

From: [Sturgeon, Tyler](#)
To: [Fick, Mackinzey](#)
Cc: [Jackson, Lisa](#); [Eversole, Sandra](#); [Krausz, Fawntella](#)
Subject: CON 6196 HS
Date: Tuesday, May 20, 2025 3:51:14 PM
Attachments: [image001.png](#)
[Mercy Hospital South - Intuitive Purchase Quote 2025-05-19.pdf](#)
[Quotation for Trumpf Robotic Table - 10021584 \(1\).pdf](#)

Hi Mackinzey - Responses below:

- The Intuitive quote is dated valid until 3/31/25. Provide a new quote. **Attached**
- The Hillrom quote is dated valid until 4/30/25. Provide a new quote. **Attached**
- Are cents included on year 1 of the revenues and expenses form? **Yes**

From: Fick, Mackinzey <Mackinzey.Fick@health.mo.gov>
Sent: Tuesday, May 13, 2025 8:57 AM
To: Sturgeon, Tyler <Tyler.Sturgeon@Mercy.Net>
Subject: CON 6196 HS
Importance: High

External Email: Please be careful when opening attachments or clicking on links. - Mercy Technology Services

Tyler,

After review of the application, some additional information is needed.

- The Intuitive quote is dated valid until 3/31/25. Provide a new quote.
- The Hillrom quote is dated valid until 4/30/25. Provide a new quote.
- Are cents included on year 1 of the revenues and expenses form?

This information is needed by Friday, May 23rd, 2025.



Mackinzey Fick

Assistant Program Coordinator
Certificate of Need Agency :

<http://health.mo.gov/information/boards/certificateofneed/index.php>

Missouri Department of Health and Senior Services
920 Wildwood Drive, Jefferson City, MO. 65102

✉: mackinzey.fick@health.mo.gov | ☎: 573-751-6403

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Intuitive Surgical, Inc.
1020 Kifer Road
Sunnyvale, CA 94086
800-876-1310

Quote Details

Quote ID	Q-00061397
Quote Date	9/24/2024
Valid Until	09/30/2025
Sales Rep	Nick Purcell
Phone Number	+1-314-495-2080
Email	nick.purcell@intusurg.com

Company Information

Hospital Name	Mercy Hospital South
SF ID/IDN Affiliation	13415/Mercy
Address	10010 Kennerly Rd
City, State, Zip	St. Louis, Missouri, 63128-2185
Contact Name	
Telephone	

Please submit orders electronically via GHX or fax to 408-523-2377

Part Number	Qty	Item	Price	Subtotal
Systems				
	1	Da Vinci 5 Single Console System (Fluorescence Imaging Included): One (1): da Vinci 5® System Console One (1) da Vinci 5® System Tower One (1) Integrated Insufflator One (1) Integrated E-200 Generator One (1) CO2 Tank Kit One (1): da Vinci 5® System Patient Cart One (1) da Vinci 5® Operating System Software Package (including Integrated table motion) Vision Equipment Accessories Training Instruments da Vinci 5 ® System Documentation	\$ 2,500,000.00	\$ 2,500,000.00
Upgrades				
	1	Intuitive Hub containing: - Media Manager - Telepresence	\$ 0.00	\$ 0.00
	1	Da Vinci E-200 Generator (Backup)	\$ 25,000.00	\$ 25,000.00
Freight				
	1	System Freight - Central (AR, IA, IL, KS, LA, MN, MO, ND, NE, OK, SD, TX, WI)	\$ 11,000.00	\$ 11,000.00
Total				\$ 2,536,000.00

Part Number	Months	Item	Price	Annual Service Fee
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Service				
	12	da Vinci 5-Single Console-Human Use (Systems)-SERVICE PLAN : DVCOMPLETE CARE-Warranty (Included)	\$ 0.00	\$ 0.00
	48	da Vinci 5-Single Console-Human Use (Systems)-SERVICE PLAN : DVCOMPLETE CARE-After Warranty Service (Annual)	\$ 195,000.00	\$ 195,000.00
	12	SERVICE PLAN : E-200 BACKUP-Warranty (Included)	\$ 0.00	\$ 0.00
	48	SERVICE PLAN : E-200 BACKUP-After Warranty Service (Annual)	\$ 0.00	\$ 0.00
Subscription				
	12	CLOUD SERVICES SUBSCRIPTION PACKAGE-Subscription (Included)	\$ 0.00	\$ 0.00
	48	CLOUD SERVICES SUBSCRIPTION PACKAGE-Subscription Fee	\$ 70,000.00	\$ 70,000.00

Terms and Conditions

1) Terms and Conditions

- 1.1 A signed Sales, License, and Service Agreement ("SLSA") or equivalent is required prior to shipment of the System(s) or System Upgrades. All site modifications and preparation are the Customer's responsibility and are to be completed to the specification given by Intuitive Surgical, Inc. ("Intuitive") prior to the installation date.
- 1.2 Customer acknowledges that the cleaning and sterilization equipment, not provided by Intuitive, is required to appropriately reprocess da Vinci® instruments and endoscopes. Please refer to the Intuitive Surgical Reprocessing website: <https://reprocessing.intuitivesurgical.com>. Customer is responsible for ensuring that its' cleaning and sterilization program comply with all health and safety requirements.

