

## Exhibit 21

### ADDITIONAL TERMS AND CONDITIONS FOR IMAGE GUIDED THERAPY DEVICE SERVICING (Philips Laser System and CVX-300 Excimer Laser)

#### 1. Services Provided.

- 1.1 Technical Telephone Support. Technical telephone support is available twenty-four (24) hours per day, seven (7) days per week by calling (800) 231-0978.
- 1.2 Service Response. If assistance is required, Customer will call toll free number (800) 231-0978 to speak with a Philips representative, who will advise Customer on the most appropriate method(s) to resolve the problem. This advice may take the form of instruction to Customer, or if deemed appropriate, a Philips Service Engineer(s) ("Service Engineer(s)") will be dispatched to Customer's location. Every reasonable effort will be made to respond to a request within twenty-four (24) hours of Customer's call.
- 1.3 Preventative Maintenance. Philips' Service Engineer(s) will make Preventive Maintenance visits at mutually agreeable times. During each visit, the Service Engineer(s) will evaluate the Equipment's performance. Calibration, alignments, adjustments, lubrication, required gases, windows, and seal ring replacement will be performed as deemed necessary by the Service Engineer(s) to maintain the Equipment in accordance with Philips' applicable specifications.

#### 2. Parts.

- 2.1 Parts requested by Customer for spares or inventory may be supplied, at the discretion of Philips, and invoiced to Customer at the current Customer List Price.

#### 3. System Access.

- 3.1 If requested by Philips, Customer will provide Philips with access to the Equipment via USB data port for purposes of providing service for the system, updating system software, and uploading of products data files (such as but not limited to error logs and utilization data for improvement of Philips products and services).
- 3.2 Customer's failure to provide such USB data port access will constitute Customer's waiver of the maintenance service for the Equipment and will void support or warranty coverage of system malfunctions until such access is provided.
- 3.3 System data collected by Philips pursuant to such access does not contain any protected health information (within the meaning of the HIPAA Privacy Rule) or any information that is capable of identifying an individual.
- 3.4 All visits made by Philips will be service calls, general inspections, or courtesy calls, during which the Service Engineer(s) will have full and unencumbered access to the Equipment.
- 3.5 Customer is responsible to ensure that the Equipment to be serviced is readily accessible to the Service Engineer(s) at the agreed-upon time. Customer shall provide a suitable workplace for laser service activity as scheduled to maintain performance of the Equipment.
- 3.6 Customer may reschedule service calls, without charge, by providing Philips a minimum two (2)-day written change notice.

#### 4. Customer Responsibilities.

- 4.1 Customer agrees not to alter or service the Equipment without prior consultation and written approval from Philips or use any parts other than those supplied or specified by Philips.
- 4.2 Customer will ensure that only trained personnel operate the Equipment.

#### 5. Exclusions.

- 5.1 Labor will be performed from 8:00 am – 5:00 pm, Monday through Friday local time at Equipment location, excluding holidays ("Business Hours"), travel expenses, required consumable parts, gases, reference catheters and footswitches, and shipment charges to and from the Site.
- 5.2 This Agreement does not include fiber optic devices, safety glasses, dust covers, danger signs or display keys. Damage caused to the Equipment or any part thereof, by accident, failure of electrical power, Force Majeure, the use of unauthorized parts or service, or negligence is not covered under this Agreement.
- 5.3 Work performed by Philips on the Equipment for such causes, shall be billed to Customer separately from this Agreement at Philips then-current hourly rate for labor and travel plus list price of parts.