PHILIPS

Exhibit 4
Additional Terms for Uptime Guarantee (Rev 27)

1. Services.

1.1 Philips shall provide to Customer the Uptime Guarantee as specified in the Quotation in accordance with the terms and conditions of this Uptime Guarantee (the "Uptime Guarantee") on the Equipment listed in the Quotation as having uptime as a deliverable ("Uptime Equipment").

1.2 The Uptime Guarantee applies only, and Customer will only be entitled to the benefits of this Uptime Guarantee, if and to the extent Customer fully met all its contractual obligations, including, immediately inform Philips of any problems with the Equipment and its responsibilities set forth in Section 5 of the Conditions of Service and, if applicable, Section 2 of Exhibit 3A (Additional Terms and Conditions for Imaging Services).

1.3 In the event that the Uptime Guarantee has not been met, then Customer, as its sole and exclusive remedy, will receive the compensation of future Agreement term as described in Section 3 below.

2. Definitions for Determination of Uptime Percentage.

2.1 "Base Hours" means the hours per day and days per week over which Uptime Hours and Downtime will be calculated during the Measurement Period. The Base Hours are the contracted hours of coverage as defined in the Agreement for each particular piece of Uptime Equipment.

2.2 "Downtime" means the time that the Uptime Equipment is unable to produce diagnostic images during the Base Hours of any given Measurement Period solely due to Philips' design, manufacturing, materials, or Service performance failure. Measurement of Downtime commences when Customer notifies Philips that the Uptime Equipment is unable to produce diagnostic images. Downtime does not include time due to planned maintenance service, cryogen replenishment, installation of upgrades and updates, x-ray tube replacement, or an occurrence or condition excluded under the Agreement. Philips may verify Downtime and adjust calculations accordingly.

2.3 "Measurement Period" for determining the Uptime Percentage is 12 calendar months beginning on the Effective Date of the Agreement. Any subsequent Measurement Period will be 12 calendar months, until termination/expiration of the Agreement. In case the last Measurement Period is shorter than 12 calendar months, the measurement will take place on a pro rata basis.

2.4 "Uptime Guarantee" is the minimum Uptime Percentage as set out in the Quotation.

2.5 "Uptime Hours" is determined by subtracting the total Downtime from the Base Hours for a particular piece of Uptime Equipment: (Uptime Hours = Base Hours – Downtime).

2.6 "Uptime Percentage" is determined by dividing the Uptime Hours by the Base Hours and multiplying the result by 100: (Uptime Percentage = (Uptime Hours/Base Hours) x 100).

Example:

Base Hours = 8 AM to 5 PM Monday through Friday* over the 12-month Measurement Period.
9 hours x 5 days x 52 weeks = 2,340 Base Hours
2,340 Base Hours – 60 Downtime hours = 2,280 Uptime Hours
(2280 / 2340) * 100 = 97.4% Uptime Percentage
*Depending on the Service Window agreed in the Quotation.

3. Adjustment Schedule.

3.1 If the Uptime Percentage specified in Section 3.2 below is not achieved for System Uptime, then the specified future contract reduction will be applied to all payments due during the next Uptime Measurement Period (one year) for the System that did not achieve the Uptime Percentage.

3.2 Agreement Payment Adjustment Schedule for System

3.2.1 99% Uptime Guarantee.

3.2.1.1 **Uptime Percentage**: 99%-100% Equals Contract Reduction: None.

3.2.1.2 **Uptime Percentage**: < 99% Equals Contract Reduction: 7%.

3.2.2 98% Uptime Guarantee.

3.2.2.1 **Uptime Percentage**: 98%-100% Equals Contract Reduction: None.

3.2.2.2 **Uptime Percentage:** <98% Equals Contract Reduction: 6%.

3.2.3 96% Uptime Guarantee.

3.2.3.1 **Uptime Percentage**: 96%-100% Equals Contract Reduction: None.

3.2.3.2 **Uptime Percentage**: <96% Equals Contract Reduction: 5%.

3.2.4 95% Uptime Guarantee.

3.2.4.1 **Uptime Percentage**: 95%-100% Equals Contract Reduction: None.

3.2.4.2 **Uptime Percentage**: <95% Equals Contract Reduction: 4%.

4. Reports.

4.1 Uptime Percentage performance reports will be provided at Customer's request for any Measurement Period while this Uptime Guarantee remains in effect. To receive any applicable benefit, Customer must notify Philips in writing that the Uptime Guarantee was not achieved for a particular Equipment within 60 days after the end of a Measurement Period.

5. Warranty Disclaimer.

5.1 Philips full Uptime Guarantee obligations to Customer are described in this Exhibit. Philips provides no warranties under this Uptime Guarantee. No warranty of merchantability or fitness for a particular purpose applies to this Uptime Guarantee.

6. Limitations of Remedies and Damages.

6.1 Philips total liability, if any, and Customer's exclusive remedy with respect to this Uptime Guarantee and Philips performance hereunder is limited to the remedies stated herein.