2) REQUIREMENTS PRIOR TO SHIPMENT

- 2.1 System delivery is subject to credit approval **and** receipt of Customer's purchase order by Intuitive. Whether or not Customer issues a purchase order does not affect Customer's commitment to acquire and pay for the System.

Please provide the following for shipment and billing reference:

- Purchase Order No: _____
- Point of Contact: _____
- Email: _____
- Phone Number: _____

3) I&A Terms and Conditions:

- 3.1 To place an order, please fax Purchase Order to Intuitive Surgical Customer Service at 408-523-2377 or submit through the Global Health Exchange (GHX). Payment Terms are Net 30 days from invoice date. Delivery is subject to credit approval by Intuitive Surgical. Estimated 2-Day standard delivery. Standard shipping terms are FCA from Intuitive's warehouse and are subject to inventory availability. All taxes and shipping charges are the responsibility of the Customer and will be added to the invoice, as appropriate. Pricing is subject to change without notice. A \$9.95 handling charge will be applied for any shipments using Customer's designated carrier.

4) Return Goods Policy:

- 4.1 All returns must be authorized through Intuitive Surgical Customer Service, please call 800-876-1310 to obtain a Return Material Authorization Number (RMA#). All items must be accompanied with valid RMA# for processing and are requested to be received within 14 days of issuance, or the RMA could be subject to cancellation. Intuitive Surgical will prepay for the return of the defective instruments. Upon identification of a defective instrument, please call Intuitive Surgical Customer Service within 5 business days. Prior to returning to Intuitive Surgical, items must be cleaned and decontaminated in accordance with the then current local environmental and safety laws and standards. For all excess inventory returns, items are required to be in the original packaging with no markings, seals intact, and to have been purchased within the last 12 months. Package excess returned inventory in a separate shipping container to prevent damage to original product packaging.

5) Exchange Goods Policy:

- 5.1 Repairs to Endoscope, Camera Head and Skills Simulators may qualify for Intuitive Surgical advanced exchange program. Please contact Customer Service or send email to CustomerSupport-ServiceSupport@intusurg.com to obtain information on our current exchange program.

6) Credit Policy:

- 6.1 Intuitive will issue credit against the original purchase order after full inspection is complete. Credit for defective returns: Intuitive will issue credit on products based on failure analysis performed and individual warranty terms. For instruments, credit will be issued for the remaining lives, plus one additional life to compensate for usage at the time the issue was identified. Evidence of negligence,

misuse and mishandling will not qualify for credit. Credit for excess inventory returns: Excess Inventory returns will be valued at the invoice price. Original packaging must be unmarked, undamaged and seals intact to qualify for credit. Credit will be issued if the products were shipped less than 12 months prior to return request, the original package is intact, and the product is within expiration date. Intuitive will retain all returned products.

7) Miscellaneous:

7.1 Warranty: Warranties are applied for manufacturing defects.

- Endoscope, Camera, Simulator, Systems and System upgrades – 1 year warranty.
- Accessories – 90-day warranty.
- Instruments: see above for credit.

7.2 Any term or condition contained in your purchase order or similar forms which is different from, inconsistent with, or in addition to these terms shall be void and of no effect unless agreed to in writing and signed by your authorized representative and authorized representative of Intuitive Surgical. The terms and conditions of this quote, including pricing, are confidential and proprietary information of Intuitive Surgical and shall not be disclosed to any third party without the consent of Intuitive Surgical. For questions, please contact Customer Service at 800-876-1310.

