

EXHIBIT 27

ADDITIONAL TERMS AND CONDITIONS FOR COLLABORATION LIVE AND/OR REACTS

1. Initial Provisions.

- 1.1 The purchase of Collaboration Live and/or Reacts (also “Software Services” or “Service”) is offered and shall be activated to the extent Customer currently owns a previously purchased Philips ultrasound system with Collaboration Live and/or Reacts capability. Such purchase is also subject to the Software License Terms provided to Customer at the time of its purchase of the qualifying Philips ultrasound system.
- 1.2 No warranty is provided with Collaboration Live and/or Reacts. The Collaboration Live and/or Reacts subscription does not include service support or updates. However, service for Collaboration Live and/or Reacts may be separately purchased (i) appearing as a separate line item on this quotation or (ii) as addition to an existing service contract.

2. Applicability, Precedence of Terms & Software Services Specific Terms.

The Terms and Conditions for Collaboration Live and/or Reacts, including the Software Services Specific Terms of this Exhibit set forth below, shall apply in addition to the Philips General Customer Service Terms and Conditions. If any Terms and Conditions for Collaboration Live and/or Reacts, including the Software Services Specific Terms are inconsistent or conflict with terms set forth in the Philips General Customer Service Terms and Conditions, the Terms and Conditions for Collaboration Live and/or Reacts, including the Software Services Specific Terms set forth below, shall take precedence.

2.1 Definitions.

- 2.1.1 “Account” means a Reacts User Account. A Reacts User Account includes the Account Information.
- 2.1.2 “Account Information” means the personal information related to a specific User, the User Content, the Account settings, as well as the Usage Information residing on the Reacts Platform.
- 2.1.3 “Administrator” means a Philips support agent (the “Philips Administrator”) or a Customer Account holder (the “Customer Administrator”) that has been granted certain administrative permission(s), such as but not limited to the management of:
 - 2.1.3.1 Accounts, and
 - 2.1.3.2 Subscriptions.
- 2.1.4 “Subscription” means an access purchased by the Customer to the Software Services.
- 2.1.5 “Usage Information” means the information associated with the Software Services.
- 2.1.6 “User” means an individual accessing any of the Software Services.
- 2.1.7 “User Content” means any data provided by the User or shared with the User contained in the User’s Reacts Library or secure messaging including text, photos, videos, graphics, items, or other materials, all of which will be subject, as applicable, to the Philips Privacy Notice.

2.2 Customer Responsibilities.

- 2.2.1 Customer is responsible for its own and each of its User’s acts and omissions, including compliance with the End-User License Agreement (“EULA”) attached as Attachment 1 to this Exhibit, use of the Software Services, and ensuring adequate security to prevent unauthorized access to Accounts, User Content, and any confidential information including protecting any client devices such as tablets and laptops with anti-virus and appropriate cyber security.
- 2.2.2 Customer will obtain and retain all necessary consents, including from patients, before using or granting access to the Software Services for medical purposes, and processing personal information for the purposes of providing the Software Services.
- 2.2.3 Customer will ensure that the Users use the Software Services in accordance with all applicable laws and comply with all requirements related to the use of personal health information, including medical data. Customer will ensure that the Software Services are not used by patients.
- 2.2.4 Customer will obtain the consent of its Users to grant Philips access to the Usage Information.
- 2.2.5 Customer will obtain and maintain all required authorizations, permit(s) and/or register with their local agencies, as necessary, to use the Software Services.
- 2.2.6 Customer will follow the Collaboration Live and/or Reacts Pre-Implementation IT Checklist, which Philips will provide to the Customer.

