
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**
WASHINGTON, D.C. 20549

FORM 10-K

(MARK ONE)

ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934
FOR THE FISCAL YEAR ENDED DECEMBER 31, 2015

OR

TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934
FOR THE TRANSITION PERIOD FROM _____ TO _____
COMMISSION FILE NUMBER 000-30713



Intuitive Surgical, Inc.

(Exact name of Registrant as Specified in its Charter)

DELAWARE

(State or Other Jurisdiction of Incorporation or Organization)

77-0416458

(I.R.S. Employer Identification Number)

1020 KIFER RD

SUNNYVALE, CA 94086

(Address of Principal Executive Offices) (Zip Code)

(408) 523-2100

(Registrant's Telephone Number, Including Area Code)

Securities registered pursuant to Section 12(b) of the Act:

Title of Each Class:
Common Stock, par value \$0.001 per share

Name of Each Exchange on which Registered
The NASDAQ Global Select Market

Securities registered pursuant to Section 12(g) of the Act: None

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes No

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act. Yes No

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes No

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes No

Indicate by check mark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K is not contained herein, and will not be contained, to the best of registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K or any amendment to this Form 10-K.

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See definition of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer	<input checked="" type="checkbox"/>	Accelerated filer	<input type="checkbox"/>
Non-accelerated filer	<input type="checkbox"/> (Do not check if a smaller reporting company)	Smaller reporting company	<input type="checkbox"/>

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes No

The aggregate market value of the voting and non-voting common equity held by non-affiliates on June 30, 2015, based upon the closing price of Common Stock on such date as reported by NASDAQ Global Select Market, was approximately \$17,737,874,460. Shares of voting stock held by each officer and director have been excluded in that such persons may be deemed to be affiliates. This assumption regarding affiliate status is not necessarily a conclusive determination for other purposes.

The number of outstanding shares of the registrant's common stock on January 19, 2016, was 37,380,279.

DOCUMENTS INCORPORATED BY REFERENCE

Part III incorporates information by reference to the definitive proxy statement for the Company's Annual Meeting of Stockholders to be held on or about April 21, 2016, to be filed within 120 days of the registrant's fiscal year ended December 31, 2015.

INTUITIVE SURGICAL, INC.

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FORWARD LOOKING STATEMENTS

This report contains “forward-looking statements” within the meaning of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended (the “Exchange Act”). Forward-looking statements relate to expectations concerning matters that are not historical facts. Words such as “estimates,” “projects,” “believes,” “anticipates,” “plans,” “expects,” “intends,” “may,” “will,” “could,” “should,” “would,” “targeted” and similar words and expressions are intended to identify forward-looking statements. These forward-looking statements include, but are not limited to, statements related to our expected business, new product introductions, procedures and procedure adoption, future results of operations, future financial position, our ability to increase our revenues, the anticipated mix of our revenues between product and service revenues, our financing plans and future capital requirements, anticipated costs of revenue, anticipated expenses, our potential tax assets or liabilities, the effect of recent accounting pronouncements, our investments, anticipated cash flows and our ability to finance operations from cash flows and similar matters and include statements based on current expectations, estimates, forecasts and projections about the economies and markets in which we operate and our beliefs and assumptions regarding these economies and markets. These forward-looking statements should be considered in light of various important factors, including the following: the impact of global and regional economic and credit market conditions on health care spending; health care reform legislation in the United States and its impact on hospital spending, reimbursement, insurance deductibles, and fees levied on certain medical device revenues; decreases in hospital admissions and actions by payers to limit or manage surgical procedures; timing and success of product development and market acceptance of developed products; procedure counts; regulatory approvals, clearances and restrictions, or any dispute that may occur with any regulatory body; guidelines and recommendations in the health care and patient communities; intellectual property positions and litigation; competition in the medical device industry and in the specific markets of surgery in which we operate; unanticipated manufacturing disruptions; the inability to meet demand for products; the results of legal proceedings to which we are or may become a party; product liability and other litigation claims; adverse publicity regarding our Company and safety of our products and the adequacy of training; our ability to expand in foreign markets; and other risk factors. Readers are cautioned not to place undue reliance on these forward-looking statements, which are based on current expectations and are subject to risks, uncertainties, and assumptions that are difficult to predict, including those risk factors described throughout this filing and particularly in Part I, “Item 1A. Risk Factors.” Our actual results may differ materially and adversely from those expressed in any forward-looking statements. We undertake no obligation to publicly update or release any revisions to these forward-looking statements, except as required by law.

PART I

ITEM 1. BUSINESS

In this report, “Intuitive Surgical,” “Intuitive,” the “Company,” “we,” “us,” and “our” refer to Intuitive Surgical, Inc. and its wholly-owned subsidiaries. *Intuitive*[®], *Intuitive Surgical*[®], *da Vinci*[®], *da Vinci S*[®], *da Vinci Si* HD Surgical System[™], *da Vinci S* HD Surgical System[®], *da Vinci Si*[™], *da Vinci Xi*[™], *da Vinci Si-e*[™], *da Vinci SP*[™], *EndoWrist*[®], *EndoWrist One*[™], *EndoWrist Stapler 45*, *Single-Site*[®], *Firefly*[™], *InSite*[®], and *da Vinci Connect*[®] are trademarks of Intuitive Surgical, Inc.

Company Background

Intuitive designs, manufactures and markets *da Vinci* Surgical Systems and related instruments and accessories, which taken together, are advanced surgical systems that we consider an advanced generation of surgery. This advanced generation of surgery, which we call *da Vinci* surgery, combines the benefits of minimally invasive surgery (“MIS”) for patients with the ease of use, precision and dexterity of open surgery. A *da Vinci* Surgical System consists of a surgeon’s console, a patient-side cart, and a high performance vision system. The *da Vinci* Surgical System translates a surgeon’s natural hand movements, which are performed on instrument controls at a console, into corresponding micro-movements of instruments positioned inside the patient through small incisions, or ports. The *da Vinci* Surgical System is designed to provide its operating surgeons with intuitive control, range of motion, fine tissue manipulation capability and Three Dimensional (“3-D”), High-Definition (“HD”) vision while simultaneously allowing surgeons to work through the small ports enabled by MIS procedures.

***da Vinci* Surgery**

da Vinci Surgery utilizes computational, robotic and imaging technologies to enable improved patient outcomes compared to other surgical and non-surgical therapies. *da Vinci* Surgery is aimed towards advancing the critical surgical ideals of entering the body less invasively, seeing anatomy more clearly, interacting with tissue more precisely and building surgical skills. The *da Vinci* Surgical System enables surgeons to avail or improve the benefits of MIS to many patients who would otherwise undergo a more invasive surgery. Surgeons using the *da Vinci* system operate while seated comfortably at a console viewing a 3-D, HD image of the surgical field. This immersive visualization connects surgeons to the surgical field and their instruments. While seated at the console, the surgeon manipulates instrument controls in a natural manner, similar to the more intuitive open surgery technique. Our technology is designed to provide surgeons with a range of motion in the surgical field analogous to the motions of a human

wrist, while filtering out the tremor inherent in a surgeon's hand. In designing our products, we focus on making our technology easy to use.

Our systems provide the following features and benefits to surgeons:

Immersive 3-D Visualization. Our vision system includes a 3-D endoscope with two independent vision channels linked to two separate color monitors through sophisticated image processing electronics. The *da Vinci* Surgical System provides visualization of target anatomy with natural depth-of-field, enhanced contrast and magnification that is intended to facilitate accurate tissue identification and tissue layer differentiation. With our *Firefly* Fluorescence Imaging technology, surgeons can use specialized imaging hardware in combination with an injectable fluorescent dye to visualize vasculature, tissue perfusion, or biliary ducts beneath tissue surfaces in real-time.

Precise and Tremor-Free Endoscope Control. Our imaging system also incorporates our proprietary *Navigator* camera control technology that allows the surgeon to easily change, move, zoom and rotate his or her field of vision. Surgeons can reposition the surgical camera quickly with foot controls or zoom in, out, up, down, left and right by moving their hands while maintaining a stable image.

Intuitive Instrument Movements. Our technology is designed to transform the surgeon's natural hand movements outside the body into corresponding micro-movements inside the patient's body. For example, with the *da Vinci* Surgical System, a hand movement to the right outside the body causes the instrument inside the patient to be moved to the right. In contrast, conventional MIS instruments are long rigid levers that rotate around a fulcrum, or pivot point, located at the port created in the body wall. In conventional MIS, the instrument tip moves in the opposite direction from the surgeon's hand and surgeons must adjust their hand-eye coordination to translate their hand movements in this "backward" environment.

EndoWrist Instruments. Our technology is designed to provide surgeons with a range of motion in the surgical field analogous to the motions of a human hand and wrist. Most of our proprietary instruments, which we call *EndoWrist* instruments, incorporate "wrist" joints that enable surgeons to reach behind tissues and suture with precision, just as they can in open surgery.

Scaled, Tremor Filtered Instrument Movement. With our technology, the surgeon can also use "motion scaling," a feature that translates, for example, a three-millimeter hand movement outside the patient's body into a one-millimeter instrument movement in the surgical field inside the patient's body. Motion scaling is designed to allow precision and control for delicate tasks. In addition, our technology filters the tremor inherent in a surgeon's hands.

Improved Surgeon Ergonomics. The *da Vinci* Surgical System is designed to allow surgeons to operate while seated, which may be clinically advantageous because of reduced surgeon fatigue. The *da Vinci* Surgical System's design provides natural hand-eye alignment at the surgeon's console. Because the *da Vinci* Surgical System's robotic arms hold the camera and instruments steady, there is less surgeon and assistant fatigue.

Multi-Specialty Surgical Platform. The *da Vinci* Surgical System is designed to enable surgeons to perform a wide range of surgical procedures, within our targeted gynecologic, urologic, general surgery, cardiothoracic and head and neck specialties. To date, surgeons have used the *da Vinci* Surgical System to perform dozens of different types of surgical procedures. While we do not expect all of these different types of procedures to become widely adopted, they demonstrate the flexibility of the *da Vinci* Surgical System in approaching anatomy.

Advanced Training Tools. Surgeons can efficiently train and improve their *da Vinci* Surgery skills with a group of tools unique to robotic surgery, including our *da Vinci* Skills Simulator for software based skills practice and assessment, our *da Vinci* dual console for inter-operative collaboration, and our *da Vinci Connect* networking technology for on-line proctoring.

Products:

da Vinci Surgical System

We have commercialized four generations of the *da Vinci* Surgical System—the *da Vinci Xi* Surgical System, the *da Vinci Si* Surgical System, the *da Vinci S* Surgical System and the standard *da Vinci* Surgical System. *da Vinci* Surgical Systems are comprised of the following components:

Surgeon's Console. The *da Vinci* Surgical System allows surgeons to operate while comfortably seated at an ergonomic console viewing a 3-D image of the surgical field. The surgeon's fingers grasp instrument controls below the display with the surgeon's hands naturally positioned relative to his or her eyes. Using electronic hardware, software, algorithms and mechanics, our technology translates the surgeon's hand movements into precise and corresponding real-time micro movements of the *EndoWrist* instruments positioned inside the patient. On our most current systems, *da Vinci Xi* and *da Vinci Si*, a second surgeon's console may be used in two possible ways: to provide assistance to the primary surgeon during surgery or to act as an active aid during surgeon-proctor training sessions. With the *da Vinci Xi* and *da Vinci Si*, a surgeon sitting at a second console can view the same surgery as the primary surgeon and can be passed control of some or all of

the *da Vinci* instruments during the surgery. In addition, surgeons can control 3-D virtual pointers to augment the dual surgeon experience.

Patient-Side Cart. The patient-side cart holds electromechanical arms that manipulate the instruments inside the patient. Up to four arms attached to the cart can be positioned as appropriate, and then locked into place. At least two arms hold our *EndoWrist* instruments, one representing the surgeon's left hand and one representing the surgeon's right hand. A third arm positions the endoscope, allowing the surgeon to easily move, zoom and rotate his or her field of vision. An optional fourth instrument arm extends surgical capabilities by enabling the surgeon to add a third *EndoWrist* instrument to perform additional tasks. The fourth instrument arm is a standard integrated feature on the *da Vinci Xi, Si, and S Surgical Systems* and is available as an upgrade on three-arm *da Vinci S Surgical Systems* and *da Vinci Si-e Surgical Systems*.

3-D Vision System. Our vision system includes our *InSite* 3-D endoscope with two separate vision channels linked to two separate color monitors through high performance video cameras and specialized image processing hardware. The resulting 3-D image has high resolution, high contrast, low flicker, and low cross fading. A digital zoom feature in the 3-D, HD vision system allows surgeons to magnify the surgical field of view without adjusting the endoscope position and thereby reduces interference between the endoscope and instruments. The 3-D, HD vision is a standard integrated feature on *da Vinci Xi, Si, and S Surgical Systems*.

da Vinci Skills Simulator. The Skills Simulator is a practice tool that gives a user the opportunity to practice his or her facility with the surgeon console controls. The Skills Simulator incorporates 3-D, physics-based computer simulation technology to immerse the user within a virtual environment. The user navigates through the environment and completes exercises by controlling virtual instruments from the surgeon console. Upon completion of a skills exercise, the Skills Simulator provides a quantitative assessment of user performance based on a variety of task-specific metrics. The Skills Simulator is intended to augment, not replace, existing training programs for the *da Vinci Xi and Si Surgical Systems*. Most *da Vinci Skills Simulators* have been sold in connection with our *da Vinci Xi and Si Surgical Systems*.

Firefly Fluorescence Imaging. *Firefly* is a standard feature of the *da Vinci Xi Surgical System* and available on our *da Vinci Si Surgical System*. This imaging capability combines a fluorescent dye with a specialized *da Vinci* camera head, endoscope and laser-based illuminator to allow surgeons to identify vasculature, tissue perfusion, or biliary ducts in three dimensions beneath tissue surfaces to visualize critical anatomy. Adoption of *Firefly* is progressing with use across the categories of urology, gynecology and general surgery.

In September 2013, we received 510(k) clearance from the U.S. Food and Drug Administration (the "FDA") to market our *Firefly* fluorescence imaging product for real-time imaging of bile ducts (cystic duct, common bile duct, and common hepatic duct). We believe that the use of *Firefly* during cholecystectomy procedures will enhance the ability of surgeons to identify key anatomical structures during the surgery.

Standard da Vinci System. During 2014, we phased out the sale of all instrument, accessory and service contract offerings for the standard *da Vinci Surgical System*.

Instruments and Accessories

EndoWrist Instruments. We manufacture a variety of instruments, most of which incorporate wrist joints for natural dexterity, with tips customized for various surgical procedures. *EndoWrist* instruments are offered in a variety of sizes, of which 5mm and 8mm diameter sizes are the most commonly sold. At their tips, the various *EndoWrist* instruments include forceps, scissors, electrocautery, scalpels, and other surgical tools that are familiar to the surgeon from open surgery and conventional MIS. A variety of *EndoWrist* instruments are selected and used interchangeably during a surgery. Our *EndoWrist* instruments are sterilizable and most are reusable for a defined number of procedures. A programmed memory chip inside each instrument performs several functions that help determine how the *da Vinci* system and instruments work together. In addition, the chip will not allow the instrument to be used for more than the prescribed number of procedures to help ensure that its performance meets specifications during each procedure. We typically develop new types of *EndoWrist* instruments to support additional types of surgical procedures.

da Vinci Single-Site. *da Vinci Single-Site* is a set of non-wristed instruments (except for wristed needle driver discussed below) and accessories that allow Surgical Systems to work through a single incision, typically in the umbilicus, rather than multiple incisions. Single incision surgery is intended to minimize trauma to patients by reducing the number of ports required to enter the body and is typically utilized for less complex surgery than multi-port surgery. Non-robotic single incision surgery today is typically performed with modified laparoscopic instruments. Early clinical adoption of this manual technique has been mostly positive; however, physicians have reported that manual single incision surgery is technically and ergonomically challenging. *da Vinci Single-Site* instruments and accessories were designed to address these issues.

In September 2014, we received FDA clearance to market the wristed version of our *Single-Site* needle driver product for use on benign hysterectomy, cholecystectomy, and salpingo-oophorectomy procedures. We believe this instrument may have particular utility in benign hysterectomy procedures. However, as these are our initial products targeted towards

procedures already highly penetrated by manual MIS techniques, we are not able to predict the extent or pace that *da Vinci Single-Site* may be adopted.

EndoWrist One Vessel Sealer. The *EndoWrist One* Vessel Sealer is a wristed, single-use instrument intended for bipolar coagulation and mechanical transection of vessels up to 7 mm in diameter and tissue bundles that fit in the jaws of the instrument. This instrument enables surgeons to fully control vessel sealing, while providing the benefits of *da Vinci* surgery. This instrument is designed to enhance surgical efficiency and autonomy in a variety of general surgery and gynecologic procedures.