EXHIBIT A
Deliverables, Price and Delivery

da Vinci 5® Single Console System (Firefly® Fluorescence Imaging Enabled)

One (1): da Vinci 5® System Console
One (1): Integrated Simulator
One (1): da Vinci 5® System Tower
One (1): Integrated Intuitive HUB
 One (1): Integrated Insufflator
 One (1): Integrated E-200 Generator
 One (1): CO2 Tank Kit
One (1): da Vinci 5® System Patient Cart
One (1): da Vinci 5® Operating System Software Package (including Integrated Table Motion)
 Warranty period: One (1) year from the Acceptance

Vision Equipment:

 One (1): NIR Handheld Camera Control Unit
 One (1): NIR Handheld Camera Light Source
 One (1): NIR Handheld Camera
 Two (2): da Vinci 5® Endoscope, 0°
 Two (2): da Vinci 5® Endoscope, 30°
 Four (4): da Vinci 5® Endoscope Trays
 One (1) NIR Handheld Reprocessing Tray
 Warranty period: One (1) year from the Acceptance

Accessories:

 One (1): Box of 10: Tip Cover Accessory (For use with Endowrist Monopolar Curved Scissors)
 Three (3): Monopolar Cautery Cord
 Three (3): Bipolar Cautery Cord
 Eight (8): 8 mm Hex Cannula, standard
 Two (2): Box of 6: 8 mm Bladeless Obturator
 Four (4): Box of 10: Universal Seal (5-12mm)
 One (1): Box of 3: 8mm Gage Pin
 Two (2): Pack of 20: Instrument Arm Drape
 One (1): Pack of 20: Column Drape
 Three (3): 8mm Instrument Introducer
 Two (2): 12mm Stapler Cannula
 Two (2): Box of 6: Da Vinci Insufflator Tube Set - Smoke Evacuation
 One (1) NIR Handheld Camera Light Guide
 One (1): Light Guide Adapter for Schoelly and Storz endoscopes
 One (1): Laparoscope 10mm, 0°, NIR
 One (1): Laparoscope 10mm, 30°, NIR
 One (1): Laparoscope 5mm, 0°
 One (1): Laparoscope 5mm, 30°
 Warranty period: 90 days from Acceptance

Training Instruments

 One (1): Monopolar Curved Scissors, Training
 One (1): Force Bipolar, Training
 One (1): Large Needle Driver, Training
 One (1): Mega SutureCut Needle Driver, Training
 One (1): Cadere Forceps, Training
 Warranty period: 90 days from Acceptance

da Vinci 5® System Documentation

One (1): da Vinci 5 System User Manual
One (1): E-200 User Manual
One (1): Insufflator/Tube Set User Manual
One (1): Force Feedback User Manual
One (1): Integrated table Motion, Quick Reference Guide: Bedside
One (1): Integrated Table Motion, Quick Reference Guide: Anesthesia
One (1): Reprocessing Wall Chart Kit
One (1): Cleaning and Sterilization Kit
One (1): US Language Kit
One (1): Da Vinci 5 Representative Adult Uses System User Manual Addendum
One (1): Da Vinci 5 SynchroSeal Instruments and Accessories User Manual Addendum
One (1): SureForm 45 and SureForm 60 Instruments and Accessories User Manual Addendum
One (1): SureForm 45 and SureForm 60 Force Fire, FDA Guidance
One (1): NIR Camera System User Manual Addendum
One (1): Universal Reprocessing Hardware kit
Two (2): Endowrist Instrument Release Kit (IRK)
Warranty period: n/a

Upgrades with Incremental Costs:

One (1): Backup E-200 Kit (plus service)
Warranty period: One (1) year from the Acceptance

(all kits subject to change without notice)



Customer Name: Mercy Hospital South
Saint Louis, MO

Customer Number: 10008123

Quote Number: 10021584-4

Account Manager: Ryan Alick
636-459-1602
ryan_alick@baxter.com

Expiration Date: 8-30-2025



Hillrom™



Thank you for your inquiry. Our quote is subject to our General Terms and Conditions, available upon request.

Best Regards,

Ryan Alick

ryan_alick@baxter.com

636-459-1602

Item	Item Description	Qty	Unit Price	Net Price	Extended Net Price
112011	TruSystem 7000dV Standard Table Package HealthTrust Surgical Tables - HPG-63914	1	83,674.10	83,674.10	83,674.10
PTP-TS7000DV-3	Protection+, 3 years, TS7000dV Surgical Table	1	13,768.26	13,768.26	13,768.26
1798326	Cable remote control TS7000 (dV) HealthTrust Surgical Tables - HPG-63914	1	1,015.40	1,015.40	1,015.40
112125	APEX Advanced Robotics Positioning HealthTrust Surgical Tables -	1	11,495.45	11,495.45	11,495.45
Total for Products and Services					\$ 109,953.21
FRT-TABLE	Freight OR Table	1	1,500.00	1,500.00	1,500.00
Grand Total					\$ 111,453.21

Financing options available. For more information visit hillrom.com/financial-services or contact your Hillrom representative.

To place an order, email PO to Orders_surgical@baxter.com.

Please make all PO's payable to Hill-Rom Company, Inc. referencing quote number **10021584-4** on your order.

