

## **EXHIBIT 27**

# UL COLLABORATION LIVE AND/OR REACTS, CT COLLABORATION LIVE AND/OR REACTS, AND MR COLLABORATION LIVE AND/OR REACTS SERVICE TERMS (Rev 26)

## 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 (a) ultrasound system, (b) computed tomography system, or (c) magnetic resonance 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, computed tomography, or magnetic resonance 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, and 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 Conditions of Service. 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 Conditions of Service, 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 Accounts and Subscriptions.
- **2.1.4** "End User License Agreement" or "EULA" means the terms and conditions with which Users must comply in order to use the Software Services currently available online at <a href="https://reacts.com/legal/terms">https://reacts.com/legal/terms</a>.
- 2.1.5 "Subscription" means an access purchased by the Customer to the Software Services.
- **2.1.6** "Usage Information" means the information associated with the Software Services.
- **2.1.7** "User" means an individual accessing any of the Software Services.
- **2.1.8** "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 acknowledges that: (i) before using the Software Services, each of its Users must agree to the EULA. Philips makes such terms available for agreement by each User through a click-wrap process enabled at the time each User creates their Account Information; (ii) 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; and (iii) Philips does not need any medical data to operate any of its Software Services.
- **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 though 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. Customer agrees that Philips shall not be liable to Customer or any other party if Philips does so.
  - 2.3.7 Abusive or excessive usage of the Software Services may result in the temporary or permanent suspension of Customer's 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 User's, Account Information and User Content cannot be restored.