, communications to employees, or its own training materials derived from them. Merely entering a name or logo does not turn a Template into a Work Product. In permitted client projects and with a consultant license (Section 8), the client's project is also considered the Company's own project in this sense.
7. “Code” means the code examples, sample projects, formulas, expressions, and building blocks for software, flows, and apps contained in the Product.
8. “Own Purposes” are purposes of the Company itself. Use of the Product at other companies, for example as a consulting firm, is not included, unless the product description permits client projects or a consultant license exists (Section 8).

Section 3 Contracting party and purchase

1. If the Product is purchased through a reseller that sells in its own name (currently Digistore24 GmbH, Hildesheim), the reseller is the contracting party for the purchase. Its terms apply to purchase, payment,

invoicing, returns, and rights in the event of defects arising from the purchase. powerbunch provides the Product in performance of the reseller's obligations (as its Erfüllungsgehilfe under German law).

2. In the case of a purchase through a reseller, the reseller grants the Company the right of use in the purchased license model in accordance with these license terms. It derives this right from powerbunch. The license terms are the product-specific terms of use within the meaning of the reseller's terms. The rights of powerbunch as the owner of the rights in the Product remain unaffected.
3. For a purchase directly from powerbunch through the order form at www.powerbunch.de, the Company makes a binding offer by submitting the form to purchase the selected product or edition under the selected license model at the stated price. In doing so, the Company states its company name, address, and VAT identification number, if it has one, and confirms these license terms in the version stated in the form. The automatic acknowledgment of receipt does not constitute acceptance. The contract is concluded when powerbunch accepts the order in text form with an order confirmation and the invoice.
4. If the Company does not order through the order form, or orders a license model available on request, powerbunch sends an offer in text form stating the product or edition, license model, and price. These license terms, identified by their version number and date, are attached to and form part of the offer. The contract is concluded when the Company accepts the offer in text form. The Company states its company name, address, and VAT identification number, if it has one.
5. In the case of a purchase directly from powerbunch, the price is due without deduction within 14 days of receipt of the invoice. powerbunch provides the Product via download link without undue delay after receipt of full payment. Section 14 applies to defects and Section 15 to liability.

Section 4 Subject matter of the contract and responsibility of the Company

1. The Product consists of the files that the product description specifies for the purchased license model or the purchased edition, in the version stated there. It is provided for download.
2. The Product supports the Company's own projects and their documentation, such as reviews, planning, rollouts, training, and development. It does not include consulting on individual cases, legal advice, personal learning support, or monitoring of learning progress.
3. Licenses from Microsoft or other manufacturers are not included. The Company needs them itself insofar as it uses the programs and services described in the Product.
4. The Company is responsible for the specific use of the Product within its organization, for example for legal bases, informing employees, access and deletion rules, and any required involvement of the works council or staff council in surveys and usage analyses. Statutory obligations and the liability of powerbunch under these terms remain unaffected.
5. The Company itself is responsible for changes to its flows, apps, environments, data sources, and systems. Changes should first be tested in a test or development environment, and data should be backed up beforehand.

Section 5 Right of use

1. Upon full payment, the Company receives a non-exclusive right, without a fixed term, to use the Product for its Own Purposes in accordance with these terms. If the offer for a consultant or group license specifies a term, the right under that license applies only during that term (Section 8 (5)).
2. The right applies only to the Company. Affiliated companies need their own license, for example a group license (Section 8 (4)).
3. Only the Authorized Persons according to the license model may use the Product (Sections 6 to 8).
4. The Company may use the Product for any number of its own projects and make the necessary copies for this purpose, for example one copy of a workbook per project or copies on the devices of the Authorized Persons.
5. The Company may adapt and extend the Templates, including by turning them into its own documents.
6. Technical access for the administration, storage, backup, or operation of the services used, for example by the IT department or a hosting provider, does not constitute use by Authorized Persons. Anyone with such technical

access may not make substantive use of the Product or use it for their own purposes.

7. All rights not expressly granted by these terms remain with powerbunch. Uses permitted by law that cannot be excluded by contract remain unaffected, for example text and data mining for scientific research (Sections 60d and 60g of the German Copyright Act (UrhG)).