EndoWrist Stapler 45 Instrument. The *EndoWrist* Stapler 45 is a wristed, stapling instrument intended for resection, transection and/or creation of anastomoses in general, gynecologic and urologic surgery. This instrument enables operators to precisely position and fire the stapler. Its initial surgical use has been directed towards colorectal and thoracic procedures.

Accessory Products. We sell various accessory products which are used in conjunction with the *da Vinci* Surgical System as surgical procedures are performed. Accessory products include sterile drapes used to ensure a sterile field during surgery, vision products such as replacement 3-D stereo endoscopes, camera heads, light guides, and other items that facilitate use of the system.

Business Strategy

Our objective is to bring the benefits of MIS to as many patients as possible through the use of computer aided robotic technologies. Our priorities to accomplish this are as follows:

1. *Patient Value.* We believe that the value of a surgical procedure to a patient can be defined as: $Patient\ Value = Procedure\ Efficacy/Invasiveness$. We define *procedure efficacy* as a measure of the success of the surgery in resolving the underlying disease and *invasiveness* as how disruptive and painful the treatment is itself. When the patient value of a *da Vinci* procedure is deemed higher than alternate treatment options, patients may seek out surgeons and hospitals that offer that specific *da Vinci* procedure, potentially resulting in a local market share shift for the specific treatment. *da Vinci* procedure adoption occurs procedure by procedure, and is driven by the relative patient value and total treatment costs of *da Vinci* procedures compared to alternative treatment options for the same disease state. We believe most patients will place higher value on procedures that are not only more efficacious, but also less invasive than alternative treatments. Our goal is to provide products to surgeons who in turn provide patients with procedure options that are both highly effective and less invasive than other surgical options.
2. *Surgeon Value.* We train surgeons on the use of our *da Vinci* Surgical System and assist them in building their practices by their delivery of high patient value. We provide an ergonomic platform for surgeons to perform their procedures. We seek to provide surgeons with reliable and easy to use products.
3. *Hospital Value.* We assist hospitals in building value by offering patient value using *da Vinci* products, thereby increasing surgical revenue and reducing costs through lower complication rates and reduced length of patient stay. We believe *da Vinci* Surgery is a cost effective approach to many surgeries as compared to alternative treatment options, as recognized in many published studies.

Given the priorities above, our strategy is to improve our target surgical procedures in one or more of the following ways:

1. *Convert Target Open Procedures to da Vinci Surgery.* We believe that our technology has the potential to convert a significant percentage of our targeted open procedures to *da Vinci* Surgery.
2. *Facilitate Difficult MIS Operations.* We believe that several surgical procedures that are seldom performed today using conventional MIS techniques can be performed more routinely using *da Vinci* Surgery. Some procedures have been adopted using MIS techniques but are extremely difficult and are currently performed by a limited number of highly skilled surgeons. We believe our *da Vinci* Surgical System will enable more surgeons at more institutions to perform such procedures.
3. *Offer a Less Invasive Single Port Surgical Option.* We believe that our *da Vinci Single Site* technology has the potential to convert target procedures typically performed via multiport laparoscopic technique to single port *da Vinci* Surgery, offering patients less invasive, improved cosmetic outcomes.

Clinical Applications

We are the beneficiaries of productive collaborations with leading surgeons in exploring and developing new techniques and applications for *da Vinci* Surgery—an important part of our creative process. We primarily focus our development efforts on those procedures in which we believe our products bring the highest patient value, surgeon value, and hospital value. We currently focus on five surgical specialties: gynecologic surgery, urologic surgery, general surgery, cardiothoracic surgery, and head and neck surgery. Key procedures which we are focused on include *da Vinci* Prostatectomy (“dVP”), *da Vinci* Hysterectomy (“dVH”), hernia repair, *da Vinci* Cholecystectomy, *da Vinci* Colon and Rectal procedures, *da Vinci* Partial Nephrectomy, *da Vinci* Sacrocolpopexy, *da Vinci* Mitral Valve Repair, *da Vinci* Lobectomy, and *da Vinci* Transoral Robotic Surgery. In 2015, total U.S. procedure volume

was approximately 499,000, of which 20% was in urology, 48% was in gynecology, and 28% was in general surgery. Procedure volume from our market outside of the U.S. was approximately 153,000 in 2015, of which most procedures were in urology. Representative surgical applications are described below.

Gynecologic Surgery

Hysterectomy. Removal of the uterus is one of the most commonly performed surgeries in gynecology and is performed for a variety of underlying benign and malignant conditions. Hysterectomies can be performed using open surgery (laparotomy), or MIS techniques, which include vaginal, laparoscopic, and robotic approaches. Prior to the clearance of *da Vinci* surgery for gynecology in 2005, the majority of hysterectomies performed were open surgeries. We believe that *da Vinci* Surgery provides a large number of women the opportunity to receive a minimally invasive treatment as an alternative to an open hysterectomy, as we estimate that nearly 80% of hysterectomies are performed with a MIS technique. During the first quarter of 2013, *Single-Site* instruments received FDA approval in the U.S. for use in benign hysterectomies and salpingo oophorectomies. In September 2014, we received FDA clearance to market the wristed version of our *Single-Site* needle driver product for use on benign hysterectomy, cholecystectomy, and salpingo-oophorectomy procedures. *Single-Site* instruments enable surgeons to perform surgery through a single port via the patient's belly button, allowing for virtually scarless results.

Sacrocolpopexy. The abdominal (open) sacrocolpopexy is one of the most successful operations for vaginal vault prolapse. Sacrocolpopexy involves suturing a synthetic mesh that connects and supports the vagina to the sacrum (tailbone). A sacrocolpopexy can be performed using conventional laparoscopic technique; however, it is generally described as difficult and cumbersome to perform. Surgeons have reported that the *da Vinci* Surgical System's capabilities may enable a large number of these procedures to be performed through a minimally invasive technique, conferring the benefits of MIS to a broader range of sacrocolpopexy patients.

Urologic Surgery

Prostatectomy. Radical prostatectomy is the removal of the prostate gland in patients diagnosed with clinically localized prostate cancer. The standard approach to removal of the prostate has been via an open surgical procedure. The conventional laparoscopic approach is an option, but is difficult and poses challenges to even the most skilled urologist. The *da Vinci* Surgical System has enabled a large number of surgeons to convert from using an open surgical technique to a minimally invasive technique.

Partial Nephrectomy. Partial nephrectomy is the removal of a small portion of a kidney (typically, an area of the kidney containing a tumor). Partial nephrectomies are most commonly performed in patients diagnosed with clinically localized renal cancer. Excluding *da Vinci* surgery, there are three common surgical approaches to performing partial nephrectomies: open surgical technique, laparoscopy, and hand assisted laparoscopy, which is a hybrid of open and laparoscopic technique. Surgeons have reported that the *da Vinci* Surgical System's capabilities may enable a large number of these procedures to be performed through a minimally invasive technique, conferring the benefits of MIS to a broader range of partial nephrectomy patients. Treatment guidelines for patients with localized renal cancer recommend partial nephrectomy due to the benefits nephron-sparing surgery has in long-term patient outcomes. Published clinical literature has shown that the presence of a *da Vinci* Surgical System is associated with a higher-proportion of patients receiving guideline-recommended partial nephrectomy.

General Surgery

Colorectal Surgery. These procedures typically involve benign or cancerous conditions of the lower digestive system, in particular the rectum or colon. Common procedures in this area include hemicolectomy, sigmoidectomy, low anterior resection, and abdominoperineal resection. Conventional laparoscopy is not widely employed to treat these types of diseases, due to their high degree of difficulty. Surgeons have reported that the use of the *da Vinci* Surgery System and our recently launched technologies, such as the *da Vinci Xi* Surgical System, *EndoWrist Stapler*, and *EndoWrist Vessel Sealer*, have enabled them to offer MIS approaches to a broader range of colorectal surgery patients.

Hernia Repair. A hernia occurs when an organ or fatty tissue squeezes through a weak spot in a surrounding muscle or connective fascia tissue. During a hernia repair surgery, the weakened abdominal wall tissue is secured and defects are repaired. Common types of hernia are ventral and inguinal. Ventral, or abdominal hernia, may occur through a scar after surgery in the abdomen. Inguinal hernia is a bulge in the groin and is more common in men. Hernia repair can be performed using traditional open surgery or MIS. There is a wide-range of complexity in hernia repair surgeries and the benefits of minimally invasive and robotic surgery varies by patient.

Cholecystectomy. Cholecystectomy, or the surgical removal of the gall bladder, is a commonly performed general surgery procedure. Cholecystectomy is the primary method for the treatment of gallstones and other gall bladder diseases. Most cholecystectomies are performed using multi-port MIS techniques, although some surgeons choose to perform cholecystectomy using manual single-port instrumentation. Using *da Vinci Single-Site* instruments, many of the technical challenges of manual single-port MIS are reduced as surgeons benefit from additional precision, control, and improved ergonomics. Multi-port *da Vinci* techniques are also being used for certain cases, and Firefly technology can be used to visualize biliary anatomy in three dimensions beneath tissue surfaces during *Single-Site* and multi-port *da Vinci* cholecystectomies.

Bariatric Surgery. A body of literature has emerged pointing to the benefit of surgery to treat patients for morbid obesity and its secondary effects, such as diabetes. Sleeve gastrectomy and roux-en-Y gastric bypass (“RYGB”) are the most commonly performed surgical procedures for morbid obesity in the U.S. The body habitus of morbidly obese patients can make laparoscopic surgery physically challenging for the surgeon, and certain surgeons have found value in using the *da Vinci* Surgical System to improve upon the ergonomics when performing minimally-invasive surgery in morbidly obese patients. In addition, RYGB can be a technically challenging procedure because of the suturing, stapling, and tissue (bowel) manipulation that is required. Surgeons using the *da Vinci* Surgical System have reported a reduction in a critical complication (anastomotic leaks) relative to laparoscopic RYGB.

Cardiothoracic Surgery

Mitral Valve Repair. When patients are diagnosed with mitral valve disease, there are typically two surgical treatment options from which they can choose: mitral valve replacement or mitral valve repair. Mitral valve repairs are generally preferred over mitral valve replacement for a number of reasons, which include longevity and durability of the repaired valve over a replacement valve and the elimination or reduction of the patient’s post-surgical pharmaceutical regimen. Because mitral valve repairs are considered to be more technically challenging than mitral valve replacements, they are only performed approximately 50% of the time. Several of our surgeon customers have reported an improvement in their mitral valve repair rates over mitral valve replacements when using the *da Vinci* Surgical System.

Thoracic Surgery. Conventional approaches to surgical procedures in the thorax include both open and video-assisted thoracoscopic approaches. Procedures performed via these methods include pulmonary wedge resection, pulmonary lobectomy, thymectomy, mediastinal mass excision, and esophagectomy. Many thoracic procedures remain open procedures. Surgeons have reported that the use of the *da Vinci* Surgery System in thoracic surgery has enabled them to offer MIS approaches to a broader range of thoracic surgery patients and improved clinical outcomes compared to open and video-assisted thoracic surgery in published single-center, multi-center and national database clinical studies.

Head and Neck Surgery

Transoral Surgery. Head and neck cancers are typically treated by either surgical resection or chemo-radiation, or a combination of both. Surgical resection performed by an open approach may require a “jaw-splitting” mandibulotomy. This procedure, while effective in treating cancer, is potentially traumatic and disfiguring to the patient. MIS approaches via the mouth (transoral surgery) are challenged by line-of-sight limitations dictated by conventional endoscopic tools. Chemo-radiation as a primary therapy does allow patients to avoid traumatic surgical incisions; however, literature suggests that this modality diminishes patients’ ability to speak and swallow normally. Surgeons have reported that *da Vinci* Transoral Surgery allows them to treat cancers occurring in the oropharynx (e.g., tonsil and base of tongue) and larynx via the mouth and to overcome some of the line-of-sight limitations of conventional transoral surgery.

Procedure Mix

Our procedure business is broadly split into two categories: (1) cancer and other highly complex procedures and (2) less complex benign procedures. Our strategy is to provide hospitals with attractive clinical and economic solutions in each of these categories. More fully featured products targeted towards the more complex procedure segment include 4-arm, dual console, *Firefly* enabled systems and advanced instruments including the *EndoWrist One* Vessel Sealer and the *EndoWrist* stapler. Lower priced products targeted towards the less complex segment of procedures include the three-arm *da Vinci Si-e* System and lower priced *Single-Site* instruments.

Clinical Summary

We believe there are numerous additional applications that can be addressed with the *da Vinci* Surgical System and we work closely with our surgeon customers to refine and explore new techniques in which *da Vinci* may bring value. As of December 31, 2015, we had an installed base of 3,597 *da Vinci* Surgical Systems, including 2,399 in the U.S., 608 in Europe, 423 in Asia, and 167 in the rest of the world. We estimate that surgeons using our technology completed approximately 652,000 surgical procedures of various types in hospitals throughout the world during the year ended December 31, 2015. Of those *da Vinci* procedures performed in 2015, we estimate that approximately 211,000 were dVH procedures and approximately 145,000 were dVP procedures.

Sales and Customer Support

Sales Model

We provide our products through a direct sales organization in the U.S.; most of Western Europe excluding Spain, Portugal, Italy and Greece; and Japan and South Korea. In the remainder of our world markets, we provide our products through distributors. No one customer accounted for more than 10% of revenue during the years ended December 31, 2015, 2014, and 2013. During the years ended December 31, 2015, 2014, and 2013, domestic revenue accounted for 71%, 70%, and 72%, respectively, of total revenue, while revenue outside of the U.S. (“OUS”) accounted for 29%, 30%, and 28%, respectively. As of December 31, 2015, and 2014, 88% and 93% of all long-lived assets were in the United States.

Our direct sales organization is composed of a capital sales team, responsible for selling *da Vinci* Surgical Systems, and a clinical sales team, responsible for supporting *da Vinci* Surgical System use in surgical procedures performed at our hospital accounts. Our hospital accounts include both individual hospitals and health care facilities and hospitals and health care facilities that are part of an integrated delivery network (“IDN groups”). The initial *da Vinci* Surgical System sale into an account as a major capital equipment purchase by our customers that typically has a lengthy sales cycle that can be affected by macroeconomic factors, capital spending prioritization, and the timing of budgeting cycles. Capital sales activities include educating surgeons and hospital staff across multiple surgical specialties on the benefits of *da Vinci* Surgery, total treatment costs, and the clinical applications that our technology enables. We also train our sales organization to educate hospital management on the potential benefits of adopting our technology, including clinical benefits of *da Vinci* Surgery, reductions in complications and length of stay, and the resulting potential for increased patient satisfaction, surgeon recruitment, and volume.

Our clinical sales team works on site at the hospitals, interacting with surgeons, operating room staff, and hospital administrators to develop and sustain successful robotics surgery programs. They assist the hospital in identifying surgeons who have an interest in robotic surgery delivering *da Vinci*'s benefits. Our clinical sales team provides the current clinical information on robotic surgery practices and new product applications to the hospital teams and has grown with the expanded installed base of *da Vinci* Surgical Systems and the total number of procedures performed. We expect this organization to continue to grow as our business expands.

Our customers place orders to replenish their supplies of instruments and accessories on a regular basis. Orders received are typically shipped within one business day. Direct customers who purchase a new *da Vinci* Surgical System typically place an initial stocking order of instruments and accessories within one month of receiving their system.

Our business is subject to seasonal fluctuations. Historically, our sales of *da Vinci* Surgical Systems have tended to be heaviest during the third month of each fiscal quarter, lighter in the first and third fiscal quarters and heavier in the fourth fiscal quarter. In addition, we have historically experienced lower procedure volume in the first and third fiscal quarters and higher procedure volume in the second and fourth fiscal quarter. Procedures treating benign conditions are typically higher in the fourth quarter and lower in the first quarter. Timing of procedures and changes in procedure volume impact the timing of instrument and accessory and capital purchases.

Customer Support and Training Programs

We have a network of field service engineers across the U.S., Europe, and Asia and maintain relationships with various distributors around the globe. This infrastructure of service and support specialists offers a full complement of services, including 24/7 support, installation, repair, and maintenance for our customers. We generate service revenue by providing these services to our customers through comprehensive service contracts and time and material programs.

We provide basic system training that teaches the fundamental operating principles of the *da Vinci* Surgical System to surgeons, surgical assistants, and operating room nurses. We have established training centers where initial system training and ongoing surgical procedural training are provided, the latter led by expert surgeons. Surgeons may also practice their robotic surgery technique using our *da Vinci* Skills Simulator. In addition, we help facilitate the proctoring of surgeons who are new to *da Vinci* Surgery by experienced *da Vinci* Surgical System users. Proctors provide training to other surgeons on how to perform certain surgical procedures with *da Vinci* Surgical Systems.