- 2.3** Access to the Software Services.
- 2.3.1** Customer acknowledges that before using the Software Services, each of its Users must agree to the EULA. Philips makes such terms available to be agreed upon by each User through a click-wrap process enabled at the time such User creates their account information.
 - 2.3.2** Customer acknowledges that the Software Services are administered by Philips or its affiliate(s) in Canada and that Personal Data may be processed by Philips and/or its affiliate(s) in Canada. Customer is responsible for its own, and its Users, compliance with any local laws, including those laws that permit the processing of Personal Data in Canada.
 - 2.3.3** Customer acknowledges that Philips does not need any medical data to operate any of its Software Services.
 - 2.3.4** Customer will designate individual(s) to serve as Customer Administrator(s) and alternate(s), who will serve as Philips' primary support contacts. The Customer Administrator(s) shall manage all Accounts. Philips Administrator(s) can act on behalf of the Customer to administrate the Services.
 - 2.3.5** Software Services may be interrupted for maintenance, upgrades, or as a result of telecommunication failures.
 - 2.3.6** Philips may modify the Software Services, or any portion thereof. You agree that Philips shall not be liable to you or anyone else if Philips does so.
 - 2.3.7** Abusive or excessive usage of the Software Services may result in the temporary or permanent suspension of your and/or any User's access to the Software Services and/or termination of applicable Subscriptions. Philips, in its reasonable discretion, will determine what constitutes abusive or excessive usage of its Software Services.
 - 2.3.8** The access to the Software Services starts when the Subscriptions are created, not when they are assigned.
 - 2.3.9** The ability to access the Software Services may require payment of third-party fees, such as telephone toll charges, mobile carrier fees, ISP, data plan, etc. Philips and its Affiliates have no connection to or responsibility for such fees.
- 2.4** Further use of System Data.
- 2.4.1** Customer agrees that Philips may use aggregated data to analyze the performance of its Services. Only when strictly necessary, Philips may use the following: Personal Data, IP address and User ID, to ensure that the Services are functioning as intended, are maintained to ensure the appropriate security controls are in place and to meet Philips' regulatory and legal obligations.
- 2.5** Retention of the Account Information and User Content.
- 2.5.1** Philips will retain and grant the Customer or other persons access to Account Information and User Content only to fulfil its obligations under this Agreement or as required or permitted by applicable laws. Once deleted by Philips, the Customer, or the Users, Account Information and User Content cannot be restored.

ATTACHMENT 1
COLLABORATION LIVE/REACTS – TERMS OF USE

- 1. Scope.**
 - 1.1** These Terms of Use constitute a binding agreement (the “Agreement”) between you and Philips Ultrasound LLC (“Philips”). Philips is the owner, operator, and provider of the Reacts application (the “Application”). Philips also owns, operates, and provides the collaboration services and tools made available to users through the Application (collectively with the Application, the “Services”).
 - 1.2** PLEASE READ THIS AGREEMENT CAREFULLY. BY USING THE SERVICES, YOU: (A) ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT; (B) REPRESENT THAT YOU HAVE REACHED THE AGE OF MAJORITY IN YOUR JURISDICTION OF RESIDENCE; AND (C) ACCEPT THIS AGREEMENT AND AGREE THAT YOU ARE LEGALLY BOUND BY ITS TERMS. IF YOU DO NOT AGREE TO THESE TERMS, YOU MAY NOT ACCESS OR USE THE SERVICES IN ANY WAY.
- 2. Access to the Services.**
 - 2.1** You may only access the Services if you have been granted valid access rights by Philips or by a customer that has an agreement with Philips to grant access rights to certain designated internal users or guests (a “Customer”), as applicable. By using the Services, you represent that you will use the Services only in accordance with this Agreement and any additional restrictions communicated to you by Philips. To the extent you are granted access to the Services by a Customer, you acknowledge and agree that: (i) your use of the Services is conditional upon the agreement between Philips and such Customer remaining in full force and effect; (ii) the scope of the Services to which you have access is subject to the terms and conditions of the agreement between Philips and such Customer; and (iii) your right to access the Services will terminate immediately upon the termination of the agreement between Philips and such Customer.
 - 2.2** Subject to your compliance with this Agreement, Philips grants you a limited, non-exclusive, and non-transferable right and license to:
 - 2.2.1** download, install, and/or access the Application for your personal, non-commercial use, or for use in connection with the activities of Philips or a Customer, as applicable, in either case on a device owned or otherwise controlled by you, Philips, or the Customer, strictly in accordance with the Application’s documentation; and
 - 2.2.2** use the Application to access and use the Services, strictly in accordance with this Agreement.
- 3. Account.**
 - 3.1** To access and use the Services, you may be required to register and obtain a user account (an “Account”) by completing the registration process designated by Philips. As part of the registration process for an Account, you may be required to provide information, as prompted by the Account registration form.
 - 3.2** The information provided by you during the Account registration process is subject to verification by Philips, and Philips may accept or reject your Account or your use of the Services, in its sole discretion. By creating an Account, you certify that all information you provide is complete and accurate. You agree to update the information on your Account when required or requested, and you further agree not to use another person’s account without permission.
 - 3.3** You are responsible for maintaining the confidentiality of, and restricting access to, your Account and its associated password, and you agree to accept sole responsibility for all activities that occur under your Account or password. You agree to notify Philips immediately at productsecurity@philips.com of any breach of security or unauthorized use of your Account.
- 4. Restrictions.**
 - 4.1** You may access and use the Services only for lawful purposes and solely in accordance with this Agreement and any Philips instructions for use related to the Services. You must not, and you must not request, authorize, or encourage any other person to:
 - 4.1.1** engage in any activities through or in connection with the Services that seek to attempt to or do harm to any individuals or entities or are unlawful, offensive, obscene, violent, threatening, harassing, abusive, or that violate any right of any third party;
 - 4.1.2** distribute, copy, license, rent, sell, publish, lease, assign, or otherwise transfer the Services or any features or functionality of the Services or any content or proprietary materials of Philips to any third party;