Baxter is not currently able to make a representation or certification as to the country of origin of the components of equipment or supplies offered under this agreement. Baxter is diligently working to confirm information regarding country of origin for the equipment and/or supplies being offered.



**HILL-ROM COMPANY, INC. ("HILLROM")
SURGICAL SOLUTIONS STANDARD TERMS AND CONDITIONS**

1. **GROUP PURCHASING ORGANIZATION (GPO) PARTICIPATION:** To the extent Purchaser is a member of a GPO and any products on Hillrom's quotation are covered under an agreement with Purchaser's designated GPO, then Purchaser's purchase of such products shall be governed by the terms and conditions of the applicable GPO agreement and any terms and conditions stated herein under these "Surgical Solutions Standard Terms and Conditions" shall be of no force or effect. Any products on Hillrom's quotation not covered under a GPO agreement with Purchaser's designated GPO shall be subject to the "Surgical Solutions Standard Terms and Conditions" set forth herein.

2. **ACCEPTANCE:** Hillrom makes all quotations and accepts orders only on the terms and conditions stated herein (this "Agreement") except as expressly set forth under Section 1. No conditions stated by Purchaser shall be binding upon Hillrom if in conflict with, inconsistent with, or in addition to the terms and conditions stated herein, unless expressly accepted in writing and signed by Hillrom's appointed management representative. Once Hillrom accepts order, additional charges will apply for any subsequent change orders required by Purchaser. If applicable, orders cannot be entered into production until all drawings are completed and signed off.

3. **PRICES; SHIPPING:** All prices are: (a) Hillrom's current prices and are effective only for the time period as stated in the quotation; (b) net Freight on Board (FOB) Destination with freight charges and related insurance prepaid and added to invoice. Purchaser shall be billed for all applicable sales and other taxes until such time as Purchaser provides a tax-exempt certificate (resale certificate) to Hillrom with respect to such taxes. Applicable taxes will be calculated and billed at time of invoicing.

4. **PAYMENT TERMS:** For projects requiring installation, a 25% non-refundable deposit on the products sold is required at time of order. The balance of the order less installation costs, as well as shipping charges, will be invoiced at time of shipment. The remaining balance, including installation services, will be invoiced upon customer's installation acceptance, but in no case will this exceed 10 days from the time installation is completed as determined by Hillrom. Where installation is not included in the purchase price, 100% of the purchase price will be invoiced at time of shipment. Credit cards will not be accepted for payment except for consumables and small spare parts/accessories. Payment terms are Net 30 Days from date of invoice. Unless waived by Hillrom in writing, overdue undisputed invoices shall be subject to a late payment charge equal to the lesser of one and one half percent (1½ %) per month or the maximum rate allowed by law. Purchaser agrees to pay Hillrom for any and all costs and expenses (including, without limitation, reasonable attorneys' fees) incurred by Hillrom to collect any amounts owed to it under this Agreement.

5. **INSTALLATION (GENERAL):** For projects requiring installation, installation charges will be itemized in Hillrom's sales quote and installation responsibilities are defined in detail in the Hillrom Pre-Installation Manual, which will be provided to Purchaser upon request. Hillrom installation charges include the attachment of the Hillrom equipment onto the previously installed mounting systems (installed by others), the connection and setup of the low voltage for the light controls via the wall control panels, and the assembly of the Hillrom equipment and accessories. Electrical work, medical gas connections, and structural work are NOT included in the Hillrom installation charge and such work shall be the responsibility of Purchaser. Installation charges are also valid for onsite training and supervision of union contractors if installation by union trades is required. Hillrom personnel must be present onsite for training and supervision of union installation of Hillrom equipment to validate the product warranty. Installation charges do not include the cost associated with hiring union labor. Union labor installation costs are the responsibility of the customer/ contractor. Also, Beacon Medaes columns are contractor-installed and Hillrom is not responsible for the pre-installation or installation of these columns. These columns are also the responsibility of Beacon Medaes for service and warranty.




6. INSTALLATION (NON-HILLROM VIDEO AND CABLE PULLS): Hillrom will complete non-Hillrom video and communication cable pulls during the production of Hillrom product as follows: Hillrom will complete the pulls at NO CHARGE if the cables are received by Hillrom at 1046 LeGrand Blvd., Charleston SC 29492 no later than two weeks prior to the production date of the product. The cables MUST BE LABELED WITH THE NAME OF THE FACILITY AND EQUIPMENT THAT IT SHOULD BE PULLED THROUGH when shipped as well as detailed instructions for the cable pull. Hillrom is not responsible for lost or damaged cables. If cables are NOT received prior to the shipment of the product then there will be a fee of \$1000 per mount for non-Hillrom cable pulls completed by Hillrom at the installation site and additional travel charges may apply if a return trip is required.