Section 6 License models

1. The license model stated in the product description or the offer applies. If a Product offers several license models, the one purchased applies. If the product description does not state a license model, the company license applies.
2. Company license: Authorized Persons are all Employees and all Persons Acting on Behalf of the Company.
3. Team license: Up to 10 persons from the group under paragraph 2, named by the Company, are authorized.
4. Individual license: One person from the group under paragraph 2, named by the Company, is authorized.
5. Trainer license: The same persons as under the company license are authorized. In addition, the Company may conduct internal training sessions (Section 7).
6. For team and individual licenses, the Company names the Authorized Persons in text form, for example in an internal list. On request, it informs powerbunch of the number of persons named.
7. If an Authorized Person leaves or their role changes, the Company may name another person in their place. The previously named person may no longer use the Product. At any one time, no more persons may be named than the purchased licenses permit. Changing persons merely to allow additional persons to work with the Product is not permitted.
8. Each purchase includes one license. If several individual or team licenses for the same Product are purchased, the permitted numbers of persons are added together. Each license retains its contents and its other rights.
9. The order number or the invoice for the respective purchase serves as proof of a license.

Section 7 Trainer license

1. With the trainer license, the Company may conduct any number of internal training sessions with the Product. Internal training sessions are for Employees and Persons Acting on Behalf of the Company. Employees of affiliated companies, clients, and other third parties may not participate.
2. Participants receive the participant materials specified in the product description. Participants may keep and use these materials for their work for the Company.
3. Only the persons who deliver the training may use the delivery materials, such as slides and the trainer guide, to prepare and deliver the training. They may show the slides to participants during the training. They may not distribute the delivery materials.
4. A training session may also be delivered by a Person Acting on Behalf of the Company if they deliver it exclusively for the Company. After the engagement, they must delete their copies of the delivery materials and return any printouts provided. For training sessions at other companies, they need their own license.
5. The Company may use recordings of internal training sessions only internally, including for Employees and Persons Acting on Behalf who did not participate. The recordings may contain the slides and exercises shown. This does not create any right to the original files.

Section 8 Client projects, consultant license, and group license

1. Anyone who wishes to use the Product at other companies, for example as a consulting firm for several clients, needs a consultant license, unless paragraph 2 permits otherwise. Persons Acting on Behalf who use the Product exclusively for a licensed company and its Own Purposes do not need a consultant license.
2. If the product description permits client projects, the Authorized Persons may also apply the Product in projects that the Company carries out for its clients. In this case, clients receive only Work Products under Section 9 and software under Section 10, not the Product. A client may use the Work Products for its project but receives no right to use the Product or the Templates for other projects. If clients are to use the Product themselves, they need their own license.

3. With the consultant license, the Company may use the Product with any number of clients during the agreed term. Paragraph 2 applies to sharing and the rights of clients.
4. The group license extends the company license to the affiliated companies named in the offer.
5. The price, term, and scope of consultant and group licenses, for example the Authorized Persons and the companies included, are agreed between the Company and powerbunch in the offer. Please send inquiries to mail@powerbunch.de. Otherwise, these terms apply.

Section 9 Work products and sharing

1. The Company may use Work Products freely and publish them within the Company, for example on the intranet, in internal training sessions, and in communications to Employees. For team and individual licenses, this also applies with respect to persons who are not Authorized Persons.
2. The Company may share Work Products with third parties for its Own Purposes, for example with service providers for a quote or the execution of a project, or with auditors, authorities, or clients. This also applies insofar as they contain components of the Templates.
3. Anyone who receives Work Products may use and edit them for the purpose for which they received them, for example for a quote or the execution of the project. This does not give them any right to use the Templates contained therein for other projects or to offer them as templates.
4. Apart from Work Products under paragraphs 1 to 3 and Code under Section 10, the Company may make the Product and the Templates, whether blank or adapted, available only to Authorized Persons.
5. It is not permitted to provide, sell, rent, or make publicly available the Product or parts of it to third parties as templates, or to incorporate it into products, template collections, or training materials that enable third parties to use the Templates themselves. It is likewise not permitted to offer Work Products as templates.
6. Under paragraphs 1 to 3, Work Products may also be used and shared in internal training, including by Persons Acting on Behalf. Only Authorized Persons may use the Product itself. Training sessions under the trainer license are governed by Section 7.