- 4.1.3** modify, translate, adapt, or otherwise create derivative works or improvements based on the Services;
- 4.1.4** to the maximum extent permitted by applicable law, reverse engineer, decompile, disassemble, reverse assemble, or modify any source or object code or any software or other products, services, or processes accessible through any portion of the Services;
- 4.1.5** remove, alter, or obscure any copyright, trademark, or other intellectual property or proprietary rights notices from the Services;
- 4.1.6** engage in any activity that interferes with a user's access to the Services or the proper operation of the Services, or otherwise causes harm to the Services, Philips, a third party, or other users of the Services;
- 4.1.7** interfere with or circumvent any security feature of the Services or any feature that restricts or enforces limitations on use of or access to the Services;
- 4.1.8** upload invalid data, viruses, worms, or other software agents through the Services;
- 4.1.9** attempt to gain unauthorized access to the Services, computer systems, or networks connected to the Services, through hacking, password mining, or any other means;
- 4.1.10** harvest or otherwise collect or store any information of third parties (including personal information about other users of the Services), except in accordance with applicable privacy laws including as required, the express consent of such users, and except as may be expressly contemplated by this Agreement or the Philips Privacy Notice;
- 4.1.11** use any robot, application, or other automated means to access, copy, scrape, or index any portion of the Services;
- 4.1.12** access the Services through any technology or means other than those provided or authorized by the Services;
- 4.1.13** use the Services or any data obtained through the Services to send any unsolicited or unauthorized advertising, solicitations, promotional materials, spam, or other commercial electronic messages;
- 4.1.14** use the Services as an Electronic Medical Record (EMR), a data repository or a central archive; or
- 4.1.15** otherwise violate this Agreement or applicable law or use the Services in a way that is inconsistent with this Agreement or applicable law.
- 4.2** Philips will delete or request the removal of any users or Accounts, in its sole discretion and without liability, based on unacceptable or prohibited use. You understand that Philips is not obligated to give notice or explanation of such deletion or removal. Philips may take appropriate legal action, including referral to law enforcement authorities, for any illegal or unauthorized use of the Services.
- 5. Support and Updates.**
- 5.1** Philips may, from time to time, in its sole discretion, develop and provide updates to the Services, which may include upgrades, bug fixes, patches, and other error corrections or new features (collectively, including any related documentation, "Updates"). Updates may modify or delete in their entirety certain features and functionalities of the Services. You acknowledge and agree that Philips has no obligation to provide any Updates or to continue to provide or enable any particular features or functionalities of the Services. Philips may discontinue support for the Services at any time without liability to you.
- 5.2** Based on the means you use to access the Services:
- 5.2.1** available Updates to the Services may be automatically downloaded and installed; or
- 5.2.2** you may receive notice of or be prompted to download and install available Updates.
- 5.3** You acknowledge that if you fail to promptly download and install all Updates, then the Services may fail to properly operate. You agree that all Updates will be deemed part of the Services and will be subject to all terms and conditions of this Agreement.
- 5.4** You acknowledge that maintenance requirements or technical difficulties may result in temporary interruptions of the Services. Philips may modify or temporarily discontinue features or functionalities of the Services, at any time, for any reason, with or without notice. You acknowledge and agree that Philips will not be liable to you or to any third party for any of the direct or indirect consequences of any modification, malfunction, suspension, discontinuance, or interruption of the Services.
- 6. Privacy Notice.**