Research and Development

We focus our research and development efforts on providing our customers with new products and product improvements that enable them to perform MIS procedures with less difficulty. We employ research and development and engineering staff responsible for product design and engineering. We invested \$197.4 million, \$178.0 million, and \$167.7 million of research and development expenses for the years ended December 31, 2015, 2014, and 2013, respectively.

We establish strategic alliances with other medical device and technology based companies to complement our research and development effort. To date, these alliances have taken several forms, including cooperation in the areas of product development, training, procedure development, and marketing activities. We have formed alliances with several companies, including, but not limited to, Erbe Elektromedizin GmbH, Johnson & Johnson, Olympus Corporation, Novadaq Technologies, Inc., Mimic Technologies, Inc., Schoelly Fiberoptic GmbH, and Trumph Medical (a division of Hill-Rom Holdings, Inc.).

Manufacturing

We manufacture our *da Vinci* Surgical Systems at our facility in Sunnyvale, California. We manufacture our instruments at our Sunnyvale facility and our Mexicali, Mexico facility.

We purchase both custom and off-the-shelf components from a large number of suppliers and subject them to stringent quality specifications and processes. Some of the components necessary for the assembly of our products are currently provided to us by sole-sourced suppliers (the only recognized supply source available to us) or single-sourced suppliers (the only approved supply source for us among other sources). We purchase the majority of our components and major assemblies through purchase orders rather than long-term supply agreements and generally do not maintain large volumes of finished goods.

Competition

We consider our primary competition to be existing open surgery, conventional MIS, drug therapies, radiation treatment, and emerging interventional surgical approaches. Our success depends on continued clinical and technical innovation, quality and reliability as well as educating hospitals, surgeons and patients on the demonstrated results associated with *da Vinci* Surgery and its value relative to other techniques. We also face competition from several companies that are developing new approaches and products for the MIS market. We believe that many companies are focused on adding capability to manual MIS systems. Because many of these developments are aimed at MIS, we believe that our *da Vinci* Surgical System may prove complementary to some of these new technologies.

Moreover, as we add new robotically controlled products (e.g. *Single-Site*, *EndoWrist* stapler, and Vessel Sealer) that compete with product offerings traditionally within the domains of open surgery and/or conventional MIS, we face greater competition from larger and well established companies such as Ethicon Endo-Surgery, Inc.

Furthermore, as *da Vinci* use increases, a number of companies may be compelled to enter the field of robotic surgery. The following companies introduced products in the field of robotic surgery or have made explicit statements about their efforts to enter the field: Auris Surgical Robotics, Inc., Cambridge Medical Robotics Ltd, IMRIS Inc., Johnson & Johnson and Google Inc. and their joint venture, Verb Surgical Inc., MedRobotics Corp., meerecompany Inc., Medtronic PLC, Olympus Corp., Samsung Corporation, TransEnterix Inc., and Titan Medical Inc. Companies with substantial experience in industrial robotics could potentially expand into the field of surgical robotics and become a competitor. In addition, research efforts utilizing computers and robotics in surgery are underway at various companies and research institutions. Our revenues may be adversely impacted as our competitors announce their intent to enter our markets and as our customers anticipate the availability of competing products.

Intellectual Property

We place considerable importance on obtaining and maintaining patent, copyright and trade secret protection for significant new technologies, products, and processes.

We generally rely upon a combination of intellectual property laws, as well as confidentiality procedures and contractual provisions, to protect our proprietary technology. For example, we have trademarks, both registered and unregistered, that provide distinctive identification of our products in the marketplace. We also have exclusive and non-exclusive patent licenses with various third parties to supplement our own large and robust patent portfolio.

As of December 31, 2015, we held ownership or exclusive field-of-use licenses for more than 2,100 U.S. and foreign patents and more than 1,500 U.S. and foreign patent applications. We intend to continue filing new patent applications in the U.S. and foreign jurisdictions to seek protection for our technology.

Patents are granted for finite terms and eventually expire. Upon expiration, the inventions claimed in a patent enter the public domain. While our patents are an important element of our success, our business as a whole is not significantly dependent on any one patent.

Government Regulation

Our products and operations are subject to regulation by the FDA, the State of California and countries or regions in which we market our products. In addition, our products must meet the requirements of a large and growing body of international standards which govern the design, manufacture, materials content and sourcing, testing, certification, packaging, installation, use and disposal of our products. We must continually keep abreast of these standards and requirements and integrate compliance to these with the development and regulatory documentation for our products. Failure to meet these standards could limit the ability to market our products in those regions which require compliance to such standards. Examples of groups of such standards are electrical safety standards such as those of the International Electrotechnical Commission (e.g. IEC 60601-ss series of standards) and composition standards such as the Reduction of Hazardous Substances (“RoHS”) and Waste Electrical and Electronic Equipment (“WEEE”) Directives.

United States

The FDA regulates the development, testing, manufacturing, labeling, storage, recordkeeping, promotion, marketing, distribution, and service of medical devices in the U.S. to ensure that medical products distributed domestically are safe and effective for their intended uses. In addition, the FDA regulates the export of medical devices manufactured in the U.S. to markets outside of the U.S. and the importation of medical devices manufactured abroad.

Under the Federal Food, Drug, and Cosmetic Act (“FFDCA”), medical devices are classified into one of three classes—Class I, Class II or Class III—depending on the degree of risk associated with each medical device and the extent of control needed to ensure safety and effectiveness. Our current products are Class II medical devices.

Class II devices are those which are subject to general controls and most require premarket demonstration of adherence to certain performance standards or other special controls, as specified by the FDA, and clearance by the FDA. Premarket review and clearance by the FDA for these devices is accomplished through the 510(k) premarket notification process. Unless a Class II device is exempt from premarket review, the manufacturer must submit to the FDA a premarket notification submission demonstrating that the device is “substantially equivalent” in intended use and technology to a “predicate device” that is either:

1. a device that has grandfather marketing status because it was legally marketed prior to May 28, 1976, the date upon which the Medical Device Amendments of 1976 were enacted, or
2. a device that has previously been cleared through the 510(k) process.

If the FDA agrees that the device is substantially equivalent to a predicate device, it will grant clearance to commercially market the device in the U.S. The FDA has a statutory 90-day period to respond to a 510(k) submission, or a guidance-based 30-day period for “special” 510(k) submissions which have a more restrictive scope and generally involve more specific or very limited changes to a legally marketed device. As a practical matter, clearance often takes longer. The FDA may require further information, including clinical data, to make a determination regarding substantial equivalence. If the FDA determines that the device, or its intended use, is not “substantially equivalent,” the FDA may deny the request for clearance. Although unlikely for the types of products marketed by us, the FDA may classify the device, or the particular use of the device, into Class III, and the device sponsor must then fulfill more rigorous pre-market approval (“PMA”) requirements. A PMA application, which is intended to demonstrate that a device is safe and effective, must be supported by extensive data, including data from preclinical studies and human clinical trials. The FDA, by statute and regulation, has 180 days to review a PMA application, though the review more often occurs over a significantly longer period of time, and can take up to several years. In approving a PMA application or clearing a 510(k) submission, the FDA may also require some form of post-market surveillance when necessary to protect the public health or to provide additional safety and effectiveness data for the device. In such cases, the manufacturer might be required to follow certain patient groups for a number of years and makes periodic reports to the FDA on the clinical status of those patients.

After a device receives FDA 510(k) clearance, any modification that could significantly affect its safety or effectiveness, or that would constitute a major change in its intended use, requires a new 510(k) clearance or could require a PMA application approval. The FDA requires each manufacturer to make the determination of whether a modification requires a new 510(k) notification or PMA application in the first instance, but the FDA can review any such decision. If the FDA disagrees with a manufacturer’s decision not to seek a new 510(k) clearance or PMA approval for a particular change, the FDA may retroactively require the manufacturer to seek 510(k) clearance or PMA approval. The FDA also can require the manufacturer to cease U.S. marketing and/or recall the modified device until 510(k) clearance or PMA approval is obtained.

In addition, after a device is placed on the market, numerous FDA and other regulatory requirements continue to apply. These include establishment registration and device listing with the FDA; compliance with medical device reporting regulations, which require that manufacturers report to the FDA if their device may have caused or contributed to a death or serious injury or malfunctioned in a way that would likely cause or contribute to a death or serious injury if it were to recur; and compliance with corrections and removal reporting regulations, which require that manufacturers report to the FDA field corrections and product recalls or removals if undertaken to reduce a risk to health posed by the device or to remedy a violation of the FFDCA that may present a risk to health. The FDA and the Federal Trade Commission (“FTC”) also regulate the advertising and promotion of our products to ensure that the claims we make are consistent with our regulatory clearances, that there is scientific data to substantiate the claims and that our advertising is neither false nor misleading. In general, we may not promote or advertise our products for uses not within the scope of our intended use statement in our clearances or make unsupported safety and effectiveness claims. Many regulatory jurisdictions outside of the U.S. have similar regulations to which we are subject.

Our manufacturing processes are required to comply with the FDA’s Good Manufacturing Practice (“GMP”) requirements contained in its Quality System Regulation (“QSR”) and associated regulations and guidance. The QSR covers, among other things, the methods used in, and the facilities and controls used for, the design, manufacture, packaging, labeling, storage, installation, and servicing of all medical devices intended for human use. The QSR also requires maintenance of extensive records which demonstrate compliance with FDA regulation, the manufacturer’s own procedures, specifications and testing as well as distribution and post-market experience. Compliance with the QSR is necessary to receive FDA clearance or approval to market

new products and is necessary for a manufacturer to be able to continue to market cleared or approved product offerings in the U.S. A company's facilities, records, and manufacturing processes are subject to periodic scheduled or unscheduled inspections by the FDA, which may issue reports known as Forms FDA 483 or Notices of Inspectional Observations which list instances where the FDA inspector believes the manufacturer has failed to comply with applicable regulations and/or procedures. If the observations are sufficiently serious or the manufacturer fails to respond appropriately, the FDA may issue Warning Letters, or Untitled Letters, which are notices of potential enforcement actions against the manufacturer. If a Warning Letter or Untitled Letter is not addressed to the satisfaction of the FDA, or if the FDA becomes aware of any other serious issue with a manufacturer's products or facilities, it could result in fines, injunctions, civil penalties, delays, suspension or withdrawal of clearances, seizures or recalls of products, operating restrictions, total shutdown of production facilities, prohibition on export or import and criminal prosecution. Such actions may have further indirect consequences for the manufacturer outside of the U.S., and may adversely affect the reputation of the manufacturer and the product. In the U.S., routine FDA inspections usually occur every two years, and may occur more often for cause.

To a greater or lesser extent, most other countries require some form of quality system and regulatory compliance, which may include periodic inspections, inspections by third party auditors, and specialized documentation. Failure to meet all the requirements of these countries could jeopardize our ability to import, market, support and receive reimbursement for the use of our products in these countries.

In addition to the above, we may seek to conduct clinical research on products that have not yet been cleared or approved for particular indications in clinical studies or trials in the U.S. or other countries. Additional regulations govern the approval, initiation, conduct, documentation and reporting of clinical studies to regulatory agencies in the countries or regions in which they are conducted. Such investigational use is generally also regulated by local and institutional requirements and policies which usually include review by an ethics committee or institutional review board ("IRB"). Failure to comply with all regulations governing such studies could subject the company to significant enforcement actions and sanctions, including halting of the study, seizure of investigational devices or data, sanctions against investigators, civil or criminal penalties, and other actions. Without the data from one or more clinical studies, it may not be possible for us to secure the data necessary to support certain regulatory submissions, to secure reimbursement or demonstrate other requirements. We cannot assure that access to clinical investigators, sites and subjects, documentation and data will be available on the terms and timeframes necessary.

Products manufactured outside the U.S. by or for us are subject to U.S. Customs and FDA inspection upon entry into the U.S. We must demonstrate compliance of such products to U.S. regulations and carefully document the eventual distribution or re-exportation of such products. Failure to comply with all applicable regulations could prevent us from having access to products or components critical to the manufacture of finished products and lead to shortages and delays.

California Regulation

The State of California requires that we obtain a license to manufacture medical devices and until 2012 conducted periodic inspections of medical device manufacturers. Our facilities and manufacturing processes were last inspected in July 2011 and were found to be in compliance. In accordance with the State of California regulations, the license to manufacture is renewed annually with any updated manufacturing information. Although the State of California has announced suspension of routine periodic inspections, there can be no assurance the State of California will not resume such inspections or conduct such inspections under specific circumstances which are not yet known.

Foreign Regulation

In order for us to market our products in other countries, we must obtain regulatory approvals and comply with extensive product and quality system regulations in other countries. These regulations, including the requirements for approvals or clearance and the time required for regulatory review, vary from country to country. Some countries have regulatory review processes which are substantially longer than U.S. processes. Failure to obtain regulatory approval in a timely manner and to meet all local requirements including language and specific safety standards in any foreign country in which we plan to market our products could prevent us from marketing products in such countries or subject us to sanctions and fines.

To be sold in Japan, most medical devices must undergo thorough safety examinations and demonstrate medical efficacy before they receive regulatory ("Shonin") approval. We obtained from the Japanese Ministry of Health, Labor, and Welfare ("MHLW") approval for our *da Vinci Si* Surgical Systems in October 2012 and approval for our *da Vinci Xi* Surgical Systems in March 2015. Effective April 2012, we obtained national reimbursement for dVP procedures in Japan, our only reimbursed procedure to date. We are currently seeking reimbursement for additional procedures through the MHLW's Senshin Iryo processes as well as alternative reimbursement processes. Our Senshin Iryo approvals require in-country clinical data and are considered for reimbursed status in April of even numbered years.

Commercialization of medical devices in Europe is regulated by the European Union ("EU"). The EU presently requires that all medical products bear the Conformité Européenne ("CE") mark, for compliance with the Medical Device Directive (93/42/EEC) as amended. The CE mark is an international symbol of adherence to certain essential principles of safety and performance

mandated in applicable European medical device directives, which once affixed, enables a product to be sold in member countries of the EU and those affiliated countries which accept the CE mark. The CE mark is also recognized in many countries outside of the EU, such as Australia, and can assist in the clearance process. In order to affix the CE mark on products, a recognized European Notified Body must certify a manufacturer's quality system and design dossier for compliance with international and European requirements. We have received authorization from DGM Denmark A/S, a recognized European Notified Body and part of Nemko Presafe A/S, to affix the CE mark to our *da Vinci* Surgical System and *EndoWrist* instruments and accessories. To maintain authorization to apply the CE mark, we are subject to annual surveillance audits and periodic re-certification audits. In September 2013, the European Commission adopted a recommendation indicating that all Notified Bodies, including DGM, should carry out unannounced audits, at least once every third year, of the manufacturers whose medical devices they have certified. These unannounced audits can also extend to the manufacturer's critical suppliers or sub-contractors (those that supply a critical input or perform a critical function for the manufacturer).

If we modify our existing products or develop new products in the future, we may need to apply for authorization to affix the CE mark to such products. We do not know whether we will be able to obtain authorization to affix the CE mark for new or modified products or whether we will continue to meet the safety and performance standards required to maintain the authorizations we have already received. If we are unable to maintain authorizations to affix the CE mark to our products, we will no longer be able to sell our products in member countries of the EU or those whose marketing authorizations are based on the CE Mark.

Regulations in other countries, including the requirements for approvals or clearance and the time required for regulatory review, vary from country to country. Certain countries have their own regulatory agencies, such as China and South Korea. These countries typically require regulatory approvals and compliance with extensive safety and quality system regulations. Failure to obtain regulatory approval in any foreign country in which we plan to market our products, or failure to comply with any regulation in any foreign country in which we market our products, may negatively impact our ability to generate revenue and harm our business. Our system sales into China are also dependent on obtaining importation authorizations and hospitals completing the central purchasing tender under the authorization, the most recent of which expired at the end of 2015. In addition, local regulations may apply which govern the use of our products and which could have an adverse effect on our product utilization if they are unfavorable. All such regulations are revised from time to time and in general are increasing in complexity, and in the scope and degree of documentation and testing required. There can be no assurance the outcomes from such documentation and testing will be acceptable to any particular regulatory agency or will continue to be acceptable over time. There are further regulations governing the importation, marketing, sale, distribution, use and service as well as the removal and disposal of medical devices. Failure to comply with any of these regulations could result in sanctions, fines and prevent us from marketing our products in these regions.

