

Fact Sheet Dräger On Premise Software

You would like to conclude a contract for an On Premise Software Product from Dräger ("Software 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 receive a Software Product that runs on your systems and can be maintained remotely. Many of the Software Products consist of several software components. However, for ease of use, the same license terms apply to all of them, unless service-specific terms apply in individual cases. The license terms, the product description and your specific order form combined are your user agreement. In contrast to a purchase, you receive the Software Product as a software rental ("subscription") for a limited period of time. If you do not receive the Software Product in a pre-paid package for an agreed period of several 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.

2. You can expect this support from us

Service and support are provided remotely, unless a separate service contract has been concluded for on-site services. The Connectivity Package is required for remote maintenance. Through our support, we aim to keep the software performing at least to the standard you have agreed with us for the entire duration of your license agreement. For this purpose you receive patches, bug fixes, updates and upgrades free of charge. Such enhancements must be installed in a timely manner. We only support current versions of the software. Only where such activities are not commercially reasonable, we reserve the right to change the scope of the functions or not to provide patches or updates. In those cases, our remuneration will be adjusted accordingly (e.g. refund pro rata). Completely new features, add-ons or locked options have their own price and can be ordered separately by you.

3. Your rights to use the software

The intellectual property remains with us. However, for the duration of your license, you may use the Software at your locations to the extent required by the functions of the software. Third parties who are not working on your behalf for your business purposes may not have access to the software. In addition, 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 Dräger Software Products

Like almost every modern software, the Dräger On-Premise Software 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.

5. Our responsibility to you

If something should go wrong, we are liable to you to an extent usual for software 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. If a consent of your patients is needed for our services it is your obligation to collect that consent. 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 then due annually in advance.