- 6.1** Use of the Services is governed by the Philips Privacy Notice. By accessing and using the Services, you agree to the collection, use, storage, and disclosure of your information in accordance with the Privacy Notice, which is incorporated by reference into this Agreement.
- 7. User Content.**
- 7.1** The Services include features and areas in which users may create, stream, upload, transmit, or store text, photos, videos, graphics, items, or other materials (collectively, "User Content"), the whole subject to the Philips Privacy Notice.
- 7.2** You are solely responsible for any User Content you provide through the Services, including the legality, reliability, integrity, accuracy, and quality of such User Content. You are also solely responsible for the means by which you acquire User Content and your use of User Content in connection with the Services, including compliance with all applicable laws and obtaining any consents that may be required for the collection, use, processing, and disclosure of any information that relates to an identified or identifiable individual. Philips will not be liable for the use or misuse of any information or data that is included in any User Content that you provide through the Services.
- 7.3** You are responsible for maintaining copies of any User Content provided through the Services, and Philips expressly disclaims any liability for any loss or destruction of User Content. Philips makes no representations that it will retain any User Content or other information associated with User Content in the event that the Services (or any features or functionalities thereof) are suspended, terminated, discontinued (temporarily or permanently), or otherwise made unavailable or in the event that your use of the Services is suspended or cancelled, for any reason whatsoever.
- 7.4** As between you and Philips, any User Content you provide remains your property. However, by providing any User Content through the Services, you hereby grant Philips a worldwide, royalty-free, fully paid-up, non-exclusive, perpetual, irrevocable, transferable and fully sublicensable (through multiple tiers) license for the purposes of enabling your access to and use of the Services and for any other purpose related to provision of the Services, in all cases subject to the terms and conditions of the Philips Privacy Notice, to use, copy, reproduce, distribute, perform and display, your User Content, in any format or media now known or hereafter developed.
- 7.5** You represent and warrant that you have all rights and title necessary to grant the licenses granted in this section, that your User Content is not fraudulent, false, misleading, tortious or otherwise in violation of any applicable law or any right of any third party (such as but not limited to copyright, trademark or patent, or any confidentiality obligation). Philips may review, monitor, or remove User Content at any time for any reason, without notice to you.
- 7.6** You understand that when accessing and using the Services, you may be exposed to User Content from other sources and users. Philips does not monitor the User Content posted or transmitted by users. Furthermore, Philips does not represent or endorse the legality, reliability, integrity, accuracy, or quality of any User Content displayed, uploaded, or distributed through the Services by any user or other third party. You acknowledge that any reliance upon any such third party User Content is at your sole risk.
- 8. Proprietary Rights.**
- 8.1** You have no ownership rights in the Services. You acknowledge and agree that the Services and all content (other than User Content), materials, and information related thereto constitute valuable proprietary, confidential, and trade secret information of Philips. The Services are protected by copyrights, trademarks, service marks, international treaties, and other industrial and proprietary rights and laws of the U.S. and Canada, and other countries. By agreeing to this Agreement, you acknowledge that, as between you and Philips, Philips owns and retains all rights, title, and interest in and to the Services, including all copyright, trademark, and intellectual property rights therein, and that the only right you have is the limited right to use the Services as set forth in this Agreement. All rights in the Services not expressly granted to you herein are reserved by Philips or its licensors.
- 8.2** You agree to maintain the confidentiality of the Services using at least as great a degree of care as you use to maintain the confidentiality of your own confidential information, but in no event less than reasonable care.
- 8.3** PHILIPS, Reacts and Collaboration Live are registered or unregistered trademarks of Koninklijke Philips N.V. The use and registration of the PHILIPS name is exclusively reserved to our company. You may not register

nor use a company name, statutory name, trade name, domain name or other name, indication or description, of which the Philips name or any name similar thereto or any name which consists of a part of the Philips name forms part nor shall it include any other registered trademark owned by Koninklijke Philips N.V.

- 8.4** You have no obligation to provide us with feedback, comments, suggestions, recommendations, ideas, concepts, suggestions, or proposals ("Feedback"). However, if you submit Feedback to Philips, then you grant Philips and its affiliates a fully paid-up, non-exclusive, worldwide, sub-licensable and transferable royalty-free license to make, use, sell, have made, offer to sell, import, reproduce, publicly display, distribute, modify, or publicly perform the Feedback in any manner Philips and its affiliates see fit, without any obligation, compensation, restriction or otherwise.