Other Healthcare Laws

We are also subject to federal and state healthcare laws and regulations pertaining to fraud and abuse, physician payment transparency and privacy and security laws and regulations. These laws include:

- the federal Anti-Kickback Statute, which prohibits, among other things, persons from knowingly and willfully soliciting, receiving, offering or paying remuneration, directly or indirectly, in exchange for or to induce either the referral of an individual for, or the purchase, order or recommendation of, any good or service for which payment may be made under federal healthcare programs, such as the Medicare and Medicaid programs. A person or entity does not need to have actual knowledge of the federal Anti-Kickback Statute or specific intent to violate it to have committed a violation. In addition, the government may assert that a claim including items or services resulting from a violation of the federal Anti-Kickback Statute constitutes a false or fraudulent claim for purposes of the False Claims Act;
- federal false claims laws which prohibit, among other things, individuals or entities from knowingly presenting, or causing to be presented, claims for payment from Medicare, Medicaid or other federal third-party payors that are false or fraudulent;
- the federal Civil Monetary Penalties Law, which prohibits, among other things, offering or transferring remuneration to a federal healthcare beneficiary that a person knows or should know is likely to influence the beneficiary's decision to order or receive items or services reimbursable by the government from a particular provider or supplier;
- federal criminal laws that prohibit executing a scheme to defraud any federal healthcare benefit program or making false statements relating to healthcare matters;
- the federal Health Insurance Portability and Accountability Act of 1996, as amended by the Health Information Technology for Economic and Clinical Health Act, which governs the conduct of certain electronic healthcare transactions and protects the security and privacy of protected health information;
- the federal Physician Payment Sunshine Act, which requires manufacturers of drugs, devices, biologics and medical supplies for which payment is available under Medicare, Medicaid or the Children's Health Insurance Program (with certain exceptions) to report annually to CMS information related to payments or other "transfers of value" made to

physicians (defined to include doctors, dentists, optometrists, podiatrists and chiropractors) and teaching hospitals, and requires applicable manufacturers and group purchasing organizations to report annually to CMS ownership and investment interests held by the physicians described above and their immediate family members and payments or other “transfers of value” to such physician owners. Manufacturers are required to submit reports to CMS by the 90th day of each calendar year; and

- analogous state and foreign law equivalents of each of the above federal laws, such as anti-kickback and false claims laws which may apply to items or services reimbursed by any third-party payor, including commercial insurers; state laws that require device companies to comply with the industry’s voluntary compliance guidelines and the applicable compliance guidance promulgated by the federal government or otherwise restrict payments that may be made to healthcare providers and other potential referral sources; state laws that require device manufacturers to report information related to payments and other transfers of value to physicians and other healthcare providers or marketing expenditures; and state laws governing the privacy and security of health information in certain circumstances, many of which differ from each other in significant ways and may not have the same effect, thus complicating compliance efforts.

If our operations are found to violate any of the laws described above or any other laws and regulations that apply to us, we may be subject to penalties, including civil and criminal penalties, damages, fines, the curtailment or restructuring of our operations, the exclusion from participation in federal and state healthcare programs and imprisonment, any of which could adversely affect our ability to market our products and materially adversely affect our business, results of operations and financial condition. Any action against us for violation of these laws, even if we successfully defend against it, could cause us to incur significant legal expenses and divert our management’s attention from the operation of our business.

Third-Party Coverage and Reimbursement

In the U.S. and most markets outside of the U.S. (“OUS”) where we sell our products, the government and health insurance companies together are responsible for hospital and surgeon reimbursement for virtually all covered surgical procedures. Governments and insurance companies generally reimburse hospitals and physicians for surgery when the procedure is considered medically necessary. In the U.S., the Centers for Medicare & Medicaid Services (“CMS”) administer the Medicare and Medicaid programs (the latter, along with applicable State governments). Many other third-party payors model their reimbursement methodologies after the Medicare program. As the single largest payor, this program has a significant impact on other payors’ payment systems.

Generally, reimbursement for professional services performed at a facility by physicians is reported under billing codes issued by the American Medical Association (“AMA”), known as Current Procedural Terminology (“CPT”) codes. Physician reimbursement under Medicare generally is based on a fee schedule and determined by the relative values of the professional service rendered. In addition, CMS and the National Center for Health Statistics (“NCHS”) are jointly responsible for overseeing changes and modifications to billing codes used by hospitals to report inpatient procedures, known as ICD-9-CM procedural codes prior to October 1, 2015, and ICD-10-PCS codes on and after October 1, 2015. For Medicare, CMS generally reimburses hospitals for services provided during an inpatient stay based on a prospective payment system that is determined by a classification system known as Medicare-Severity Diagnostic Related Groupings (“MS-DRGs”). MS-DRGs are assigned using a number of factors including the principal diagnosis, major procedures, discharged status, patient age and complicating secondary diagnoses among other things. Hospital outpatient services, reported by CPT codes, are assigned to clinically relevant Ambulatory Payment Classifications (“APCs”) used to determine the payment amount for services provided.

On October 1, 2008, CMS and NCHS issued a new family of ICD-9-CM procedure codes for “Robotically Assisted Procedures.” Prior to October 1, 2015, for laparoscopic procedures completed with the *da Vinci* Surgical System, U.S. hospitals were expected to report the primary surgical procedure code, along with ICD-9-CM 17.42, to describe a laparoscopic robotic assisted procedure. The purpose of the ICD-9-CM family of procedure codes, 17.4X, was to gather data on robotic assisted surgical procedures. On and after October 1, 2015, a new family of ICD-10-PCS codes may be used-in conjunction with other applicable procedure codes-to describe various robotic assisted procedures. An inpatient surgical procedure, completed with or without robotic assistance, continues to be assigned to the clinically relevant MS-DRG.

Governments and insurance companies carefully review and increasingly challenge the prices charged for medical products and surgical services. Reimbursement rates from private companies vary depending on the procedure performed, the third-party payor, contract terms, and other factors. Because both hospitals and physicians may receive the same reimbursement for their respective services, with or without robotics, regardless of actual costs incurred by the hospital or physician in furnishing the care, including for the specific products used in that procedure, hospitals and physicians may decide not to use our products if reimbursement amounts are insufficient to cover any additional costs incurred when purchasing our products.

Domestic institutions typically bill for the primary surgical procedure that includes our products to various third-party payors, such as Medicare, Medicaid and other government programs and private insurance plans. Because our *da Vinci* Surgical System has been cleared for commercial distribution in the U.S. by the FDA, coverage and reimbursement by payors are generally

determined by the medical necessity of the primary surgical procedure. We believe that the additional procedures we intend to pursue are established surgical procedures that are generally already reimbursable by government agencies and insurance companies for appropriately selected patients. If hospitals do not obtain sufficient reimbursement from third-party payors for procedures performed with our products, or if governmental and private payors' policies do not cover surgical procedures performed using our products, we may not be able to generate the revenues necessary to support our business.

In countries outside the U.S., reimbursement is obtained from various sources, including governmental authorities, private health insurance plans, and labor unions. In most foreign countries, private insurance systems may also offer payments for some therapies. In addition, health maintenance organizations are emerging in certain European countries. To effectively conduct our business, we may need to seek OUS reimbursement approvals, and we do not know if these required approvals will be obtained in a timely manner or at all. In some countries, patients may be permitted to pay directly for surgical services; however, such "co-pay" practices are not common in most countries.

In March 2010, the U.S. President signed the Patient Protection and Affordable Care Act, as amended by the Health Care and Education Reconciliation Act (collectively, "the PPACA"), which makes changes that significantly impact healthcare providers, insurers, pharmaceutical and medical device manufacturers. One of the principal aims of the PPACA is to expand health insurance coverage to Americans who are currently uninsured. The full consequences of the coverage expansions on the sales of our products are still unknown. The PPACA contains a number of provisions designed to generate the revenues necessary to fund this coverage expansion, including, but not limited to fees or taxes on certain health-related industries, including medical device manufacturers. For sales on or after January 1, 2013, medical device manufacturers were required to pay an excise tax (or sales tax) of 2.3% on certain U.S. medical device revenues. Under this provision, the Company has incurred an excise tax of approximately \$17.0 million in 2015. The tax was included as a cost of revenue and a reduction of product gross profit margin. In December, 2015, President Obama signed into law the Consolidated Appropriations Act, 2016 (the "Appropriations Act"). The Appropriations Act includes a two-year moratorium on the medical device excise tax such that medical device revenues in 2016 and 2017 will be exempt from the excise tax. Unless there is further legislative action during that two-year period, the tax will be automatically reinstated for sales of medical devices on or after January 1, 2018.

The PPACA also has provisions to study the comparative effectiveness of health care treatments and strategies. It remains unclear how this research will influence future Medicare coverage and reimbursement decisions, as well as influence other third-party payor coverage and reimbursement policies. As Congress and state governments determine how to implement the PPACA, the full impact of the PPACA on the medical device industry and the sale of our products is currently unknown. The PPACA, as well as other federal or state health care reform measures that may be adopted in the future, could have a material adverse effect on our business. The taxes imposed by PPACA and the expansion in the government's role in the U.S. healthcare industry may result in decreased profits, lower reimbursement from payors for procedures that use our products and/or reduced procedural volumes, all of which may adversely affect our business, financial condition and results of operations.

In addition, other legislative changes have been proposed and adopted since the PPACA was enacted. On August 2, 2011, the U.S. President signed into law the Budget Control Act of 2011, which, among other things, creates the Joint Select Committee on Deficit Reduction to recommend proposals in spending reductions to Congress. The Joint Select Committee did not achieve a targeted deficit reduction of at least \$1.2 trillion for the years 2013 through 2021, triggering the legislation's automatic reduction to several government programs. This included aggregate reduction to Medicare payments to providers of up to 2% per fiscal year, which went into effect on April 1, 2013 and, due to subsequent legislative amendments to the statute, will remain in effect through 2025 unless additional Congressional action is taken. On January 2, 2013, the American Taxpayer Relief Act of 2012 was signed into law, which, among other things, further reduced Medicare payments to several providers, including hospitals, imaging centers and cancer treatment centers. The Medicare Access and CHIP Reauthorization Act of 2015, enacted on April 16, 2015 ("MACRA"), repealed the formula by which Medicare made annual payment adjustments to physicians and replaced the former formula with fixed annual updates and a new system of incentive payments scheduled to begin in 2019 that are based on various performance measures and physicians' participation in alternative payment models such as accountable care organizations.

Any regulatory or legislative developments in domestic or foreign markets that eliminate or reduce reimbursement rates for procedures performed with our products could harm our ability to sell our products or cause downward pressure on the prices of our products, either of which would affect our ability to generate the revenues necessary to support our business.

Employees

As of December 31, 2015, we had 3,211 employees, 345 of whom were engaged directly in research and development, 1,306 in manufacturing and service and 1,560 in marketing, sales, and administrative activities. None of our employees are covered by a collective bargaining agreement, and we consider our relationship with our employees to be good.

General

We make our periodic and current reports, including our Annual Reports on Form 10-K, Quarterly Reports on Form 10-Q, Current Reports on Form 8-K, our Code of Business Conduct and Ethics Policy and any amendments to those reports, available

free of charge, on our website as soon as practicable after such material is electronically filed or furnished with the Securities and Exchange Commission (the “SEC”). Our website address is www.intuitivesurgical.com and the reports are filed under “SEC Filings,” on the Company—Investor Relations portion of our website. Periodically, we webcast Company announcements, product launch events and executive presentations which can be viewed via our Investor Relations pages on our website. In addition, we provide notifications of our material news including SEC filings, investor events, and press releases as part of our Investor Relations website. The contents of these websites are not intended to be incorporated by reference into this report or in any other report or document we file and any references to these websites are intended to be inactive textual references only. The public may read and copy any materials filed by the Company with the SEC at the SEC’s Public Reference Room at 100 F Street, NE, Room 1580, Washington, DC 20549. The public may obtain information on the operation of the Public Reference Room by calling the SEC at 1-800-SEC-0330. The SEC maintains an Internet site that contains reports, proxy and information statements and other information regarding issuers that file electronically with the SEC at www.sec.gov. The contents of these websites are not incorporated into this filing. Further, references to the URLs for these websites are intended to be inactive textual references only.

We operate our business as one segment as defined by U.S. generally accepted accounting principles. Our financial results for the year ended December 31, 2015, 2014, and 2013 are discussed in “Item 7. Management’s Discussion and Analysis of Financial Condition and Results of Operations” and “Item 8. Financial Statements and Supplementary Data” of this Annual Report.

Intuitive Surgical, Inc. was founded in 1995. We are a Delaware corporation with our corporate headquarters located at 1020 Kifer Road, Sunnyvale, California 94086. Our telephone number is (408) 523-2100, and our website address is www.intuitivesurgical.com.

ITEM 1A. RISK FACTORS

RISKS RELATING TO OUR BUSINESS

IF OUR PRODUCTS DO NOT ACHIEVE MARKET ACCEPTANCE, WE WILL NOT BE ABLE TO GENERATE THE REVENUE NECESSARY TO SUPPORT OUR BUSINESS.

The *da Vinci* Surgical System and our other products represent a fundamentally new way of performing surgery. Achieving physician, patient, and third-party payor acceptance of *da Vinci* Surgery as a preferred method of performing surgery will be crucial to our success. If our products fail to achieve market acceptance, customers will not purchase our products and we will not be able to generate the revenue necessary to support our business. We believe that physicians and third-party payors’ acceptance of the benefits of procedures performed using our products will be essential for acceptance of our products by patients. Physicians will not recommend the use of our products unless we can demonstrate that they produce results comparable or superior to existing surgical techniques. Even if we can prove the effectiveness of our products through clinical trials, surgeons may elect not to use our products for any number of other reasons. For example, cardiologists may continue to recommend conventional heart surgery simply because such surgery is already widely accepted. In addition, surgeons may be slow to adopt our products because of the perceived liability risks arising from the use of new products and the uncertainty of reimbursement from third-party payors, particularly in light of ongoing health care reform initiatives.

We expect that there will be a learning process involved for surgical teams to become proficient in the use of our products. Broad use of our products will require training of surgical teams. Market acceptance could be delayed by the time required to complete this training. We may not be able to rapidly train surgical teams in numbers sufficient to generate adequate demand for our products.

ECONOMIC CONDITIONS COULD MATERIALLY ADVERSELY AFFECT OUR COMPANY.

In recent years, the global economic downturn, as well as credit and sovereign debt concerns in certain European countries, as well as concerns about continued slowed economic growth in China and other international markets, have caused economic uncertainty, disruptions in the financial credit markets, volatile currency exchange rates and energy costs, concerns about inflation, slower economic activity, decreased consumer confidence, reduced corporate profits and capital spending, adverse business conditions and liquidity concerns. Uncertainty about current global economic conditions continues to pose a risk as customers may choose to postpone or reduce spending in response to restraints on credit. There could be additional effects from adverse conditions in the credit markets on our business, including the insolvency of key suppliers or their inability to obtain credit to finance the development and/or manufacture of our products resulting in product delays, and the inability of our customers and distributors to obtain credit to finance purchases of our products. If economic conditions worsen, or our forecasted demand may not materialize to the levels we require to achieve our anticipated financial results, which could have a material adverse effect on our business, financial condition, results of operations, or cash flows.

BECAUSE OUR MARKETS ARE HIGHLY COMPETITIVE, CUSTOMERS MAY CHOOSE TO PURCHASE OUR COMPETITORS' PRODUCTS OR SERVICES OR MAY NOT ACCEPT *da Vinci* SURGERY, WHICH WOULD RESULT IN REDUCED REVENUE AND LOSS OF MARKET SHARE.

da Vinci Surgery is a relatively new technology that competes with established and emerging treatment options in both disease management and reconstructive medical procedures. These competitive treatment options include conventional MIS, open surgery, interventional approaches, or pharmacological regimens. Some of these procedures are widely accepted in the medical community and in many cases have a long history of use. Technological advances could make such treatments more effective or less expensive than using our products, which could render our products obsolete or unmarketable. Studies could be published that show that other treatment options are more beneficial and/or cost-effective than *da Vinci* Surgery. We cannot be certain that physicians will use our products to replace or supplement established treatments or that our products will continue to be competitive with current or future technologies.

