

# License Agreement

This license agreement refers to the software solution **pobvol UVV Reports** by Inge Baumann-Pobloth (hereinafter "I", "my", "me", "software solution"). It also applies to any updates or corrections to this software solution. The Software Solution contains various computer software programs, including the associated licensed materials. "You" and "your" refer to either an individual or a single entity.

**By placing an order, you accept this license agreement.** If you do not agree to this license agreement after placing your order, you have the right to revoke the purchase contract within a cooling-off period without giving reasons. Please see "Right of withdrawal" below.

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**Please note:** *The use of my contact data by third parties for sending unsolicited advertising and information materials is hereby expressly prohibited! I expressly reserve the right to take legal action in the event of the unsolicited sending of advertising information, such as spam e-mails!*

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Translated with the help of [Microsoft Translator](#)

## License

By entering into an agreement, you have acquired a non-exclusive license for commercial use of the software solution. The license is for one (1) domain and one (1) team and the purchased number of testers, has a term of three hundred sixty (360) days and will automatically renew for successive three hundred sixty (360) day terms unless terminated by you at least thirty (30) days prior to the expiration of the term.

You will not be sold the software solution itself or ownership of it. The entire content of the created software solution is and remains the property of Inge Baumann-Pobloth and is protected by German and international copyright and database law.

- You may install and use the PC component of the Software Solution on all your computers (PC, server). All files, programs and scripts of the PC component are delivered to you as open source. Design and execution may be slightly modified by you in the interest of adaptation to your needs, provided that the basic structure and functionality are retained. More details can be found in the "Manual pobvol UVV Reports, Chapter 1, Installation of the Solution". If an error is caused by a change in the design of the software by you or a third party, the warranty does not apply here and the effort for finding errors and troubleshooting can be charged.
- You may upload the included Microsoft Power Automate flows to your Microsoft 365 environment and share them with the users of a team. The flows are delivered unmanaged. Design and execution may be slightly modified by you in the interest of adaptation to your needs, provided that the basic structure and functionality are retained. More details can be found in the "Manual pobvol UVV Reports, Chapter 1, Installation of the Solution". If an error is caused by a change in the design of the software by you or a third party, the warranty does not apply here and the effort for finding errors and troubleshooting can be charged.
- You may upload the included Microsoft Power Apps applications to your Microsoft 365 environment and share them with the users of a team. Team members may use the Power Apps applications on all user devices (smartphones, tablets, PCs) supported by Microsoft Power Apps. The applications are delivered as managed apps. You may not modify the applications.
- For the use of the Power Apps applications, you will receive a license key from me, which releases the use for your team. The number of testers using the applications must not exceed the number of testers specified in your order. If fewer or more testers are to use the applications, you have to tell me. The license key and license fee will be adjusted accordingly.
- You may not remove or alter any copyright notices or proprietary notices.
- You may make and install copies of the Software Solution and its components, including a backup copy, in support of such use. The terms of this agreement apply to each copy.

- You agree to ensure that each user of the software solution (whether accessed locally or remotely) uses it as intended and complies with the terms of this license agreement.
- You may transfer or assign the license to use the Software Solution to any third party. In this case, you must destroy all copies of the Software Solution.
- You may not use, copy, modify, or distribute the software solution in any manner contrary to the terms of this license agreement or in any other manner that violates applicable law, including, but not limited to, copyright laws, or sublicense, rent/lease or otherwise distribute the software solution.
- I may terminate your license if you fail to comply with the terms of this Agreement. In this case, you must destroy all copies of the software solution.

## Royalties

The license fee is valid per tester and month for a term of three hundred sixty (360) days. Cancellation up to thirty (30) days prior to end of term, otherwise renewal for three hundred sixty (360) days each. Upon renewal, the amount shown at the time of renewal shall apply.

## Other provisions

My general terms and conditions apply.

Should any provision of these license agreement be or become invalid or void, the validity of the remaining provisions shall not be affected insofar as a contractual partner is not unreasonably disadvantaged thereby. The same shall apply in the event that this license agreement do not contain a provision that is necessary in itself.

The contracting parties shall replace the invalid or unenforceable provision with the legally permissible and enforceable provision that comes closest in economic terms to the meaning and purpose of the invalid and unenforceable provision.

If this license agreement is incomplete, the contracting parties shall reach an agreement with the content on which they would have agreed in the sense of this license agreement if the regulatory gap had been known at the time the contract was concluded.