9. Third Party Materials.

- 9.1** The Services may display, utilize, include, or make available third party content (including data, information, applications, and other products services and materials) or provide links to third party websites or services ("Third Party Materials"). You acknowledge and agree that Philips is not responsible for Third Party Materials, including their accuracy, completeness, timeliness, validity, legality, quality, or any other aspect thereof. Philips does not assume and will not have any liability or responsibility to you or any other person or entity for any Third Party Materials. Third Party Materials may be subject to such third parties' terms and conditions, and you agree to comply with same.

10. Copyright Infringement.

- 10.1** Philips respects the intellectual property rights of others and expects you to do the same. Copyright owners may contact Philips to request the removal of any infringing content. In certain circumstances, Philips may terminate users of the Services who infringe the copyright or other intellectual property rights of others. If you believe that any material that can be accessed via the Services infringes a copyright that you own or control, please let Philips know by sending a notice comprising the below information by email at: info.ips@philips.com.

- 10.2** Your notice must comply with the following requirements:

- 10.2.1** A physical or electronic signature of the copyright owner or person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- 10.2.2** Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
- 10.2.3** Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material;
- 10.2.4** Information reasonably sufficient to permit us to contact you, such as address, telephone number, and, if available, an electronic mail address at which you may be contacted;
- 10.2.5** A statement by you that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law;
- 10.2.6** A statement that the information in the notification is accurate and under penalty of perjury, that you are the copyright owner or authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

- 10.3** The preceding information is provided exclusively for notifying Philips that your copyrighted material may have been infringed. All other inquiries, such as product related questions and requests or concerns regarding improper postings and/content, will not receive a response through this process.

11. Termination.

- 11.1** This Agreement remains in effect for as long as you maintain your ability to access the Services in accordance with the terms and conditions set forth in this Agreement. You may terminate your use of the Services at any time by sending an email to the Customer's administrator. Philips or the Customer's administrator may cancel your access to all or part of the Services and terminate this Agreement at any time for any reason, with or without notice to you. Your access to the Services will immediately and automatically terminate without notice if you violate any provision of this Agreement, if you cease to be

an authorized user of the Customer which invited you to access the Services, or if Philips elects to discontinue the Services.

11.2 You acknowledge and agree that termination may result in the immediate deletion of all User Content you have submitted through the Services. You further acknowledge and agree that Philips will not be liable to you or to any third party for any of the direct or indirect consequences of any termination of or change in your access to the Services or your Account or deletion of your User Content. Philips will make all decisions regarding the termination of your access and use of the Services in its sole reasonable discretion.

11.3 In the event of termination of this Agreement, all rights granted to you under this Agreement shall terminate, and: (i) you must cease all access to and use of the Services; (ii) you must delete all copies of the Application in your possession and control; and (iii) all provisions of this Agreement which by their nature should survive termination shall survive termination, including Section 8 (Proprietary Rights), Section 12 (Disclaimer of Warranties), Section 13 (Limitation of Liability), Section 14 (Indemnification), Section 17 (Governing Law), and Section 18 (Additional Provisions). Termination will not limit any of Philips' rights or remedies at law or in equity.

12. Disclaimer of Warranties.

12.1 Some jurisdictions do not allow the exclusion of or limitations on implied warranties or conditions. A portion or all of the following exclusions or limitations may therefore not apply to you.

12.2 YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT USE OF THE SERVICES IS AT YOUR SOLE RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES ARE PROVIDED TO YOU "AS IS" AND "AS AVAILABLE", WITH ALL FAULTS AND DEFECTS AND WITHOUT WARRANTY OF ANY KIND.