We may face competition from companies that develop wristed, robotic or computer-assisted surgical systems and products in the future. The following companies introduced products in the field of robotic surgery or have made explicit statements about their efforts to enter the field: Auris Surgical Robotics Inc., Cambridge Medical Robotics Ltd, IMRIS Inc., Johnson & Johnson and Google Inc. and their joint venture, Verb Surgical Inc., MedRobotics Corp., meerecompany Inc., Medtronic PLC, Olympus Corp., Samsung Corporation, TransEnterix Inc., and Titan Medical Inc. Companies with substantial experience in industrial robotics could potentially expand into the field of surgical robotics and become a competitor. Our revenues may be reduced or eliminated if our competitors develop and market products that are more effective or less expensive than our products. If we are unable to compete successfully, our revenues will suffer. We may not be able to maintain or improve our competitive position against current or potential competitors, especially those with greater resources. In addition, third-party service providers that provide service to *da Vinci* surgical system operators may emerge and compete with us on price or offerings. To date, substantially all of our customers have sourced services on their *da Vinci* surgical systems from us through service contract commitments or time and materials contracts. If we are unable to compete successfully with any third-party service providers, our revenues may suffer.

Recently, third party entities have begun to offer robotic surgery consulting services targeted at analyzing the cost-effectiveness of hospitals' robotic surgery programs, including procedures performed, placement of systems, and consumption of instruments and accessories. We currently provide similar services and analysis to our customers, but it is difficult to assess the impact that this may have on our business.

OUR CUSTOMERS MAY USE UNAUTHORIZED OR UNAPPROVED INSTRUMENTS AND ACCESSORIES, WHICH WOULD RESULT IN REDUCED REVENUE AND LOSS OF MARKET SHARE.

A large portion of our revenue is generated through our sales of instruments and accessories. Third parties have attempted to and may discover ways to manufacture and sell counterfeit reprocessed instruments and/or alter instruments that are compatible and function with the *da Vinci* surgical system, and such activities may reduce our market share. While our sales arrangements with customers generally prohibit the use of unauthorized or unapproved instruments and accessories with the *da Vinci* surgical systems, and warranties will be void if such instruments and accessories are used, and a programmed memory chip inside each instrument is designed to prevent the instrument from being used for more than the prescribed number of procedures to help ensure that its performance meets specifications during each procedure, these measures may not prevent the use of unauthorized or unapproved instruments and accessories by our customers. In addition to potential reductions to our revenues and market share, sales of unauthorized instruments and accessories by third parties may create safety and health risks to *da Vinci* patients and could cause negative publicity for us if these products cause injuries and/or do not function as intended when used with the *da Vinci* surgical systems, any of which could have a material adverse effect on our business, financial condition, results of operations, or cash flows.

NEW PRODUCT INTRODUCTIONS MAY ADVERSELY IMPACT OUR FINANCIAL RESULTS.

We introduce new products with enhanced features and extended capabilities from time to time. Our products are subject to various regulatory processes, and we must obtain and maintain regulatory approvals in order to sell our new products. If a potential purchaser believes that we plan to introduce a new product in the near future or if a potential purchaser is located in a country where a new product that we have introduced has not yet received regulatory approval, planned purchases may be deferred or delayed. As a result, new product introductions may adversely impact our financial results.

WE EXPECT GROSS PROFIT MARGINS TO VARY OVER TIME, AND CHANGES IN OUR GROSS PROFIT MARGINS COULD ADVERSELY AFFECT OUR FINANCIAL CONDITION OR RESULTS OF OPERATIONS.

Our gross profit margins have fluctuated from period to period, and we expect that they will continue to fluctuate in the future. Our gross profit margins may be adversely affected by numerous factors, including:

- changes in customer, geographic, or product mix, including mix of *da Vinci* Surgical System models sold;
- changes in the portion of sales involving a trade-in of another system and the amount of trade-in credits given;

- introduction of new products, which may have lower margins than our existing products;
- our ability to maintain or reduce production costs;
- changes to our pricing strategy;
- changes in competition;
- changes in production volume driven by demand for our products;
- changes in material, labor or other manufacturing-related costs;
- inventory obsolescence and product recall charges; and
- market conditions.

If we are unable to offset the unfavorable impact of the factors noted above by increasing the volume of products shipped, reducing product manufacturing costs or otherwise, our business, financial condition and results of operations may be materially adversely affected.

WE EXPERIENCE LONG AND VARIABLE CAPITAL SALES CYCLES AND SEASONALITY IN OUR BUSINESS, WHICH MAY CAUSE FLUCTUATIONS IN OUR FINANCIAL RESULTS.

Our *da Vinci* Surgical System has a lengthy sales and purchase order cycle because it is a major capital item and its purchase generally requires the approval of senior management of hospitals, their parent organizations, purchasing groups, and government bodies, as applicable. In addition, sales to some of our customers are subject to competitive bidding or public tender processes. These approval processes can be lengthy. In addition, IDN groups are creating larger networks of *da Vinci* system operators, have increasing purchasing power, and are increasingly evaluating their *da Vinci* Surgery programs to optimize the efficiency of the *da Vinci* system operations. As a result, hospitals may delay or accelerate system purchases in conjunction with timing of their capital budget timelines. Further, the introduction of new products could adversely impact our sales cycle as customers take additional time to assess the benefits and costs of such products. As a result, it is difficult for us to predict the length of capital sales cycles and, therefore, the exact timing of capital sales. Historically, our sales of *da Vinci* Surgical Systems have tended to be heaviest during the third month of each fiscal quarter, lighter in the first and third fiscal quarters and heavier in the fourth fiscal quarter.

We have experienced procedure growth for a number of benign conditions, including hysterectomies for benign conditions, sacrocolpopexies, hernia repair, cholecystectomies, and certain other surgeries. Many of these types of surgeries may be postponed in the short term by patients to avoid vacation periods and for other personal scheduling reasons. Patients may also accelerate procedures to take advantage of insurance funding cut-off dates. Historically, we have experienced lower procedure volume in the first and third fiscal quarters and higher procedure volume in the second and fourth fiscal quarters. Timing of procedures and changes in procedure growth directly affect the timing of instrument and accessory purchases and capital purchases by customers.

The above factors may contribute to substantial fluctuations in our quarterly operating results. Because of these fluctuations, it is possible that in some future quarters our operating results will fall below the expectations of securities analysts or investors. If that happens, the market price of our stock would likely decrease. These fluctuations, among other factors, also mean that you will not be able to rely upon our operating results in any particular period as an indication of future performance.

SALES OUTSIDE OF THE U.S. ACCOUNT FOR A SIGNIFICANT PORTION OF OUR REVENUES, WHICH EXPOSES US TO RISKS INHERENT IN OPERATIONS OUTSIDE OF THE U.S. OUR GROWTH MAY BE LIMITED IF WE ARE UNABLE TO SUCCESSFULLY MANAGE OUR ACTIVITIES OUTSIDE OF THE U.S.

Our business currently depends in part on our activities in markets outside of the U.S. Revenue from markets outside of the United States accounted for approximately 29%, 30%, and 28% of our revenue for the years ended December 31, 2015, 2014, and 2013, respectively. We are subject to a number of challenges that specifically relate to our OUS business activities. These challenges include:

- failure to obtain the same degree of protection against infringement of our intellectual property rights as we have in the United States;
- protectionist laws and business practices that favor local competitors, which could slow our growth in OUS markets;
- local or national regulations that make it difficult or impractical to market or use our products;
- inability or regulatory limitations on our ability to move goods across borders;
- the risks associated with foreign currency exchange rate fluctuations;
- difficulty in establishing, staffing and managing non-U.S. operations;
- the expense of establishing facilities and operations in new foreign markets; and
- building and maintaining an organization capable of supporting geographically dispersed operations.

A large portion of our OUS sales are denominated in U.S. dollars. As a result, an increase in the value of the U.S. dollar relative to foreign currencies could make our products less competitive and/or less affordable in OUS markets. If we are unable to meet and overcome these challenges our OUS operations may not be successful, which would limit the growth of our business.

WE UTILIZE DISTRIBUTORS FOR A PORTION OF OUR SALES, WHICH SUBJECTS US TO A NUMBER OF RISKS THAT COULD HARM OUR BUSINESS.

We have strategic relationships with a number of key distributors for sales and service of our products in certain foreign countries. If these strategic relationships are terminated and not replaced, our revenues and/or ability to service our products in the markets serviced by these distributors could be adversely affected. In addition, we may be named as a defendant in lawsuits against our distributors related to sales or service of our products performed by them. Please see our risk factor below titled “Unfavorable Results of Legal Proceedings Could Materially Adversely Affect Our Financial Condition.” The actions of our distributors may affect our ability to effectively market our products in certain foreign countries or regulatory jurisdictions if the distributor holds the regulatory authorization in such countries or within such regions and causes, by action or inaction, the suspension of such marketing authorization or sanctions for non-compliance. It may be difficult, expensive and time consuming for us to re-establish market access or regulatory compliance in such case.

WE ARE EXPOSED TO THE CREDIT RISK OF SOME OF OUR CUSTOMERS, WHICH COULD RESULT IN MATERIAL LOSSES.

We believe customer financing through leasing is an important consideration for some of our customers and have experienced an increase in demand for customer financing. We may experience loss from a customer’s failure to make payments according to the contractual lease terms. Our exposure to the credit risks relating to our lease financing arrangements may increase if our customers are adversely affected by changes in healthcare laws, coverage and reimbursement, economic pressures or uncertainty, or other customer-specific factors.

Although we have programs in place that are designed to monitor and mitigate the associated risk, there can be no assurance that such programs will be effective in reducing credit risks relating to these lease financing arrangements. Although we have not experienced significant credit losses to date, should the level of credit losses we experience in the future exceed our expectations, they could have a material adverse effect on our financial condition or results of operations.

WE MAY INCUR LOSSES ASSOCIATED WITH CURRENCY FLUCTUATIONS AND MAY NOT BE ABLE TO EFFECTIVELY HEDGE OUR EXPOSURE.

Our operating results are subject to volatility due to fluctuations in foreign currency exchange rates. Our primary exposure to fluctuations in foreign currency exchange rates relates to revenue and operating expenses denominated in currencies other than the U.S. dollar. The weakening of foreign currencies relative to the U.S. dollar adversely affects our foreign currency-denominated revenue. Margins on OUS revenue could also be materially adversely affected by foreign currency exchange rate fluctuations as we may not be able to raise local prices to fully offset the strengthening of the U.S. dollar. Conversely, the strengthening of foreign currencies relative to the U.S. dollar, while generally beneficial to our foreign currency-denominated revenue and earnings, may cause us to reduce pricing on our products in our markets outside of the U.S. and may cause us to incur losses on our foreign currency hedging instruments, thereby limiting the benefit that strengthened foreign currencies could have on our results of operations.

We attempt to mitigate a portion of these risks through foreign currency hedging, based on our judgment of the appropriate trade-offs among risk, opportunity, and expense. Although we have established a hedging program to partially hedge our exposure to foreign currency exchange rate fluctuations, primarily related to transactions denominated in the Euro, Japanese Yen, Korean Won, British Pound, and the Swiss Franc, and we regularly review our hedging program and make adjustments as necessary, our hedging activities may not offset more than a portion of the adverse financial impact caused by unfavorable movement in foreign currency exchange rates, which could materially adversely affect our financial condition or results of operations.

WE ARE EXPOSED TO CREDIT RISK AND FLUCTUATIONS IN THE MARKET VALUE OF OUR INVESTMENTS.

Our investment portfolio includes both domestic and international investments. The credit ratings and pricing of our investments can be negatively affected by liquidity concerns, credit deterioration, financial results, economic risk, political risk or other factors. As a result, the value and liquidity of our cash equivalents and marketable securities could fluctuate substantially. Our other income and expense could also vary materially from expectations depending on gains or losses realized on the sale or exchange of investments, impairment charges resulting from revaluations of debt and equity securities and other investments, changes in interest rates, increases or decreases in cash balances, volatility in foreign exchange rates, and changes in fair value of derivative instruments. Increased volatility in the financial markets and overall economic uncertainty could increase the risk that actual amounts realized on our investments may differ significantly from the fair values currently assigned to them.

While we have not realized any significant losses on our cash equivalents or marketable securities, future fluctuations in their value could have a material adverse impact on our business, financial condition, results of operations, or cash flows.

IF DEFECTS ARE DISCOVERED IN OUR PRODUCTS, WE MAY INCUR ADDITIONAL UNFORESEEN COSTS, HOSPITALS MAY NOT PURCHASE OUR PRODUCTS AND OUR REPUTATION MAY SUFFER.

Our success depends on the quality and reliability of our products. While we subject components sourced and products manufactured to stringent quality specifications and processes, our products incorporate mechanical parts, electrical components, optical components, and computer software, any of which may contain errors or exhibit failures, especially when products are first introduced. In addition, new products or enhancements may contain undetected errors or performance problems that, despite testing, are discovered only after commercial shipment. Because our products are designed to be used to perform complex surgical procedures, due to the serious and costly consequences of product failure, we and our customers have an increased sensitivity to such defects. In the past, we have voluntarily recalled certain products. Although our products are subject to stringent quality processes and controls, we cannot assure that our products will not experience component aging, errors, or performance problems in the future. If we experience product flaws or performance problems, any or all of the following could occur:

- delays in product shipments;
- loss of revenue;
- delay in market acceptance;
- diversion of our resources;
- damage to our reputation;
- product recalls;
- regulatory actions;
- increased service or warranty costs; or
- product liability claims.

Costs associated with product flaws or performance problems could have a material adverse effect on our business, financial condition, results of operations, or cash flows.

WE ARE SUBJECT TO PRODUCT LIABILITY AND NEGLIGENCE CLAIMS RELATING TO THE USE OF OUR PRODUCTS THAT COULD BE EXPENSIVE, DIVERT MANAGEMENT’S ATTENTION AND HARM OUR BUSINESS.

Our business exposes us to significant risks of product liability claims, which are inherent to the medical device industry. Product liability claims may be brought by individuals or by groups seeking to represent a class. We currently are subject to product liability claims, which are described in more detail in Note 7 to the Consolidated Financial Statements included in Part II, Item 8, and which have been brought by or on behalf of individuals alleging that they have sustained personal injuries and/or death as a result of purported product defects, the alleged failure to warn, and/or the alleged inadequate training by us of physicians regarding the use of the *da Vinci* Surgical System. The individuals who have brought the product liability claims seek recovery for the alleged personal injuries and in many cases, punitive damages. Current product liability claims have resulted in negative publicity regarding our Company, and these and any other product liability or negligence claims or product recalls also could harm our reputation. Please see our risk factor below titled “Negative Publicity, Whether Accurate or Inaccurate, Concerning Our Products or Our Company Could Reduce Market Acceptance of Our Products and Could Result in Decreased Product Demand and a Decline in Revenues” for additional risks related to the potential effects of negative publicity on our business.

The outcome of product liability litigation is inherently uncertain and difficult to quantify, and the magnitude of potential damages, if any, may not be known for a substantial period of time. In addition, we self-insure our product liability risks. Current or future product liability claims, regardless of their merit or eventual outcome, could result in significant legal costs (including settlements, judgments, legal fees, and other related defense costs). It is possible that product liability claims and legal costs could have a material adverse effect on our business, financial condition, results of operations, or cash flows.

NEGATIVE PUBLICITY, WHETHER ACCURATE OR INACCURATE, CONCERNING OUR PRODUCTS OR OUR COMPANY COULD REDUCE MARKET ACCEPTANCE OF OUR PRODUCTS AND COULD RESULT IN DECREASED PRODUCT DEMAND AND A DECLINE IN REVENUES.

There have been articles published and papers written questioning patient safety and efficacy associated with *da Vinci* Surgery, the cost of *da Vinci* Surgery relative to other disease management methods, and the adequacy of surgeon training. Negative publicity, whether accurate or inaccurate, concerning our products or our Company could reduce market acceptance of our products and could result in decreased product demand and a decline in revenues. In addition, significant negative publicity could result in an increased number of product liability claims, regardless of whether these claims are meritorious. The number of claims could be further increased by plaintiffs’ law firms that use a wide variety of media to advertise their services and solicit clients for product liability cases against us.

UNFAVORABLE RESULTS OF LEGAL PROCEEDINGS COULD MATERIALLY ADVERSELY AFFECT OUR FINANCIAL CONDITION.

We are and may become subject to various legal proceedings and claims that arise in or outside the ordinary course of business. Certain current lawsuits and pending proceedings, including purported class action and derivative lawsuits and product liability litigation, are described in Note 7 to the Consolidated Financial Statements included in Part II, Item 8.

The results of these lawsuits and other legal proceedings cannot be predicted with certainty. Accordingly, we cannot determine whether our insurance coverage would be sufficient to cover the costs or potential losses related to these lawsuits and proceedings. In addition, we self-insure our products liability risks. Regardless of merit, litigation may be both time-consuming and disruptive to our operations and cause significant expense and diversion of management attention. If we do not prevail in the purported class action and derivative lawsuit, product liability litigation, or other legal proceedings, we may be faced with significant monetary damages or injunctive relief against us that could have a material adverse effect on our business, financial condition, results of operations, or cash flows.