7. INSTALLATION (HELION™ INTEGRATED SURGICAL SYSTEM): Installation charges will be itemized in Hillrom's sales quote and installation responsibilities are defined in detail in the Hillrom Pre-Installation Manual, which will be provided to Purchaser upon request. Hillrom will provide required cable and complete cable pulls, through Purchaser provided conduit as specified in the Pre-Installation Manual, in the room where the Helion™ Integrated Surgical System ("Helion") is being installed from the in room components to the Helion rack. Any additional cable pulls or installation requirements from the Helion rack to the customer's network outside the room will be the responsibility of Purchaser.

8. SOFTWARE LICENSE GRANT; RESTRICTIONS.

a. Unless a separate software license agreement is entered into between Hillrom and Purchaser, the following terms and conditions in this Section 6 ("Software License Grant; Restrictions") govern the use of any software provided by Hillrom in connection with the purchase of a product under this Agreement, including any embedded software, updates, upgrades, enhancements, or modifications provided by Hillrom to Purchaser from time to time (collectively, the "Software"). The Software and all documentation related thereto, whether on disk, in read only memory, or any other media or in any other form, is licensed and not sold by Hillrom to Purchaser, and is for use only in connection with the product and subject to these terms and conditions, and Hillrom reserves all rights not expressly granted to Customer.

b. Unless a subscription/term Software license has been purchased by Purchaser (in which case the license term shall be set forth in the applicable Hillrom quotation), Hillrom hereby grants to Purchaser a perpetual, non-exclusive, non-transferable, limited license to use for Purchaser's internal business purposes the Software in the products, along with all third-party software that Hillrom may have purchased, licensed, or otherwise acquired from third parties and delivered to Purchaser in machine-readable object code form as part of the products and related product documentation, subject to the license scope and other restrictions set forth in this Section. Without Hillrom's prior written consent, Purchaser will not: (i) copy, sublicense, distribute, rent, lease, loan, resell, modify or translate the Software or any portions thereof, or create derivative works based thereon; (ii) directly or indirectly decompile, disassemble, reverse engineer or otherwise attempt to learn the source code, structure or algorithms underlying the Software; (iii) provide service bureau, time share or subscription services based on the Software; (iv) remove, obscure or modify any markings, labels, or any notice of the proprietary rights, including copyright, patent, and trademark notices of Hillrom, its corporate affiliates, or its licensors; (v) use the Software in any other manner except as expressly set forth herein; or (vi) install the Software in any other hardware or network server other than may be provided by Hillrom or is explicitly authorized by Hillrom in writing for running the Software (collectively, "Restrictions"). This Section does not convey to Purchaser any rights to patents, copyrights, trade secrets, trademarks, or any other rights, title, or interest in the embedded software, but only a limited right of use terminable in accordance with the terms of this Agreement. Further, no license is granted to Purchaser in the human readable code of the Software (source code), and Purchaser agrees that Purchaser shall not access the source code or have any rights therein. All title, ownership rights.



c. Hillrom may immediately terminate the Software license granted under this Section 6 in the event of any breach of this Section by Purchaser. In the event of any termination, Purchaser's license(s) to access or use the Software will immediately terminate, and Purchaser shall destroy and erase all copies of such Software in its possession or control and provide written certification to Purchaser that it has complied with this provision. Early termination of this Agreement shall not entitle Licensee to any refund or reimbursement of any previously paid fees. If Purchaser has purchased a subscription/term license, such license shall automatically terminate upon expiry of such subscription/term, unless earlier terminated under this Section 6.

d. To learn more about "free" or "open source" software that may be used by Hillrom in the Software, visit <http://www.hill-rom.com/opensource>.

e. Purchaser is not entitled to any updates, support or maintenance of the Software, unless provided explicitly herein or unless Purchaser purchases maintenance and support services, which can be found at <https://www.hillrom.com/GSSserviceoptions/> or can be provided by Hillrom upon request. Maintenance and support services (including, but not limited to, any new versions, bug fixes, and patches) provided by Hillrom will be subject to such agreement.

f. The purchase of a maintenance and support services program, which includes Software support and maintenance, as set forth in the previous Section 7.e, is mandatory in conjunction with the purchase of Helion. The maintenance and support services program will commence initially upon the date of shipment of the Helion system and continue for twelve (12) months. Thereafter the program must be renewed on an annual basis. The purchase of a maintenance and support services program provides updates, support and maintenance of the Software and remote technical assistance. The maintenance and support services program fees are due and payable annually in advance of the applicable support period. In the event Purchaser elects not to participate in the maintenance and support services program, Purchaser shall not be entitled to receive maintenance and support services, including updates, support or maintenance of the Software and remote technical assistance. Purchasers who fail to participate and who subsequently seek to enroll in the maintenance and support services program shall pay a reinstatement fee in addition to the annual maintenance and support services program fee for the year of participation.