Section 10 Code

1. The Company may incorporate Code into its own software, flows, and apps, and adapt and extend it. It may use these solutions itself, share them with third parties, and sell them. The restriction to Own Purposes (Section 5 (1)) and the sharing prohibitions in Section 9 do not apply to this.
2. The Company may also publish these solutions under an open-source license and thereby grant recipients the right to use, modify, and share the Code contained in them. Paragraphs 4 and 5 restrict only distribution of the examples and the sample project as such, not the recipients' rights to a solution of the Company's own published in this way. Section 12 (3) remains unaffected.
3. The Company may incorporate Code into solutions it develops on behalf of clients only if the product description permits client projects (Section 8 (2)) or a consultant license exists.
4. The Code may not be distributed or published as a mere collection of examples or as teaching material. A functioning library of the Company's own, for example a component library, is, by contrast, its own solution under paragraph 1. Internal training (Section 9 (6)) and training sessions under Section 7 remain permitted.
5. The sample project itself may not be shared or published unchanged or as a template for others. The Company may incorporate individual components, including unchanged ones, into its own solutions in accordance with paragraphs 1 to 3.
6. The Company itself is responsible for the use of the Code in its own solutions. Code should be tested before use in production.

Section 11 AI and text and data mining

1. The Company may use the Product in AI assistants and its own AI applications, for example in Microsoft 365 Copilot or an internal agent, if only Authorized Persons can access the content and the provider does not use

the content to train its models. For Work Products under Section 9 and Code in its own solutions under Section 10, the rights granted there also apply in AI applications.

2. It is not permitted to use the Product or parts of it to train or fine-tune AI models, to create datasets from it for such purposes, or to make the content available via AI services to persons who are not authorized, for example via publicly usable assistants or agents. Uses permitted by law under Section 5 (7) remain unaffected.
3. powerbunch reserves its rights with respect to text and data mining of the Products (Section 44b (3) UrhG). This reservation is stated in these license terms and applies to all files of the Product. The Product's PDF files also contain the reservation in machine-readable form in their metadata. The contractual prohibition in paragraph 2 remains unaffected.

Section 12 Notices, third-party components, and trademarks

1. The Product is protected by copyright. Copyright, trademark, and license notices in the handbook may not be removed or altered.
2. The Company may remove or replace such notices in Templates and Work Products.
3. The Product may contain third-party components, for example code under an open-source license or embedded fonts. The handbook lists them with their license. The third-party licenses take precedence for these components, including insofar as they permit more or contain obligations such as attribution. Third-party software that the Product only downloads, for example packages when installing a sample project, is not part of the Product. The licenses of its providers apply to it.
4. Microsoft and the names of the products and services of Microsoft and other manufacturers mentioned in the Products are trademarks of their respective owners. The products of powerbunch are not products of these manufacturers and are neither supported nor reviewed by them. powerbunch® is a registered trademark of powerbunch GmbH.

Section 13 Delivery and updates

1. The Product is provided in the version offered at the time of purchase. The content reflects the status stated in the product description. Programs, services, and the legal situation described in the Product may change thereafter.
2. The Company stores the files after downloading and backs them up itself. There is an entitlement to download the files again only within the scope of the information provided to the Company before it placed its order or before it accepted the offer, for example on the validity of the download link and the number of downloads.
3. There is no entitlement to updates. The purchased license model applies to new product versions provided voluntarily. Which version of these license terms applies is determined by Section 18 (1).
4. The statutory rights in the event of defects under Section 14 remain unaffected.

Section 14 Defects

1. The agreed characteristics are set out in the product description. These include, in particular, the content, features, and system requirements described. In the event of defects, statutory rights in the event of defects apply. Cure is provided, in particular, through a corrected version. Section 15 applies to claims for damages.
2. For a purchase through a reseller, rights in the event of defects arising from the purchase are enforceable against the reseller in accordance with its terms (Section 3 (1)). powerbunch provides the corrected version in performance of the reseller's obligations (as its Erfüllungsgehilfe under German law).
3. In the case of a purchase directly from powerbunch, the Company reports any defects found to mail@powerbunch.de. In the case of a purchase through a reseller, it sends notices of defects to the reseller and may additionally inform powerbunch.
4. A description of the error, the affected file, and the program version used are helpful. If this information is missing, no rights in the event of defects are lost as a result. Statutory obligations to inspect and give notice of defects remain unaffected.