WE ARE SUBJECT TO SIGNIFICANT, UNINSURED LIABILITIES.

For certain risks, we do not maintain insurance coverage because of cost and/or availability. For example, we self-insure our product liability risks and we indemnify our directors and officers for third-party claims and do not insure for the underlying losses. We also do not carry, among other types of coverage, earthquake insurance. In addition, in the future, we may not continue to maintain certain existing insurance coverage or adequate levels of coverage. Premiums for many types of insurance have increased significantly in recent years, and depending on market conditions and our circumstances, in the future, certain types of insurance such as directors' and officers' insurance may not be available on acceptable terms, or at all. Because we retain some portion of our insurable risks, and in some cases we are self-insured completely, unforeseen or catastrophic losses in excess of insurance coverage could require us to pay substantial amounts, which may have a material adverse impact on our financial condition, results of operations, or cash flows.

WE MAY ENCOUNTER MANUFACTURING PROBLEMS OR DELAYS THAT COULD RESULT IN LOST REVENUE.

Manufacturing our products is a complex process. We (or our critical suppliers) may encounter difficulties in scaling up or maintaining production of our products, including:

- problems involving production yields;
- quality control and assurance;
- component supply shortages;
- import or export restrictions on components, materials or technology;
- shortages of qualified personnel; and
- compliance with state, federal and foreign regulations.

If demand for our products exceeds our manufacturing capacity, we could develop a substantial backlog of customer orders. If we are unable to maintain larger-scale manufacturing capabilities, our ability to generate revenues will be limited and our reputation in the marketplace could be damaged, which may have a material adverse impact on our business, financial condition, results of operations, or cash flows.

OUR RELIANCE ON SOLE AND SINGLE SOURCE SUPPLIERS COULD HARM OUR ABILITY TO MEET DEMAND FOR OUR PRODUCTS IN A TIMELY MANNER OR WITHIN BUDGET.

Some of the components necessary for the assembly of our products are currently provided to us by sole-sourced suppliers or single-sourced suppliers. We generally purchase components through purchase orders rather than long-term supply agreements and generally do not maintain large volumes of inventory. While alternative suppliers exist and could be identified for sole-sourced components, the disruption or termination of the supply of components could cause a significant increase in the costs of these components, which could affect our operating results. A disruption or termination in the supply of components could also result in our inability to meet demand for our products, which could harm our ability to generate revenues, lead to customer dissatisfaction and damage our reputation. Furthermore, if we are required to change the manufacturer of a key component of our products, we may be required to verify that the new manufacturer maintains facilities and procedures that comply with quality standards and with all applicable regulations and guidelines. The delays associated with the verification of a new manufacturer could delay our ability to manufacture our products in a timely manner or within budget, which may have a material adverse impact on our business, financial condition, results of operations, or cash flows.

IF INSTITUTIONS OR SURGEONS ARE UNABLE TO OBTAIN COVERAGE AND REIMBURSEMENT FROM THIRD-PARTY PAYORS FOR PROCEDURES USING OUR PRODUCTS, OR IF REIMBURSEMENT IS INSUFFICIENT TO COVER THE COSTS OF PURCHASING OUR PRODUCTS, WE MAY BE UNABLE TO GENERATE SUFFICIENT SALES TO SUPPORT OUR BUSINESS.

In the United States, hospitals generally bill for the services performed with our products to various third-party payors, such as Medicare, Medicaid, and other government programs and private insurance plans. If hospitals do not obtain sufficient reimbursement from third-party payors for procedures performed with our products, or if government and private payors' policies do not cover surgical procedures performed using our products, we may not be able to generate the revenues necessary to support our business. Our success in OUS markets also depends upon the eligibility of our products for coverage and reimbursement through government-sponsored health care payment systems and third-party payors. Reimbursement practices vary significantly by country. Many OUS markets have government-managed healthcare systems that control reimbursement for new products and procedures. Other foreign markets have both private insurance systems and government-managed systems that control reimbursement for new products and procedures. Market acceptance of our products may depend on the availability and level of coverage and reimbursement in any country within a particular time. In addition, health care cost containment efforts similar to those in the United States are prevalent in many of the other countries in which we intend to sell our products and these efforts are expected to continue. Please see our risk factor below titled "Healthcare Reform Legislation in the U.S. May Have a Material Adverse Effect on Our Financial Condition and Results of Operations" for additional risks related to the ability of institutions or surgeons to obtain reimbursements.

IF WE LOSE OUR KEY PERSONNEL OR ARE UNABLE TO ATTRACT AND RETAIN ADDITIONAL PERSONNEL, OUR ABILITY TO COMPETE WILL BE HARMED.

We are highly dependent on the principal members of our management and scientific staff. Our product development plans depend, in part, on our ability to attract and retain engineers with experience in mechanics, electronics, software and optics. Attracting and retaining qualified personnel will be critical to our success, and competition for qualified personnel is intense. We may not be able to attract and retain personnel on acceptable terms given the competition for such personnel among technology and healthcare companies and universities. The loss of any of these persons or our inability to attract and retain qualified personnel could harm our business and our ability to compete.

NATURAL OR OTHER DISASTERS COULD DISRUPT OUR BUSINESS AND RESULT IN LOSS OF REVENUE OR IN HIGHER EXPENSES.

Natural disasters, terrorist activities, and other business disruptions, including but not limited to internet security threats, could seriously harm our revenue and financial condition and increase our costs and expenses. For example, the March 2011 earthquake and tsunami in Japan and their aftermath created economic uncertainty and disrupted economic activities in Japan, including a reduction in hospital spending. Furthermore, our corporate headquarters and many of our operations, including certain of our manufacturing facilities, are located in California, a seismically active region. We do not have multiple-site capacity for all of our operations in the event of a business disruption. A natural disaster in any of our major markets, or an unanticipated business disruption caused, for example, by internet security threats, damage to global communication networks, or similar events could have a material adverse impact on our business, financial condition, results of operations, or cash flows.

EPIDEMIC DISEASES OR THE PERCEPTION OF THEIR EFFECT COULD HAVE A MATERIAL ADVERSE EFFECT ON OUR BUSINESS, FINANCIAL CONDITION, RESULTS OF OPERATIONS, OR CASH FLOWS.

Outbreaks of pandemic or contagious diseases, such as the Ebola virus, Middle East Respiratory Syndrome, Severe Acute Respiratory Syndrome, or the H1N1 virus, could divert medical resources and priorities towards the treatment of that disease. An outbreak of a contagious disease could also negatively affect hospital admission rates. This could negatively impact the number of *da Vinci* procedures performed and have a material adverse effect on our business, financial condition, results of operations, or cash flows.

WE MAY ENTER INTO COLLABORATION ARRANGEMENTS, LICENSING ARRANGEMENTS, JOINT VENTURES, STRATEGIC ALLIANCES, OR PARTNERSHIPS WITH THIRD PARTIES THAT MAY HAVE A MATERIAL ADVERSE EFFECT ON OUR BUSINESS, FINANCIAL CONDITION, RESULTS OF OPERATIONS, OR CASH FLOWS.

From time to time, we enter into collaborations, in-licensing arrangements, joint ventures, strategic alliances or partnerships to complement or augment our research and development, product development, training, procedure development, and marketing efforts. Proposing, negotiating and implementing collaborations, in-licensing agreements, joint ventures, strategic alliances, or partnerships may be a lengthy and complex process. In addition, other companies, including those with substantially greater financial, marketing, sales, technology, or other business resources, may compete with us for these opportunities or arrangements. As a result, we may not identify, secure, or complete any such arrangements in a timely manner, on a cost-effective basis or on otherwise favorable terms, if it all. Even if we do complete such arrangements, there can be no assurance that we will achieve expected results to justify the transaction.

Entering into a collaboration agreement or similar transaction may involve significant expense and divert the focus or attention of our management and other key personnel. Any of these agreements may require us to incur non-recurring and other charges, increase our near and long-term expenditures, or disrupt our ordinary business activities. Such arrangements may also expose us

to numerous known and unknown risks, including unique risks with respect to the economic, political and regulatory environment of any foreign entities with whom we partner. In addition, we may not be in a position to exercise sole decision making authority regarding any collaboration or other arrangement, which could create the potential risk of creating impasses on decisions, and our collaborators may have economic or business interests that are, or that may become, inconsistent with our interests. It is possible that conflicts may arise with our collaborators, such as conflicts concerning the achievement of performance milestones, or the interpretation of significant terms under any agreement, such as those related to financial obligations, termination rights or the ownership or control of intellectual property developed during the collaboration. Any of the foregoing may have a material adverse effect on our business, financial condition, results of operations, or cash flows.

IF WE FAIL TO SUCCESSFULLY ACQUIRE OR INTEGRATE NEW BUSINESSES, PRODUCTS AND TECHNOLOGY, WE MAY NOT REALIZE EXPECTED BENEFITS OR OUR BUSINESS MAY BE HARMED.

We need to grow our businesses in response to changing technologies, customer demands, and competitive pressures. In some circumstances, we may decide to grow our business through the acquisition of complementary businesses, products, or technologies rather than through internal development. For example, we acquired certain intellectual property, know-how, and employees from Luna Innovations, Inc. in January 2014 and reacquired the Japan distribution rights from our former Japanese distributor in June 2014. If we are unable to effectively transition the sales, marketing, regulatory and other operational functions in Japan, our Japanese business could be disrupted.

Identifying suitable acquisition candidates can be difficult, time-consuming and costly, and we may not be able to identify suitable candidates or successfully complete identified acquisitions. In addition, completing an acquisition can divert our management and key personnel from our business operations, which could harm our business and affect our financial results. Even if we complete an acquisition, we may not be able to successfully integrate newly acquired organizations, products, technologies, or employees into our operations, or may not fully realize some of the expected synergies. An acquired company may have deficiencies in product quality or regulatory marketing authorizations which are not detected during due diligence activities or which are unasserted at the time of acquisition. It may be difficult, expensive and time consuming for us to re-establish market access, regulatory compliance, or cure such deficiencies in product quality in such cases which may have a material adverse impact on our financial condition and results of operations, or cash flows.

Integrating an acquisition can also be expensive and time-consuming, and may strain our resources. In many instances, integrating a new business will also involve implementing or improving internal controls appropriate for a public company at a business that lacks them. In addition, we may be unable to retain the employees of acquired companies, or the acquired company's customers, suppliers, distributors, or other partners for a variety of reasons, including that these entities may be our competitors or may have close relationships with our competitors, which may have a material adverse impact on our business, financial condition, results of operations, or cash flows.

CHANGES TO FINANCIAL ACCOUNTING STANDARDS MAY AFFECT OUR REPORTED RESULTS OF OPERATIONS.

A change in accounting standards or practices can have a significant effect on our reported results and may even affect our reporting of transactions completed before the change is effective. New accounting pronouncements and varying interpretations of accounting pronouncements have occurred and may occur in the future. Changes to existing standards or the reevaluation of current practices may adversely affect our reported financial results or the way we conduct our business.

WE USE ESTIMATES, MAKE JUDGMENTS AND APPLY CERTAIN METHODS IN MEASURING THE PROGRESS OF OUR BUSINESS IN DETERMINING OUR FINANCIAL RESULTS AND IN APPLYING OUR ACCOUNTING POLICIES. AS THESE ESTIMATES, JUDGMENTS, AND METHODS CHANGE, OUR ASSESSMENT OF THE PROGRESS OF OUR BUSINESS AND OUR RESULTS OF OPERATIONS COULD VARY.

The methods, estimates, and judgments we use in applying our accounting policies have a significant impact on our results of operations. Such methods, estimates, and judgments are, by their nature, subject to substantial risks, uncertainties and assumptions, and factors may arise over time may lead us to change our methods, estimates, and judgments. Changes in any of our assumptions may adversely affect our reported financial results.

We utilize methods for determining surgical market sizes as well as the number and type (cancerous or benign) of certain *da Vinci* procedures performed that involve estimates and judgments, which are, by their nature, subject to substantial risks, uncertainties, and assumptions. Our estimates of surgical market sizes or the number and type of *da Vinci* procedures performed do not have an impact on our results of operations, but are used to estimate the progress of our business. Estimates and judgments for determining surgical market sizes and the number and type of *da Vinci* procedures and the accuracy of these estimates may be impacted over time with changes in treatment modalities, hospital reporting behavior, distributor reporting behavior, increases in procedures per field employee, and other factors. In addition, from time to time, we may change the method for determining market sizes and the number and type of *da Vinci* procedures, causing variation in our reporting.

CHANGES IN OUR EFFECTIVE TAX RATE MAY IMPACT OUR RESULTS OF OPERATIONS.

We are subject to taxes in the U.S. and other jurisdictions. Tax rates in these jurisdictions may be subject to significant change due to economic and/or political conditions. A number of other factors may also impact our future effective tax rate including:

- the jurisdictions in which profits are determined to be earned and taxed;
- the resolution of issues arising from tax audits with various tax authorities;
- changes in valuation of our deferred tax assets and liabilities;
- increases in expenses not deductible for tax purposes, including write-offs of acquired intangibles and impairment of goodwill in connection with acquisitions;
- changes in availability of tax credits, tax holidays, and tax deductions;
- changes in share-based compensation;
- changes in tax laws or the interpretation of such tax laws and changes in generally accepted accounting principles; and
- the repatriation of non-U.S. earnings for which we have not previously provided for U.S. taxes.

Any significant increase in our future effective tax rate could have a material adverse impact on our business, financial condition, results of operations, or cash flows.

DISRUPTION OF CRITICAL INFORMATION SYSTEMS OR MATERIAL BREACHES IN THE SECURITY OF OUR SYSTEMS COULD HARM OUR BUSINESS, CUSTOMER RELATIONS AND FINANCIAL CONDITION.

Information technology helps us operate efficiently, interface with customers, maintain financial accuracy and efficiency and accurately produce our financial statements. If we do not allocate and effectively manage the resources necessary to build and sustain the proper technology infrastructure, we could be subject to transaction errors, processing inefficiencies, the loss of customers, business disruptions or the loss of or damage to intellectual property through security breach. If our data management systems do not effectively collect, store, process and report relevant data for the operation of our business, whether due to equipment malfunction or constraints, software deficiencies or human error, our ability to effectively plan, forecast and execute our business plan and comply with applicable laws and regulations will be impaired, perhaps materially. Any such impairment could materially and adversely affect our financial condition, results of operations, cash flows and the timeliness with which we report our internal and external operating results.

Our business requires us to use and store customer, employee and business partner personally identifiable information (“PII”). This may include names, addresses, phone numbers, email addresses, contact preferences, tax identification numbers and payment account information. We require user names and passwords in order to access our information technology systems. We also use encryption and authentication technologies to secure the transmission and storage of data. These security measures may be compromised as a result of third-party security breaches, employee error, malfeasance, faulty password management or other irregularity, and result in persons obtaining unauthorized access to our data or accounts. Third parties may attempt to fraudulently induce employees or customers into disclosing user names, passwords or other sensitive information, which may in turn be used to access our information technology systems.

While we devote significant resources to network security, data encryption and other security measures to protect our systems and data, these security measures cannot provide absolute security. We may experience a breach of our systems and may be unable to protect sensitive data. The costs to us to eliminate or alleviate network security problems, bugs, viruses, worms, malicious software programs and security vulnerabilities could be significant, and our efforts to address these problems may not be successful and could result in unexpected interruptions, delays, cessation of service and may harm our business operations. Moreover, if a computer security breach affects our systems or results in the unauthorized release of PII, our reputation and brand could be materially damaged and use of our products and services could decrease. We would also be exposed to a risk of loss or litigation and potential liability, which could have a material adverse impact on our business, financial condition, results of operations, or cash flows.

RISKS RELATING TO OUR REGULATORY ENVIRONMENT

HEALTHCARE REFORM LEGISLATION IN THE U.S. MAY HAVE A MATERIAL ADVERSE EFFECT ON OUR FINANCIAL CONDITION AND RESULTS OF OPERATIONS.

In March 2010, the U.S. President signed the Patient Protection and Affordable Care Act, as amended by the Health Care and Education Reconciliation Act (collectively, the “PPACA”), which makes changes that are expected to significantly impact the pharmaceutical and medical device industries. One of the principal aims of the PPACA as currently enacted is to expand health insurance coverage to an estimated 24 million Americans who are currently uninsured. The consequences of the coverage expansions on the sales of our products are unknown and speculative at this point.