g. Purchaser hereby acknowledges and agrees that Hillrom has the right to collect, store, process, maintain, upload, sync, transmit, share, disclose, aggregate, analyze, and use non-individually identifiable data created by the Software ("Data") to facilitate the provision of functionality for the Software, including but not limited to, performance optimization, quality assurance, software updates, and other services (if any) to Purchaser, or to otherwise improve Hillrom's products or to provide services or technologies to Purchaser. Such Data typically includes, but is not limited to, information regarding the characteristics, status, and usage of the Software. Hillrom shall own all right, title, and interest in and to such Data and any aggregations, analyses, reports, programs, and output based on or including such Data ("Derivative Data") and shall retain all such Data and Derivative Data after termination of this Agreement.

9. DELIVERY AND RECEIPT: Shipment of any products purchased hereunder is subject to Hillrom's availability schedule. Hillrom shall make every reasonable effort to meet delivery dates quoted or acknowledged. However, Hillrom will not be liable for its failure to meet such dates. Orders may be subject to special handling and delivery charges, including storage fees, if applicable. Purchaser, or Purchaser's representative, is responsible for receiving, offloading and moving Hillrom equipment upon delivery. If Purchaser, or Purchaser's representative, requires Hillrom to make an extra trip to receive the equipment, then additional charges will apply for the trip. Purchaser, or Purchaser's representative, is responsible for providing all material handling equipment for receipt and movement of the equipment. If Hillrom is required to secure required material handling equipment, then appropriate charges will apply. Upon uncrating and unwrapping, the disposal of all packaging waste is the responsibility of Purchaser.



10. MEDICAL CARE: Purchaser acknowledges and agrees that it has full and sole responsibility for the delivery of medical care to its patients, and any use of or reliance by Purchaser or its healthcare providers upon the Software or the Product shall not diminish or alter such responsibility. Hillrom is not engaged in the practice of medicine. Any Software is an information tool only and is not a substitute for the competent human intervention and professional judgment of your healthcare providers in diagnosing and treating patients.

11. CONFIDENTIALITY: To the extent Hillrom is legally acting as a business associate, as such term is defined at 45 C.F.R. 160.103, to Purchaser, then Hillrom and Purchaser will enter into a business associate agreement.

12. REMOTE SUPPORT. To the extent applicable to the product purchase, Purchaser acknowledges and agrees that Hillrom will utilize a remote service tool to provide warranty services and technical support to Purchaser. The remote access tool will utilize either a VNC viewer or browser-based access to remotely access the IP address of the system while using a provided VPN to connect to the hospital network. Purchaser's designated representative will notify Hillrom's Technical Support Center upon discovery of any deficiency in the Helion system and will describe the deficiency to Hillrom with adequate specificity to ensure Hillrom may identify and verify the problem. A Hillrom Technical Support Representative will, if available, access Purchaser's Helion system via remote access, as previously described, to verify the malfunction. For Purchaser's not allowing Hillrom remote access capabilities, and where Purchaser does not have a current service and maintenance agreement, Purchaser may be subject to Hillrom's then current rates for on-site service.

13. LIMITED WARRANTY: Hillrom warrants to the original purchaser that the products sold hereunder shall be free from defects in material and workmanship for a period of (i) one (1) year for all surgical lighting, surgical tables (including Allen® Advanced Table), Helion® integrated system, surgical table pads (including gel pads, Vacu-Gel®, Vacu-Form®, made to order OR table pads, FlexiForm™, Allen® Hug-U-Vac® and foam positioners), boom brakes and other booms parts (except for boom bearings), and trial or refurbished items; (ii) two (2) years for all Allen® branded products, except as specifically set forth in "(i)" and (ii) five (5) years for LED elements and boom bearings. In addition, Hillrom will replace up to one (1) remote control unit for each surgical table for a period of one (1) year after delivery of the surgical table. Hillrom's obligation under this warranty is expressly limited to supplying replacement parts and/or service for, or replacing, at its sole option, any product which is, in the sole discretion of Hillrom, found to be defective. The foregoing warranty does not include disposable or consumable items (with the limited exception of the single replacement of the remote control unit for up to one (1) year after the delivery date). The warranty period shall begin on the date of installation where installation is included in the purchase price and on the date of shipment where installation is not included in the purchase price. This warranty shall be void, and Hillrom will not provide any warranty services under this Agreement, in the following circumstances: (i) if the parts and/or systems have been subjected to misuse or abuse, inadequate or improper maintenance, unauthorized reconfiguration, modification, or relocation of the product, improper site preparation, operation outside of the environmental specifications for the product, or use with delivery devices or accessories not approved by Hillrom; (ii) Hillrom will not provide warranty services on any electrical work or cabling external to the product; and (iii) Hillrom will not provide warranty services on any equipment manufactured by a third party that is connected to a Hillrom product, unless such third party product was purchased through Hillrom. HILLROM'S OBLIGATIONS UNDER THIS WARRANTY SHALL NOT INCLUDE ANY LIABILITY FOR DIRECT, INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES OR DELAYS. NO EMPLOYEE OR REPRESENTATIVE OF HILLROM IS AUTHORIZED TO CHANGE THIS WARRANTY IN ANY WAY OR GRANT ANY OTHER WARRANTY. EXCEPT FOR THIS LIMITED WARRANTY, HILLROM MAKES NO REPRESENTATIONS OR WARRANTIES, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCTS OR SERVICES. HILLROM SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.