5. powerbunch is not required to achieve any particular result from use of the Product, for example a particular effect within the Company, a particular project duration, or compliance with legal requirements. The agreed characteristics and statutory rights in the event of defects remain unaffected.

Section 15 Liability

1. powerbunch is liable without limitation for intent and gross negligence, for injury to life, body, or health, for fraudulently concealed defects, to the extent of any guarantee assumed, and under the German Product Liability Act (Produkthaftungsgesetz).
2. In the event of a breach of an essential contractual obligation caused by slight negligence, liability is limited to the foreseeable damage typical of the contract. Essential obligations are those whose fulfillment makes proper performance of the contract possible in the first place and on compliance with which the Company may ordinarily rely.
3. Otherwise, liability for slight negligence is excluded.
4. Paragraphs 1 to 3 also apply to the personal liability of members of powerbunch's governing bodies, its employees, and persons engaged to perform its obligations (Erfüllungsgehilfen under German law).

Section 16 Termination of the right of use

1. The right of use ends if the purchase is fully unwound, for example through withdrawal, rescission, or a return in exchange for a refund of the full purchase price. A partial credit or price reduction does not end it. A time-limited right of use also ends upon expiration of the agreed term.
2. If a payment is charged back and all or a more than insignificant portion of the purchase price due remains unpaid as a result, the right of use under that purchase is suspended if the Company fails to pay the outstanding amount within a reasonable period after a request for payment in text form. The suspension ends as soon as the purchase price is paid or the claim is otherwise extinguished. Valid price reductions, set-offs, and rights of retention, as well as the seller's statutory rights, remain unaffected.
3. If the Company seriously breaches these terms and continuation cannot reasonably be expected, taking into account the interests of both parties, the right of use may be terminated. This requires that the Company does not remedy the breach within a reasonable period after a warning in text form. Termination is declared in text form within a reasonable period after becoming aware of the breach.
4. For purchases directly from powerbunch, powerbunch gives notice of termination. For purchases through a reseller, notice is given by the reseller or by powerbunch if the reseller has authorized powerbunch to do so.
5. If the right of use ends, the Company must delete the Product and all copies and stop using the Templates. It may retain existing Work Products. Its own content without components of the Product is unaffected. Statutory provisions apply to rights that third parties have previously received, for example in software distributed under Section 10.
6. If a statutory retention obligation prevents deletion, the Company may retain the necessary files only for that purpose. Backup copies that cannot be deleted individually may remain until they are deleted in the regular backup cycle, provided they are not restored and used.

Section 17 Transfer

1. The Company may transfer the right of use only together with the business or the part of the business in which the Product is used, for example in the event of a sale, merger, or spin-off. It must notify powerbunch of the transfer in text form and retain no copies thereafter. It may retain Work Products. Section 16 (6) applies to retention obligations and backup copies.
2. If the Company merely changes its name or legal form, the right of use remains unchanged.
3. If Code contained in the Product is a computer program for which the distribution right has been exhausted, the statutory right of resale remains unaffected. In that case, the Company must render its own copies unusable. It may not split a license for several persons in doing so.

Section 18 Final provisions

1. For a purchased Product, these terms apply in the version that was in force at the time of purchase. Newer versions apply only to later purchases. For a Product already purchased, the Company may choose a published newer version in text form, stating its number and date. Later versions do not thereby apply automatically. The rights arising from a purchase from a reseller do not change as a result.
2. Each version bears a number and a date. All versions are available on the powerbunch website.
3. The law of the Federal Republic of Germany applies, excluding the UN Convention on Contracts for the International Sale of Goods.
4. If the Company is a merchant within the meaning of German commercial law (Kaufmann), a legal entity under public law, or a special fund under public law, the courts at powerbunch's registered office have jurisdiction over all disputes arising from these license terms.
5. The German version of these license terms is authoritative.
6. Should any provision of these license terms be invalid, the validity of the remaining provisions remains unaffected.

Publisher

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