The PPACA contains a number of provisions designed to generate the revenues necessary to fund health insurance coverage expansions among other things. This includes fees or taxes on certain health-related industries, including medical device manufacturers. For sales on or after January 1, 2013, medical device manufacturers were required to pay an excise tax (or sales tax) of 2.3% of certain U.S. medical device revenues. Though there were some exceptions to the excise tax, this excise tax did apply to all or most of our products sold within the United States. In December 2015, President Obama signed into law the Appropriations Act. The Appropriations Act includes a two-year moratorium on the medical device excise tax such that medical device revenues in 2016 and 2017 will be exempt from the excise tax. Unless there is further legislative action during that two-year period, the tax will be automatically reinstated for sales of medical devices on or after January 1, 2018. The PPACA also establishes a new Patient-Centered Outcomes Research Institute to oversee and identify priorities in comparative clinical effectiveness research in an effort to coordinate and develop such research; implements payment system reforms including a national pilot program on payment bundling to encourage hospitals, physicians, and other providers to improve the coordination, quality, and efficiency of certain healthcare services through bundled payment models; and creates an independent payment advisory board that will submit recommendations to reduce Medicare spending if projected Medicare spending exceeds a specified growth rate.

The PPACA provisions on comparative clinical effectiveness research also extend the initiatives of the American Recovery and Reinvestment Act of 2009, known as the stimulus package, which included \$1.1 billion in funding to study the comparative effectiveness of health care treatments and strategies. This stimulus funding was designated for, among other things, conducting, supporting or reviewing research that compares and evaluates the risks and benefits, clinical outcomes, effectiveness and appropriateness of products. The PPACA appropriates additional funding to comparative clinical effectiveness research. Although Congress has indicated that this funding is intended to improve the quality of health care, it remains unclear how the research will impact current Medicare coverage and reimbursement or how new information will influence other third-party payor policies. The taxes imposed by the PPACA and the expansion in the government's role in the U.S. healthcare industry may result in decreased profits to us, lower reimbursement by payors for our products, and/or reduced medical procedure volumes, all of which may have a material adverse impact on our business, financial condition, results of operations, or cash flows.

In addition, other legislative changes have been proposed and adopted since the PPACA was enacted. On August 2, 2011, the U.S. President signed into law the Budget Control Act of 2011, which, among other things, creates the Joint Select Committee on Deficit Reduction to recommend proposals in spending reductions to Congress. The Joint Select Committee did not achieve a targeted deficit reduction of at least \$1.2 trillion for the years 2013 through 2021, triggering the legislation's automatic reduction to several government programs. This included aggregate reductions to Medicare payments to providers of up to 2% per fiscal year, which went into effect on April 1, 2013, and will remain in effect through 2025 unless additional Congressional action is taken. On January 2, 2013, the American Taxpayer Relief Act of 2012 was signed into law, which, among other things, further reduced Medicare payments to several providers, including hospitals, imaging centers and cancer treatment centers, and increased the statute of limitations period for the government to recover overpayments to providers from three to five years. MACRA repealed the formula by which Medicare made annual payment adjustments to physicians and replaced the former formula with fixed annual updates and a new system of incentive payments scheduled to begin in 2019 that are based on various performance measures and physicians' participation in alternative payment models such as accountable care organizations. It is unclear what impact MACRA may have on our business, financial condition, results of operations, or cash flows.

We expect that additional state and federal health care reform measures may be adopted in the future, any of which could have a material adverse effect on our industry generally and our ability to successfully commercialize our products or could limit or eliminate our spending on certain development projects.

The U.S. government has in the past considered, is currently considering, and may in the future consider healthcare policies and proposals intended to curb rising healthcare costs, including those that could significantly affect both private and public reimbursement for healthcare services. State and local governments, as well as a number of foreign governments, are also considering or have adopted similar types of policies. Future significant changes in the healthcare systems in the United States or elsewhere, and current uncertainty about whether and how changes may be implemented, could have a negative impact on the demand for our products. We are unable to predict whether other healthcare policies, including policies stemming from legislation or regulations affecting our business may be proposed or enacted in the future; what effect such policies would have on our business; or the effect ongoing uncertainty about these matters will have on the purchasing decisions of our customers.

WE ARE SUBJECT TO FEDERAL, STATE AND FOREIGN LAWS GOVERNING OUR BUSINESS PRACTICES WHICH, IF VIOLATED, COULD RESULT IN SUBSTANTIAL PENALTIES. ADDITIONALLY, CHALLENGES TO OR INVESTIGATION INTO OUR PRACTICES COULD CAUSE ADVERSE PUBLICITY AND BE COSTLY TO RESPOND TO AND THUS COULD HARM OUR BUSINESS.

The Dodd-Frank Wall Street Reform and Consumer Protection Act requires us to track and disclose the source of any tantalum, tin, gold, and tungsten used in manufacturing which may originate in the Democratic Republic of the Congo or adjoining regions (so called "conflict minerals"). These metals are central to the technology industry and are present in some of our products as component parts. In most cases no acceptable alternative material exists which has the necessary properties. Because it is not

possible to determine the source of the metals by analysis, we must obtain a good faith description of the source of the intermediate components and raw materials from parties in our supply chain. The components that incorporate those metals may originate from many sources and we purchase fabricated products from manufacturers who may have a long and difficult-to-trace supply chain. As the spot price of these materials varies, producers of the metal intermediates can be expected to change the mix of sources used. Accordingly, components and assemblies we buy may have a mix of sources as their origin. We are required to carry out a diligent effort to determine and disclose the source of these materials. There can be no assurance we can obtain this information accurately or reliably, or at all, from intermediate producers who may be unwilling or unable to provide this information or further identify their sources of supply or to notify us if these sources change. In addition, these metals are subject to price fluctuations and shortages which can affect our ability to obtain the manufactured materials we rely on at favorable terms or from consistent sources. These changes could have an adverse impact on our ability to manufacture and market our devices and products.

The Medicare and Medicaid anti-kickback laws, and several similar state laws that may apply to items or services reimbursed by any third-party payor, including commercial insurers, prohibit payments or other remuneration that could be considered to induce hospitals, physicians or other potential purchasers of our products either to refer patients or to purchase, lease or order, or arrange for or recommend the purchase, lease or order, of healthcare products or services for which payment may be made under federal and state healthcare programs, such as Medicare and Medicaid and any other third-party payor programs. Further, the PPACA, among other things, amends the intent requirement of the federal anti-kickback and criminal health care fraud statutes. A person or entity no longer needs to have actual knowledge of this statute or specific intent to violate it. In addition, the PPACA provides that the government may assert that a claim including items or services resulting from a violation of the federal anti-kickback statute constitutes a false or fraudulent claim for purposes of the false claims statutes. Although we would not submit claims directly to government payors, manufacturers can be held liable under the federal false claim act if they are deemed to “cause” the submission of false or fraudulent claims by, for example, providing inaccurate billing or coding information to customers or promoting a product off-label.

These laws may affect our sales, marketing, and other promotional activities by limiting the kinds of financial arrangements we may have with hospitals, physicians or other potential purchasers of our products. They particularly impact how we structure our sales offerings, including discount practices, customer support, education and training programs, physician consulting and other service arrangements. These laws are broadly written, and it is often difficult to determine precisely how these laws will be applied to specific circumstances. Violating anti-kickback laws can result in civil and criminal penalties, which can be substantial and include exclusion from government healthcare programs for noncompliance. Even an unsuccessful challenge or investigation into our practices could cause adverse publicity, and be costly to defend, and thus could harm our business and results of operations.

The PPACA also imposes new reporting and disclosure requirements on device manufacturers for any “transfer of value” made or distributed to prescribers and other healthcare providers. Such information must be made publicly available in a searchable format. In addition, device manufacturers are required to report and disclose any ownership or investment interests held by physicians and their immediate family members, as well as any transfers of value made to such physician owners and investors, during the preceding calendar year. Failure to submit required information may result in civil monetary penalties of up to an aggregate of \$150,000 per year (and up to an aggregate of \$1 million per year for “knowing failures”), for all payments, transfers of value or ownership or investment interests not reported in an annual submission. Device manufacturers are required to submit reports to CMS by the 90th day of each calendar year.

In addition, there has been a recent trend of increased federal and state regulation of payments made to physicians, including the tracking and reporting of gifts, compensation and other remuneration to physicians. Certain states mandate implementation of commercial compliance programs to ensure compliance with these laws, impose restrictions on device manufacturer marketing practices and/or require the tracking and reporting of gifts, compensation and other remuneration to physicians. The shifting commercial compliance environment and the need to build and maintain robust and expandable systems to comply with multiple jurisdictions with different compliance and/or reporting requirements increases the possibility that a healthcare company may be found out of compliance of one or more of the requirements, subjecting us to significant civil monetary penalties.

Compliance with complex foreign and U.S. laws and regulations that apply to our OUS operations increases our cost of doing business in foreign jurisdictions and could expose us or our employees to fines and penalties in the United States and/or abroad. These numerous and sometimes conflicting laws and regulations include U.S. laws such as the Foreign Corrupt Practices Act, and similar laws in foreign countries, such as the U.K. Bribery Act of 2010, which became effective on July 1, 2011. Violations of these laws and regulations could result in fines, criminal sanctions against us, our officers or our employees, prohibitions on the conduct of our business and damage to our reputation. Although we have implemented policies and procedures designed to ensure compliance with these laws, there can be no assurance that our employees, contractors or agents will not violate our policies.

OUR PRODUCTS ARE SUBJECT TO A LENGTHY AND UNCERTAIN DOMESTIC REGULATORY REVIEW PROCESS. IF WE DO NOT OBTAIN AND MAINTAIN THE NECESSARY DOMESTIC REGULATORY AUTHORIZATIONS, WE WILL NOT BE ABLE TO PROVIDE OUR PRODUCTS IN THE UNITED STATES.

Our products and operations are subject to extensive regulation in the United States by the FDA. The FDA regulates the development, bench and clinical testing, manufacturing, labeling, storage, record keeping, promotion, sales, distribution and post-market support and medical device reporting in the United States to ensure that medical products distributed domestically are safe and effective for their intended uses. In order for us to market certain products for use in the United States, we generally must first obtain clearance from the FDA pursuant to Section 510(k) of the Federal Food Drug and Cosmetic Act (“FFDCA”). Clearance under Section 510(k) requires demonstration that a new device is substantially equivalent to another device with 510(k) clearance or grandfathered (“pre-amendment”) status. If we significantly modify our products after they receive FDA clearance, the FDA may require us to submit a separate 510(k) or premarket approval application (“PMA”) for the modified product before we are permitted to market the products in the United States. In addition, if we develop products in the future that are not considered to be substantially equivalent to a device with 510(k) clearance or grandfathered status, we will be required to obtain FDA approval by submitting a PMA. A PMA is typically a much more complex, lengthy and burdensome application than a 510(k). To support a PMA, the FDA would likely require that we conduct one or more clinical studies to demonstrate that the device is safe and effective. In some cases such studies may be requested for a 510(k) as well. The FDA may not act favorably or quickly in its review of our 510(k) or PMA submissions, or we may encounter significant difficulties and costs in our efforts to obtain FDA clearance or approval, all of which could delay or preclude the sale of new products in the United States. Moreover, we may not be able to meet the requirements to obtain 510(k) clearance or PMA approval, in which case the FDA may not grant any necessary clearances or approvals. In addition, the FDA may place significant limitations upon the intended use of our products as a condition to a 510(k) clearance or PMA approval. Product applications can also be denied or withdrawn due to failure to comply with regulatory requirements or the occurrence of unforeseen problems following clearance or approval. Any delays or failure to obtain FDA clearance or approvals of new products we develop, any limitations imposed by the FDA on new product use, or the costs of obtaining FDA clearance or approvals could have a material adverse effect on our business, financial condition and results of operations.

In addition, the FDA or other regulatory agencies may change their policies, adopt additional regulations or revise existing regulations, or take other actions which may prevent or delay approval or clearance of our products under development or impact our ability to modify our currently approved or cleared products on a timely basis. We may be found noncompliant as a result of future changes in, or interpretations of, regulations by the FDA or other regulatory agencies.

In order to conduct a clinical investigation involving human subjects for the purpose of demonstrating the safety and effectiveness of a medical device, a company must, among other things, apply for and obtain Institutional Review Board (“IRB”) approval of the proposed investigation. In addition, if the clinical study involves a “significant risk” (as defined by the FDA) to human health, the sponsor of the investigation must also submit and obtain FDA approval of an Investigational Device Exemption (“IDE”) application. Many of our products to date have been or would be considered significant risk devices requiring IDE approval prior to investigational use. We may not be able to obtain FDA and/or IRB approval to undertake clinical trials in the United States for any new devices we intend to market in the United States in the future. If we obtain such approvals, we may not be able to conduct studies which comply with the IDE and other regulations governing clinical investigations or the data from any such trials may not support clearance or approval of the investigational device. Failure to obtain such approvals or to comply with such regulations could have a material adverse effect on our business, financial condition and results of operations. Certainty that clinical trials will meet desired endpoints, produce meaningful or useful data and be free of unexpected adverse effects, or that the FDA will accept the validity of foreign clinical study data cannot be assured, and such uncertainty could preclude or delay market clearance or authorizations resulting in significant financial costs and reduced revenue.

In addition, some products may be regulated by the FDA as drugs, biologics or combination devices which carry still greater requirements for clinical trials, regulatory submissions and approvals.

COMPLYING WITH FDA REGULATIONS IS A COMPLEX PROCESS, AND OUR FAILURE TO COMPLY FULLY COULD SUBJECT US TO SIGNIFICANT ENFORCEMENT ACTIONS.

Because our products, including the *da Vinci* Surgical System, are commercially distributed, numerous quality and post-market regulatory requirements apply, including the following:

- continued compliance to the QSR, which requires manufacturers to follow design, testing, control, documentation and other quality assurance procedures during the development and manufacturing process;
- labeling regulations;
- the FDA’s general prohibition against false or misleading statements in the labeling or promotion of products for unapproved or “off-label” uses;

- stringent complaint reporting and Medical Device Reporting regulations, which requires that manufacturers keep detailed records of investigations or complaints against their devices and to report to the FDA if their device may have caused or contributed to a death or serious injury or malfunctioned in a way that would likely cause or contribute to a death or serious injury if it were to recur;
- adequate use of the Corrective and Preventive Actions process to identify and correct or prevent significant systemic failures of products or processes or in trends which suggest same; and
- the reporting of Corrections and Removals, which requires that manufacturers report to the FDA recalls and field corrective actions taken to reduce a risk to health or to remedy a violation of the FFDCA that may pose a risk to health.

We are subject to inspection and marketing surveillance by the FDA to determine our compliance with regulatory requirements. If the FDA finds that we have failed to comply, it can institute a wide variety of enforcement actions, ranging from inspectional observations (Form FDA 483) to a public Warning Letter to more severe civil and criminal sanctions including the seizure of our products and equipment or ban on the import or export of our products. The FDA has in the past issued and could in the future issue Warning Letters or other communications to us. If we fail to satisfy or remediate the matters discussed in any such Warning Letters or communications, the FDA could take further enforcement action, including prohibiting the sale or marketing of the affected product. Our failure to comply with applicable requirements could lead to an enforcement action that may have an adverse effect on our financial condition and results of operations. The receipt of a Warning Letter places certain limits on the ability to obtain FDA issued Certificates to Foreign Government (“CFGs”) used for new and re-registration of products in certain foreign countries.

The FDA also strictly regulates labeling, advertising, promotion, and other activities relating to the marketing of our products. Medical devices may be promoted only for their cleared or approved indications and in accordance with the provisions of the cleared or approved label. It is possible that federal or state enforcement authorities might take action if they consider our promotional or training materials to constitute promotion of an unapproved use, which could result in significant fines or penalties under a variety of statutory authorities, including under the FFDCA as well as laws prohibiting false claims for reimbursement.

In addition, any modification or change of medical devices cleared for market requires the manufacturer to make a determination whether the change is significant enough to require new 510(k) clearance. We have created labeling, advertising and user training for the *da Vinci* Surgical System to describe specific surgical procedures that we believe are fully within the scope of our existing 510(k) indications for use stated in our 510(k) clearances. Although we have relied on expert in-house and external staff, consultants and advisors, many of whom were formerly employed by FDA and familiar with FDA requirements, we cannot assure that the FDA would agree that all such specific procedures are within the scope of the existing general clearance or that we have compiled adequate information to support the safety and efficacy of using the *da Vinci* Surgical System for all such specific procedures. From time to time we modify our products, including the hardware and software in the *da Vinci* Surgical System, after we obtain 510(k) clearance from the FDA for the devices in ways that we do not believe require new 510(k) clearance. We cannot assure that the FDA would agree in all cases with our determinations not to seek new 510(k) clearance for any of these changes. If the FDA disagrees with our assessments that a new 510(k) clearance was not required prior to commercializing the devices with these changes or modifications, then the FDA could impose enforcement sanctions and/or require us to obtain 510(k) clearance for any modification to our products. We may be prohibited from marketing the modified device until such 510(k) clearance is granted.

