

# Fact Sheet Dräger Software as a Service

You would like to conclude a contract for a Software as a Service Product from Dräger ("SaaS Product") or have already done so? Here we have summarized the key points of the contract for you:

## 1. What you get from us

You get access to software that is hosted in the cloud and maintained remotely by us. . The same terms of use apply to all SaaS Products. The terms of use, the product description and your specific order form combined are your user agreement. In contrast to a purchase, you receive the SaaS Product as an online service ("subscription") for a limited period of time. If you do not receive the SaaS Product in a pre-paid package for three or five years, the subscription will be renewed for one year at a time if you do not terminate the contract before the end of the current term. You may need additional on prem software to enable your use of certain SaaS Products. Such Software is subject to a different set of on prem software terms.

## 2. You can expect this support from us

Service and support are available remotely, unless a separate service contract has been concluded for on-site services. . Through our support, we aim to keep the service performing at least to the standard you have agreed with us for the entire duration of your agreement. As the SaaS product is provided centrally via the internet, you always work with the latest version. There may be special features, add-ons or locked options available. Those have their own price and can be ordered separately by you. The SaaS product is available for at least 98% of the year.

## 3. Your rights to use the software

The intellectual property remains with us. However, for the duration of your subscription, you may use the SaaS Product at your locations to the extent required by the functions of the service. Third parties who are not working on your behalf for your business purposes may not have access to the service. You may not copy or edit the software, market it yourself, or use it for any unlawful activity. We may check your use of the software through audits.

## 4. Open Source Software in SaaS Products

Like almost every modern software, Dräger SaaS Products also contain various open source software. However, the associated licenses do not restrict your use and are suitable for use in commercial software. The associated conditions can be found at [www.draeger.com/opensource](http://www.draeger.com/opensource).

## 5. Our responsibility to you

If something should go wrong, we are liable to you to an extent usual for SaaS products.

## 6. Confidentiality and data protection are important to us

To protect personal data, we conclude a separate data processing agreement with you where necessary. In addition, we both protect each other's confidential information in the same way as we protect our own trade secrets.

## 7. Commercial conditions

The exact commercial parameters result from your order form. The notice period and the terms of payment are also regulated there. If this is not the case, you can cancel with a notice period of three months to the end of the agreed term. Payment is due in advance of your term.