14. LIMITATION OF LIABILITY: HILLROM'S LIABILITY ON ANY CLAIM OF ANY KIND, INCLUDING NEGLIGENCE, FOR ANY LOSS OR DAMAGE ARISING OUT OF, CONNECTED WITH OR RESULTING FROM THE PERFORMANCE OR THE BREACH OF THE TERMS HEREOF OR FROM THE DESIGN, MANUFACTURE, SALE, DELIVERY, RESALE, INSTALLATION, TECHNICAL DIRECTION OF INSTALLATION, INSPECTION, REPAIR, OPERATION OR USE OF ANY PRODUCTS SOLD BY HILLROM TO PURCHASER, SHALL IN NO CASE EXCEED THE PRICE ALLOCABLE TO THE PRODUCTS WHICH GIVE RISE TO THE CLAIM. IN NO EVENT WILL HILLROM BE LIABLE FOR ANY INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH OR RELATED TO THE TERMS HEREOF (INCLUDING LOSS OF PROFITS, USE, DATA, OR OTHER ECONOMIC ADVANTAGE), HOWSOEVER ARISING, EITHER OUT OF BREACH OF THIS AGREEMENT, INCLUDING BREACH OF WARRANTY, OR IN TORT (INCLUDING NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE), EVEN IF THE OTHER PARTY HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGE AND WHETHER OR NOT SUCH DAMAGES ARE FORESEEN OR UNFORESEEN.


15. COMPLIANCE WITH LAW: Purchaser shall, in connection with these Terms and Conditions and any sales to which they relate, comply with all applicable federal and state laws, regulations, and other authorities, specifically including but not limited to the federal health care program anti-kickback law, 42 U.S.C. § 1320a-7b(b) ("Anti-Kickback Law"). As part of the cost reporting process or otherwise, Purchaser may be obligated to report and provide information concerning any discounts, rebates, or other price reductions provided in connection with any sales from Hillrom to Purchaser, pursuant to 42 U.S.C. § 1320a-7b(b)(3)(A) (the discount exception to the Anti-Kickback Law) and/or 42 C.F.R. § 1001.952(h) (the discount safe harbor to the Anti-kickback Law), other federal or state laws, or agreement with third party payers. Purchaser hereby acknowledges its legal obligations to fully and accurately report the discounts, rebates and/or other price reductions it receives under these Terms and Conditions and any sales to which they relate, per these authorities. Purchaser should retain these Terms and Conditions (and any other documentation of discounts, rebates, or other price reductions) and make such information available to federal or state health care programs or other payers upon request.

16. NOTICE OF CLAIMS: Purchaser shall inspect the products upon receipt or, where installation is included in the purchase price, upon installation by Hillrom authorized personnel and shall notify Hillrom in writing of any claims for shortage or breach of warranty within 30 days after Purchaser discovers, or should have discovered, facts upon which the claim is based. Failure of Purchaser to give written notice of a claim within the time period or in the form specified above shall be deemed to be a waiver of such claim. No action for breach of any term of this contract of sale or any other duty of Hillrom with respect to these products may be commenced beyond the warranty period.

17. CANCELLATION; RETURNED GOODS: Orders may not be canceled except by written notice received by Hillrom prior to shipment. A restocking charge of twenty-five percent (25%) of the net price will be applied for the cancellation of standard items. Charges for the cancellation of any special items will be based on non-recoverable expenses incurred by the Hillrom in filling the order plus twenty-five percent (25%) of the net price. Hillrom will accept returns of product only in accordance with Hillrom's standard returned goods policy, which will be provided to Purchaser upon request.

