

## Legal Terms of Use

We have developed the Fresenius [Infrastructure Data Management System](**"IDMS"**) of Fresenius Medical Care Deutschland GmbH (**"Fresenius"**, **"we"**, **"us"** or **"ours"**) very carefully and it is continually expanded and updated. IDMS is a web and cloud-based software, used for automatic monitoring and documentation of key figures, laboratory results and other values of water treatment processes which ensures appropriate, clear and regulatory-compliant documentation of safety-related data in the water technology of the haemodialysis process.

These legal terms of use (**"Terms of Use"**, **"Terms"**) set forth the rights and obligations of a user of IDMS, with respect to the user's (**"user"**, **"you"**, **"yours"**) access to and use of IDMS. These Terms shall become binding for you once you accept these Terms during your sign-up to use the IDMS. You acknowledge that your use of the IDMS is further subject to the commercial agreement between Fresenius and its customer which is a legal entity such as your employer (**"Customer"**). You represent to Fresenius that you are authorised to accept these Terms on behalf of the Customer if you are signing up to access and use IDMS on behalf of a customer.

## Our liability

We use reasonable efforts to provide only authorized, lawful and proper Services. Nevertheless, we assume no liability for the accuracy or completeness of the Services provided to the user through IDMS. Our liability for damages that may arise from the use of IDMS, including the use of training content and other information provided by IDMS (**"IDMS Content"**) is limited to gross negligence and intent. Notwithstanding the foregoing, we shall be liable for any negligent breach of essential obligations, the violation of which endangers attainment of the contractual purpose, or for the violation of obligations, the fulfilment of which is crucial for the proper execution of this type of contract or upon the compliance with which you can regularly trust on. In this case, we shall only be liable for the foreseeable damage typical for the Services in this type of contract. The aforementioned limitations of liability shall not apply in the event of injury to life, body and health. Insofar as the liability of us is excluded or limited, this shall also apply to the personal liability of our employees, representatives and vicarious agents.

For US users: Some jurisdictions may not permit certain disclaimers of warranties, so some of the exclusions above may not apply to you. In such jurisdictions, we disclaim warranties to the fullest extent permitted by applicable law.

## Business information and product information

The IDMS Content is non-binding and intended for information purposes only. It does not provide, and is not a substitute for, professional medical or other specialist advice. Users should not act upon the Services, including IDMS Content, without first seeking appropriate professional advice. Further, we are not responsible for the content of third-party texts published on IDMS. The individual authors are responsible for their works. You acknowledge that the use of the IDMS is at your own risk.

Releases on IDMS may contain forward-looking statements that are subject to various risks and uncertainties. Future results could differ materially from those described in these forward-looking statements due to certain factors, e.g. Changes in business, economic and competitive conditions, regulatory reforms, results of clinical trials, foreign exchange rate fluctuations, uncertainties in litigation or investigative proceedings, and the availability of financing. We do not undertake any responsibility to update the forward-looking statements in these releases.

## Rights of use

We are the owner of all proprietor rights attaching to IDMS, including IDMS Content, design, tools and any other features. All texts and illustrations are covered by copyright. When using the Services, we grant the user a limited, non-exclusive, non-transferable, temporary, and revocable license to access IDMS and use IDMS Content. Except for the foregoing limited license, no right, title, or interest shall be transferred to the user. The user agrees not to use IDMS for public performances. The user may take note of the IDMS Content and load it into the user's account. Making a printout (if and to the extent possible) shall be permitted solely for the user's own private purposes; any reproduction or passing on to third parties of IDMS Content shall be excluded. Any further use, in particular for commercial purposes, shall not be permitted. No rights or licenses of any kind with respect to trademarks, copyrights, patents, etc. shall be granted to the user.

## Amendment to these Terms

Fresenius may amend these Terms - for example, to reflect changes to applicable law or regulation, changes to market practices or technology, or changes to Fresenius' business. In such case, Fresenius shall, at least seven (7) days before such amendments become effective, give a public notice on Fresenius's service website or within the IDMS, identifying the details of such amendments. If Fresenius considers such amendments are to the disadvantage of certain users in relation to their rights and obligations, Fresenius shall give such individual notice to the relevant users at least thirty (30) days prior to the effective date. The changes to these Terms shall come into force and be deemed accepted by the user at the end of the seven or thirty day period (as applicable). If the user does not agree with such changes, the user must discontinue the use of the IDMS.

The latest version of these Terms is available at

[https://idms.fmc-ag.com/staticAssets/FME-Terms\\_and\\_Conditions-IDMS\\_07062023p.pdf](https://idms.fmc-ag.com/staticAssets/FME-Terms_and_Conditions-IDMS_07062023p.pdf)

## Termination

The user may discontinue the use of IDMS at any time. At any time if Fresenius decides to discontinue the provision of the IDMS, Fresenius may terminate these Terms with the user. Fresenius is entitled to limit the use of IDMS by the user, either permanently or temporarily, if the user's use of the IDMS is in violation of these Terms or applicable laws.

## Non-commitment - governing law

The IDMS Content is intended for use within the territory of the European Union only. It is possible that the procurement of individual Services portrayed on IDMS is not permissible under the legal regulations valid in individual countries outside of the European Union. IDMS shall not constitute a promotion of these Services for these countries. Please note that the Services displayed on IDMS may not be available in all countries due to different registration status. Our local subsidiaries' IDMS may include different legal provisions and your use of such IDMS shall be subject to the provisions provided therein.

Any legal claims or lawsuits that may arise in conjunction with IDMS or its use are subject to the interpretation of the laws of the Federal Republic of Germany, excluding the

provisions of international private law and the UN Convention on Contracts for the International Sale of Goods.

Our Service is directed for business use and purposes only. If acting for purposes that are wholly or mainly outside your trade, business, craft or profession, then you are using IDMS as a consumer. Nothing in these Terms affects your rights as a consumer to rely on such mandatory provisions of applicable local laws.

## Hyperlinks

We offer links to third-party content in addition to IDMS Content. The content and design of third parties are beyond our control. We do not ensure that the information provided by third parties is accurate or correct. The links also represent no endorsement, support or confirmation of the contents at the linked sites. The individual authors of the linked content are responsible for the information, opinions and facts presented on their web pages. We are likewise not responsible for the technical security of both the content and any target pages. We are therefore not liable for any damages that occur through use of either the information contained on these hyperlinks or the use of the hyperlinks themselves, unless we have been duly notified of such hyperlinks and third party content to lead to illegal or harmful content.

## European Commission Online Dispute Resolution

To the extent you use IDMS as a consumer habitually residing in the EU, the following information is important for you. We are neither obliged to nor do we participate in dispute resolution proceedings before a consumer arbitration body. For information on the European Commission's online dispute resolution platform, please visit <http://ec.europa.eu/consumers/odr/>. This link is provided as required by Regulation (EU) No 524/2013 of the European Parliament and of the Council, for information purposes only.

## Contact and further information

The IDMS App is operated and the responsibility of Fresenius. You can contact Fresenius by standard mail, through e-mail or telephone with the contact information below.

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