12.3 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, PHILIPS, ON ITS OWN BEHALF AND ON BEHALF OF ITS AFFILIATES AND ITS AND THEIR RESPECTIVE LICENSORS AND SERVICE PROVIDERS, EXPRESSLY DISCLAIMS ALL WARRANTIES, REPRESENTATIONS AND CONDITIONS, WHETHER EXPRESS, IMPLIED, LEGAL, STATUTORY OR OTHERWISE, WITH RESPECT TO THE SERVICES, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, DURABILITY, QUALITY, ACCURACY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT AND NON-INFRINGEMENT, AND ALL WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OR TRADE PRACTICE. WITHOUT LIMITING THE FOREGOING, PHILIPS PROVIDES NO WARRANTY OR UNDERTAKING, AND MAKES NO REPRESENTATION OF ANY KIND THAT: (I) THE FEATURES OR FUNCTIONALITIES CONTAINED IN THE SERVICES WILL MEET YOUR REQUIREMENTS, ACHIEVE ANY INTENDED RESULTS, OR MEET ANY PERFORMANCE OR RELIABILITY STANDARDS; (II) THE OPERATION OF THE APPLICATION WILL BE UNINTERRUPTED, TIMELY, SECURE, ERROR-FREE, OR COMPATIBLE WITH ANY OTHER SOFTWARE, APPLICATIONS, SYSTEMS OR SERVICES; (III) THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES WILL BE ACCURATE OR RELIABLE; OR (IV) DEFECTS OR ERRORS IN THE SERVICES WILL BE CORRECTED.

12.4 YOU UNDERSTAND AND AGREE THAT PHILIPS AND ITS AFFILIATES ARE NOT ENGAGED IN THE PRACTICE OF MEDICINE AND THAT THE SERVICES ARE INFORMATION TOOLS ONLY AND ARE NOT A SUBSTITUTE FOR THE PROFESSIONAL JUDGMENT OF HEALTHCARE PROVIDERS IN DIAGNOSING AND TREATING PATIENTS. HEALTHCARE PROVIDERS OR OTHER THIRD PARTIES THAT MAY BE CONSULTED THROUGH THE SERVICES ARE NOT PROVIDED OR RECOMMENDED BY, OR AFFILIATED WITH, PHILIPS IN ANY WAY. YOU FURTHER UNDERSTAND AND AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, PHILIPS IS NOT RESPONSIBLE OR LIABLE FOR ANY ADVICE, RECOMMENDATIONS, ACTIONS OR INACTIONS TAKEN OR PROVIDED TO YOU BY PARTIES OTHER THAN PHILIPS, INCLUDING ANY HEALTHCARE PROVIDERS, IN CONNECTION WITH YOUR USE OF THE SERVICES. THE SERVICES ARE NOT INTENDED FOR USE IN A MEDICAL EMERGENCY.

13. Geographic Restrictions.

13.1 Philips provides the Services for use only by persons located: (i) in the country in which the software was purchased, (ii) in countries in which the software has regulatory approval (which Philips can confirm upon written request), or (iii) in countries where the use of the Services is not prohibited by applicable laws. Outside of these circumstances, Philips makes no claims that the Services or any of the content available through the Services is accessible or appropriate. Access to the Services may not be legal by certain

persons or in certain countries. If you access the Services from outside these regions, you do so on your own initiative and Philips is not responsible for such use.

13.2 The Services may be subject to U.S. export controls and those imposed by other countries and may not be downloaded or otherwise exported to any country or to anyone prohibited by law. You agree to comply with any applicable import, export, and re-export laws applicable to your download, access and use of the Services.

13.3 In all cases, you represent and warrant that: (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a “terrorist supporting” country and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.

14. Mobile App Terms.

14.1 APPLE APP STORE TERMS

14.1.1 To the extent you are downloading the Application via the Apple App Store, the following terms apply to you.

14.1.2 You acknowledge that this Agreement is concluded between you and Philips only, and not with Apple. Philips, and not Apple, is solely responsible for the Application and the content thereof.

14.1.3 Apple is under no obligation to provide maintenance or support services with respect to the Application. In the event that Philips fails to conform to any applicable warranty under this Agreement, you may notify Apple, and Apple will refund the purchase price for the Application to you, if applicable, to the maximum extent permitted by law. To the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Application, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty is Philips’ sole responsibility.

14.1.4 You further acknowledge that Philips, not Apple, is responsible for addressing any claims that you or a third party may have relating to the Application, including (subject in all cases to the terms and conditions of this Agreement): (i) product liability claims; (ii) claims that the Application fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising from any consumer protection, privacy or similar legislation. In the event of any third party claim that the Application or your use or possession thereof infringes a third party’s intellectual property rights, Philips, not Apple, will be responsible for the investigation, defense, settlement and discharge of such intellectual property infringement claim (subject in all cases to the terms and conditions of this Agreement).

14.1.5 You acknowledge and agree that Apple, and Apple’s subsidiaries, are third party beneficiaries of this Agreement, and that, upon your acceptance of the terms and conditions of this Agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce this Agreement against you as a third party beneficiary thereof.