18. DESIGN CHANGES; SPECIFICATIONS: The designs and specifications of all products sold are subject to change without notice and, in the event of any such changes, Hillrom will have no obligation whatsoever to make similar changes in products previously ordered. Specifications and drawings and any other information shall remain the property of Hillrom and are subject to recall at any time. Such information shall not be disclosed or used for manufacture of any products.

19. SECURITY INTEREST: Hillrom shall retain a security interest in the products until Hillrom has received full payment including taxes. Purchaser agrees to sign and deliver to Hillrom any additional documents required by Hillrom to protect its security interest. If Purchaser defaults or Hillrom deems itself insecure or the products in danger of confiscation, the full amount unpaid shall immediately become due and payable at the option of



Hillrom and on proper notice to Purchaser, Hillrom may retake possession of the products wherever located without court order and can resell or retain according to the laws of the state where the products are located. The products shall not be considered a fixture if attached to any realty. Purchaser shall assume all loss relating from damage to the products occurring after the products have been delivered to Purchaser and shall provide adequate insurance therefore at all times until the purchase price shall have been fully paid. Hillrom reserves the right to request proof of such insurance at any time prior to full payment along with a statement from such insurer limiting cancellation or changes to said policy within ten (10) days after written notice of same to Hillrom.

20. COMPLETE AGREEMENT; CONFLICTING AND ADDITIONAL TERMS: This Agreement contains the complete agreement of the parties with respect to the subject matter hereof. All products from Hillrom will be provided on the terms and conditions set forth in this Agreement. The terms of this Agreement will govern over any conflicting terms in individual purchase orders, and all additional terms (other than the dates, product type and quantity terms of such order) in individual purchase orders will be disregarded in their entirety unless otherwise explicitly agreed to in a writing signed by an authorized representative of each party.

21. ACCEPTANCE: Purchaser's issuance of a purchase order, upon acceptance by Hillrom, shall constitute a contract between the parties and is Purchaser's affirmative acknowledgement and acceptance of Hillrom's product proposal and the associated terms and conditions of sale accompanying such product proposal.

22. AMENDMENT: No amendment or modification of this Agreement shall be effective or binding upon either party unless committed to in writing and signed by a duly authorized representative(s) of each of the parties.

23. SEVERABILITY: Each and every paragraph, sentence, clause, term and provision of this Agreement shall be severable, and if any portion of this Agreement shall be held or declared to be illegal, invalid, or unenforceable, such illegality, invalidity, or unenforceability shall not affect any other portions hereof, and the remainder of this Agreement, disregarding such invalid portion, shall continue in full force and effect as though such void provision had not been contained herein.

24. FORCE MAJEURE: Either party shall be excused from any delays in schedules or failure to perform any of its obligations, except payment obligations, under this Agreement caused by floods, strikes or other labor disturbances, fires, accidents, wars, delays of carriers, inability to obtain raw materials, failures of normal sources of supply, restraints of government, or any other similar or dissimilar cause beyond either party's reasonable control. No such delay or failure shall be considered a breach of either party's obligations under this Agreement.

25. GOVERNING LAW: The validity, interpretation, and performance of these terms and conditions of sale and the related purchase order shall be governed by and construed in accordance with the laws of the State of Illinois.



No.	Qty	Item	Item Description	Unit Price	Net Price	Extended Net Price
1	1	112011	TruSystem 7000dV Standard Table Package	83,674.10	83,674.10	83,674.10
1.1	1	PTP-TS7000DV-3	Protection+, 3 years, TS7000dV Surgical Table	13,768.26	13,768.26	13,768.26
2	1	1798326	Cable remote control TS7000 (dV)	1,015.40	1,015.40	1,015.40
3	1	112125	APEX Advanced Robotics Positioning	11,495.45	11,495.45	11,495.45
Total Extended Price Products and Services						\$ 109,953.21



TruSystem 7000dV Standard Table Package

#112011

Mobile Surgical Table with ISO Center Motion for robotic surgery.

- Components include: Double Joint Head Section (1853828), Short Leg Section (1739969), Charging Cable (110181), Pads, dV Remote Control (1798326) and dV Connection Cable (1816914), Software for table motion.
- Accessories include: 2 Armboards with Snaplock Trigger (111893), Lightweight Transfer Board (2012543), 1 Component Cart (2069425), 1 Patient Restraint Strap (2068137), 1 Rotatable Footboard (111618) and 2 Easy Lock Blade Clamps (111426).
- Package includes 1 year Warranty plus 1 year SmartCare Protection+ (PTP-TS7000DV-1) for a total of 2 years service coverage.



Cable remote control TS7000 (dV)

#1798326

Cable remote control for the TruSystem 7000dV mobile surgical table in combination with the da Vinci Xi® System to activate Integrated Table Motion.

- Compatible with TruSystem 7000dV Surgical Tables