

EXHIBIT 29

ADDITIONAL TERMS AND CONDITIONS FOR REPAIRED ULTRASOUND TRANSDUCER

1. Services.

- 1.1** This service provides repaired transducers on an Exchange Basis (as defined below), unless otherwise indicated in the Quotation.

2. Service Coverage.

- 2.1** Repaired Transducers. Repaired transducer coverage is available for transducers actively in use with the installed system(s) and identified for coverage under this Agreement. Philips will replace transducers that are damaged due to normal wear and tear that are qualified under Philips qualification process, at Philips' sole discretion ("Qualification Process") as a damaged transducer ("Damaged Transducer") with a repaired transducer that substantially performs to the transducer's original manufacturing specifications, during the term of the Agreement.

- 2.1.1** Replacement transducers provided by Philips will be repaired; however, in the event a repaired transducer is not available, then a refurbished transducer will be provided. All replacement transducers are subject to Philips-approved quality procedures.

- 2.1.2** Definition of Exchange Basis. If Customer determines that its transducer is not functioning as intended and may qualify as a Damaged Transducer, Customer will contact Philips indicating that their transducer is damaged, and the Philips representative will orally assess whether the transducer qualifies. Upon successful completion of such assessment, Philips will ship a replacement transducer to Customer. To perform the exchange, Customer will ship the transducer back to Philips after receiving the replacement transducer; however, upon receipt of Customer's transducer, Philips reserves the right to perform a final physical assessment to determine if it qualifies as a Damaged Transducer. To the extent Philips determines the returned transducer does not exhibit normal wear and tear, Philips will invoice Customer fifty percent (50%) of the replacement transducer's list price.

- 2.1.3** Transducers returned to Philips for replacement become the property of Philips. Customer may not resell to, or exchange such transducers with, any third party. Failure by Customer to return transducer will result in Customer receipt of an invoice from Philips of the Customer-retained full transducer's list price.

- 2.1.4** If Philips determines that a transducer was previously repaired by a third party, then Philips will notify Customer and the transducer will be treated as if it were accidentally damaged (see Section 3 of this Exhibit, Accidentally Damaged Transducers). Indications of third-party repair may include, but are not limited to, poor bead application on ends of sheath, loose sheath, sheath delamination, or sheath separation.

- 2.1.5** Repair Limitations for Ultrasound Transducers. Philips is responsible for providing transducers that function substantially to the original manufacturer's specifications. Repaired transducers may not include cosmetic repairs, component upgrades, or software upgrades. Philips will not repair or provide transducers previously repaired by third parties.

- 2.2** Labor and Travel. Unless indicated otherwise in the Quotation, only labor (remote) necessary to perform the Services is included in Repaired Transducer coverage.

3. Accidentally Damaged Transducers.

- 3.1** To the extent a transducer is damaged by accident (and not normal wear and tear) whether identified by Customer or via the Qualification Process identified in the replacement process for Damaged Transducer above, Customer may purchase a replacement transducer at a discount of fifty percent (50%) of the transducer's list price. Accidental damage may include, but is not limited to, a cut sheath; crushed insertion tube; corrosion and/or fluid in the handles and/or connectors; or handle, connectors, or lens damage, such as cuts, dents, gouges, and punctures.

4. TEE (Repaired) Ultrasound Probe Pool.

- 4.1** TEE (Repaired) Ultrasound Probe Pool coverage ("TEE (Repaired) Pool Coverage"). For TEE (Repaired) Pool Coverage, the Quotation shall specify (a) the number of TEE (Repaired) Pool exchange swaps ("Exchange Swap(s)") allowed, per year of coverage; (b) the type of transducer(s); (c) the Site, and (d) the covered

ultrasound system(s) to which the pool applies. As Customer uses Exchange Swaps, the number of pre-purchased Exchange Swaps stated on the Quotation will be reduced by the number of Exchange Swaps used by Customer.

4.1.1 TEE (Repaired) Ultrasound Pool coverage (i.e., number of Exchange Swaps per year) will renew on the annual anniversary date of the Agreement.

4.1.2 Any remaining Exchange Swap(s) will not be carried over to the subsequent Agreement year.

4.1.3 If the TEE (Repaired) Pool Coverage is exhausted, then Customer may request a replacement transducer at a fifty percent (50%) discount off of the list price for the specific transducer.

4.1.4 If TEE (Repaired) Pool Coverage expires as indicated in the Agreement, or in case of termination of this Agreement, no credit for any unused Exchange Swaps is carried forward or eligible for refund.

5. Warranty and Warranty Disclaimer.

5.1 Philips warrants that the replacement transducer provided as described in Section 2.1.1 of this Exhibit will be free from substantial defects in material and workmanship for a period of ninety (90) days from the date the parts were shipped to Customer. For the avoidance of doubt, no such warranty applies to any replacement parts used by Philips in providing its ultrasound system corrective maintenance service. This warranty does not cover any defect or failure to perform that is the direct or indirect result, in whole or in part, of accident, abuse, misuse, or operation of the Equipment in which the part is installed outside of its environmental, electrical, or performance specifications; power fluctuations or failures, fires, floods, or other similar or dissimilar natural causes; or improper installation or calibration. If a replacement transducer does not comply with this warranty, as Customer's exclusive remedy, upon Customer's prompt return of the part to Philips, Philips shall repair or replace such replacement transducer. THE WARRANTIES STATED ABOVE ARE EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT WITH RESPECT TO ANYTHING PROVIDED BY PHILIPS OR ITS SUBCONTRACTOR UNDER THIS EXHIBIT OR THE AGREEMENT. CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR ANY BREACH OF THIS WARRANTY IS THE REPAIR OR REPLACEMENT OF A NON-CONFORMING REPLACEMENT TRANSDUCER AND THE REPAIR OF COVERED EQUIPMENT FOR ANY NON-CONFORMING SERVICE.