We have a wholly owned manufacturing facility located in Mexicali, Mexico which manufactures reusable and disposable surgical instruments. This facility is registered with the FDA as well as Mexican authorities. The facility is operated under U.S. and international quality system regulations including those applicable to Canada, the European Union, and Japan among others. Our wholly owned manufacturing facility in Mexicali, Mexico has an FDA Establishment Registration but has not been inspected by the FDA to date. If the FDA were to determine non-conformances in our product documentation or quality system compliance, they could hold indefinitely the importation of instruments at the border which would deprive us of the ability to sell and supply the majority of our customers until the FDA requirements have been satisfied. Similar supply disruptions could occur if key suppliers outside of U.S. were to encounter non-conformances with their documentation or quality system compliance.

OUR PRODUCTS ARE SUBJECT TO VARIOUS INTERNATIONAL REGULATORY PROCESSES AND APPROVAL REQUIREMENTS. IF WE DO NOT OBTAIN AND MAINTAIN THE NECESSARY INTERNATIONAL REGULATORY APPROVALS, WE WILL NOT BE ABLE TO PROVIDE OUR PRODUCTS IN FOREIGN COUNTRIES.

To be able to provide our products in other countries, we must obtain regulatory approvals and comply with the regulations of those countries which may differ substantially from those of the United States. These regulations, including the requirements for approvals and the time required for regulatory review, vary from country to country. Obtaining and maintaining foreign regulatory approvals is complex, and we cannot be certain that we will receive regulatory approvals in any foreign country in which we plan to market our products, or to obtain such approvals on a favorable schedule. If we fail to obtain or maintain regulatory approval in any foreign country in which we plan to market our products, our ability to generate revenue will be harmed. In particular, if the FDA refuses to provide CFGs our ability to register products or renew such registrations may be delayed or denied.

The EU requires that manufacturers of medical products obtain the right to affix the CE mark to their products before selling them in member countries of the EU. The CE mark is an international symbol of adherence to quality assurance standards and compliance with applicable European medical device directives. In order to obtain the authorization to affix the CE mark to products, a manufacturer must obtain certification that its processes meet certain European quality standards. In January 1999, we received permission to affix the CE mark to our *da Vinci* Surgical System and *EndoWrist* instruments and have maintained this authorization continuously since that time. From time to time we seek the authorization to affix the CE mark to new or modified products. Subsequent products and accessories have received marketing authorization by our Notified Body, DGM. In September 2013, we received notice that DGM has changed their name to PreSafe following acquisition by a larger Notified Body. The change did not have any impact on our operations other than replacement of various quality system certificates with the new name.

As we modify existing products or develop new products in the future, including new instruments, we currently plan to apply for authorization to affix the CE mark to such products. In addition, we will be subject to annual regulatory audits in order to maintain the CE mark authorizations we have already obtained including inspection of our compliance to required standards and directives. We cannot be certain we will be able to affix the CE mark for new or modified products or that we will continue to meet the quality and performance standards required to maintain the authorizations we have already received. If we are unable to maintain permission to affix the CE mark to our products, we will no longer be able to sell our products in member countries of the EU and many affiliated countries that accept the CE mark, which would have a material adverse effect on our results of operations. Some member states of the European Union have additional requirements for registration and notification which may add to the time and effort to obtain market access. In addition, the regulations applied to end users of our products may increase over time, forcing us to provide additional solutions to regulations which do not apply directly to us, but which apply indirectly as they may limit our customers' ability to use our products.

To date, we received Shonin approval from the Japanese Ministry of Health, Labor and Welfare ("MHLW") for our *da Vinci S*, *Si*, and *Xi* Surgical Systems and various associated instruments and accessories for use in certain *da Vinci* procedures. We may seek additional approvals for other products and/or procedures, however, there can be no assurance that such approvals will be granted. In addition, because not all of our instruments have received Shonin approval, and reimbursement is an additional process to generate market acceptance, it is possible that approved procedures will be adopted slowly or not at all. Sales of our products depend, in part, on the extent to which the costs of our products are reimbursed by governmental health administration authorities. To date, we have received reimbursement approval for prostatectomy in Japan. There are multiple pathways to obtain reimbursement for procedures including those that require in-country clinical data and which are considered for reimbursed status in April of even numbered years. If we are not successful in obtaining the necessary reimbursement approvals or obtaining approvals for future products and procedures, then the demand for our products could be limited. These limitations could eliminate a significant market opportunity for our products in Japan.

Our capital sales in China are subject to importation authorizations and central purchasing tender processes. Therefore, future system sales and our ability to grow future procedure volumes are dependent on the completion of these central purchasing tender authorizations, the most recent of which expired at the end of 2015. The timing and magnitude of these future authorizations, which may determine our system placements in future years, is not certain and we expect to continue to experience variability in the timing of capital sales in China.

IF OUR MANUFACTURING FACILITIES DO NOT CONTINUE TO MEET FEDERAL, STATE OR OTHER MANUFACTURING STANDARDS, WE MAY BE REQUIRED TO TEMPORARILY CEASE ALL OR PART OF OUR MANUFACTURING OPERATIONS, IMPORT/EXPORT OF OUR PRODUCTS AND/OR RECALL SOME PRODUCTS WHICH WOULD RESULT IN SIGNIFICANT PRODUCT DELIVERY DELAYS AND LOST REVENUE.

Our manufacturing facilities are subject to periodic inspection by regulatory authorities and our operations will continue to be regulated and inspected by the FDA and other regulatory agencies for compliance with Good Manufacturing Practice requirements contained in the QSR and other regulatory requirements. We are also required to comply with International Organization for Standardization ("ISO") quality system standards as well as European Directives and norms in order to produce products for sale in the European Union. In addition, many countries such as Canada and Japan have very specific additional regulatory requirements for quality assurance and manufacturing. If we fail to continue to comply with Good Manufacturing Practice requirements, as well as ISO or other regulatory standards, we may be required to cease all or part of our operations until we comply with these regulations.

We continue to be subject to FDA and certain other inspections at any time. Maintaining such compliance is difficult and costly. We cannot be certain that our facilities will be found to comply with Good Manufacturing Practice requirements or ISO standards and other regulatory requirements in future inspections and audits by regulatory authorities.

Our Sunnyvale, California facility is licensed by the State of California to manufacture medical devices. We have been subject to periodic inspections by the California Department of Health Services Food and Drug Branch and, if we are unable to maintain this license following any future inspections, we will be unable to manufacture or ship some products, which would have a material adverse effect on our results of operations. In 2012 the State of California announced suspension of routine inspections but this

policy could be modified or inspections could be resumed for specific circumstances. In addition, both our Sunnyvale, California and Mexicali, Mexico facilities are subject to periodic inspections by other regulatory bodies, including third party auditors on behalf of national regulatory authorities. Compliance with multiple regulatory standards is complex, difficult and costly to maintain, and material deficiencies could result in significant limitations on our ability to manufacture, transport and sell our products in one or more countries.

IF HOSPITALS AND OTHER SURGERY FACILITIES DO NOT CONTINUE TO MEET FEDERAL, STATE OR OTHER REGULATORY STANDARDS, THEY MAY BE REQUIRED TO TEMPORARILY CEASE ALL OR PART OF THEIR DA VINCI UTILIZATION.

Our global customers are subject to periodic inspection by regulatory authorities. Our customers are required to comply with applicable local and international regulations, including with respect to the reprocessing of *da Vinci* instruments and accessories. Hospitals may not follow cleaning and sterilization instructions properly, or equipment used for cleaning and sterilization may malfunction or be used improperly. If our customers deviate from cleaning and sterilization instructions, regulatory authorities may require them to suspend use of *da Vinci* Surgical Systems.

RISKS RELATING TO OUR INTELLECTUAL PROPERTY

IF WE ARE UNABLE TO REPLACE OUR PATENTS BY THE TIME THEY EXPIRE OR TO FULLY PROTECT OUR INTELLECTUAL PROPERTY FROM USE BY THIRD PARTIES, OUR ABILITY TO COMPETE IN THE MARKET WILL BE HARMED.

New competitors have emerged and will continue to emerge in medical robotics. We also do not know whether we will be able to develop additional patentable proprietary technologies as older patents expire. Our commercial success will depend in part on obtaining patent and other intellectual property protection for the technologies contained in our products, and on successfully defending our patents and other intellectual property against third-party challenges. We will incur substantial costs in obtaining patents and, if necessary, defending our proprietary rights. The patent positions of medical device companies, including ours, can be highly uncertain and involve complex and evolving legal and factual questions. We do not know whether we will obtain the patent protection we seek, or that the protection we do obtain will be found valid and enforceable if challenged. We also do not know whether we will be able to develop additional patentable proprietary technologies. We may also determine that it is in our best interests to voluntarily challenge a third party's products or patents in litigation or administrative proceedings, including patent oppositions, reviews, or reexaminations. Furthermore, the laws of certain foreign countries do not protect intellectual property rights to the same extent as do the laws of the United States.

In addition to patents, we typically rely on a combination of trade secret, copyright and trademark laws, nondisclosure agreements and other contractual provisions and technical security measures to protect our intellectual property rights. Nevertheless, these measures may not be adequate to safeguard the technology underlying our products. If these measures do not protect our rights adequately, third parties could use our technology, and our ability to compete in the market would be reduced. In addition, employees, consultants and others who participate in developing our products may breach their agreements with us regarding our intellectual property, and we may not have adequate remedies for the breach. We also may not be able to effectively protect our intellectual property rights in some foreign countries. For a variety of reasons, we may decide not to file for patent, copyright or trademark protection in some or all countries outside the United States. We also realize that our trade secrets may become known through other means not currently foreseen by us. Notwithstanding our efforts to protect our intellectual property, our competitors may independently develop similar or alternative technologies or products that are equal or superior to our technology and products without infringing any of our intellectual property rights, or may design around our proprietary technologies, which would harm our ability to compete in the market.

OTHERS MAY ASSERT THAT OUR PRODUCTS INFRINGE THEIR INTELLECTUAL PROPERTY RIGHTS, WHICH MAY CAUSE US TO ENGAGE IN COSTLY DISPUTES AND, IF WE ARE NOT SUCCESSFUL IN DEFENDING OURSELVES, COULD ALSO CAUSE US TO PAY SUBSTANTIAL DAMAGES AND PROHIBIT US FROM SELLING OUR PRODUCTS.

There may be U.S. and foreign patents issued to third parties that relate to our products. Some of these patents may be broad enough to cover one or more aspects of our present or future technology. We do not know whether any of these patents, if challenged, would be held valid, enforceable and infringed. From time to time, we receive, and likely will continue to receive, letters from third parties accusing us of infringing and/or inviting us to license their patents. We may be sued by, or become involved in an administrative proceeding with, one or more of these third parties.

We cannot assure that a court or administrative body would agree with any arguments or defenses we may have concerning invalidity, unenforceability or non-infringement of any third-party patent. In addition to the issued patents of which we are aware, other parties may have filed, and in the future are likely to file, patent applications covering products that are similar or identical to ours. We cannot assure that any patents issuing from applications filed by a third party will not cover our products or will not have priority over our patent applications.

The medical device industry has been characterized by extensive litigation and administrative proceedings regarding patents and other intellectual property rights, and companies have employed such actions to gain a competitive advantage. If third parties assert infringement or other intellectual property claims against us, our technical and management personnel will experience a significant diversion of time and effort and we will incur large expenses defending our Company. If third parties in patent administrative proceedings are successful, our patent portfolio may be adversely affected. If third parties in any patent action are successful, we may have to pay substantial damages, including treble damages, and we may be required to stop selling our products or obtain a license which, if available at all, may require us to pay substantial royalties. We cannot be certain that we will have the financial resources or the substantive arguments to defend our patents from infringement or claims of invalidity or unenforceability, or to defend against allegations of infringement of third-party patents. In addition, any public announcements related to litigation or administrative proceedings initiated by us, or initiated or threatened against us, could cause our stock price to decline.

OUR PRODUCTS RELY ON LICENSES FROM THIRD PARTIES, AND IF WE LOSE ACCESS TO THESE TECHNOLOGIES, OUR REVENUES COULD DECLINE.

We rely on technology that we license from others, including technology that is integral to our products. We have entered into license agreements with several industry partners. Any of these agreements may be terminated for breach. If any of these agreements are terminated, we may be unable to reacquire the necessary license on satisfactory terms, or at all. The loss or failure to maintain these licenses could prevent or delay further development or commercialization of our products, which may have a material adverse effect on our results of operations.

RISKS RELATING TO OUR TRADING MARKETS

OUR FUTURE OPERATING RESULTS MAY BE BELOW SECURITIES ANALYSTS' OR INVESTORS' EXPECTATIONS, WHICH COULD CAUSE OUR STOCK PRICE TO DECLINE.

Due to the nascent nature of our industry, we have limited insight into trends that may emerge in our market and affect our business. The revenue and income potential of our market are unproven, and we may be unable to continue to generate significant revenues. Our products typically have lengthy sales cycles. In addition, our costs may be higher than we anticipated. If we fail to generate sufficient revenues or our costs are higher than we expect, our results of operations may be materially adversely affected. Further, future revenue from sales of our products is difficult to forecast because the market for new surgical technologies is still evolving. Our results of operations will depend upon numerous factors, including:

- the extent to which our products achieve and maintain market acceptance;
- actions relating to regulatory matters;
- our timing and ability to develop our manufacturing and sales and marketing capabilities;
- demand for our products;
- the size and timing of particular sales and any collection delays related to those sales;
- product quality and supply problems;
- the progress of surgical training in the use of our products;
- our ability to develop, introduce and market new or enhanced versions of our products on a timely basis;
- third-party payor reimbursement policies;
- our ability to protect our proprietary rights and defend against third party challenges;
- our ability to license additional intellectual property rights; and
- the progress and results of clinical trials.

Our operating results in any particular period will not be a reliable indication of our future performance. It is likely that in some future quarters, our operating results will be below the expectations of securities analysts or investors. If this occurs, the price of our common stock and the value of your investment will likely decline.

OUR STOCK PRICE HAS BEEN, AND WILL LIKELY CONTINUE TO BE, VOLATILE.

The market price of our common stock has experienced fluctuations and is likely to fluctuate significantly in the future. For example, during fiscal 2012, the NASDAQ closing price of one share of our common stock reached a high of \$588.28 and a low of \$440.00, during fiscal 2013, it reached a high of \$583.67 and a low of \$355.93, during fiscal 2014, it reached a high of \$540.63 and a low of \$352.35, and during fiscal 2015, it reached a high of \$557.20 and a low of \$454.86. Our stock price can fluctuate for a number of reasons, including:

- announcements about us or our competitors;
- quarterly variations in operating results;

- introduction or abandonment of new technologies or products;
- regulatory approvals and enforcement actions;
- changes in product pricing policies;
- changes in earnings estimates by analysts or changes in accounting policies;
- economic changes and overall market volatility;
- litigation; and
- political uncertainties.

In addition, stock markets have experienced significant price and volume volatility in the past, especially recently. This volatility has had a substantial effect on the market prices of securities of many public companies for reasons frequently unrelated or disproportionate to the operating performance of the specific companies. In addition, the securities of many medical device companies, including us, have historically been subject to extensive price and volume fluctuations that may affect the market price of their common stock. If these broad market fluctuations continue, they may have a material adverse impact on the market price of our common stock.

ITEM 1B. UNRESOLVED STAFF COMMENTS

None.

ITEM 2. PROPERTIES

As of December 31, 2015, we own approximately 924,000 square feet of space on 70 acres of land in Sunnyvale, California, where we house our headquarters, research and development, service and support functions, and certain of our manufacturing operations. In Norcross, Georgia, we own approximately 92,000 square feet of space on 10 acres which serves as our East Coast sales and training headquarters. In Aubonne, Switzerland, we own 35,000 square feet of space on 1.6 acres, which is used for our international headquarters and 15,000 square feet of space is leased to a third party. In Southaven, Mississippi, we lease 117,000 square feet of space that will be used for future expansion of our operations. We lease 62,000 square feet in Tokyo, Japan for our Japan training center and sales operations. We lease 76,000 square feet in Mexicali, Mexico where we manufacture most of our *EndoWrist* instruments. We also lease facilities in Milford, Connecticut and Blackburg, Virginia for research and development and other operations. We also lease facilities for sales and operations in Osaka, Japan; Seoul, South Korea and other locations outside of the U.S.

ITEM 3. LEGAL PROCEEDINGS

The information included in Note 7 to the Consolidated Financial Statements included in Part II, Item 8 of this report is incorporated herein by reference.

ITEM 4. MINE SAFETY DISCLOSURES

Not applicable.

PART II

ITEM 5. MARKET FOR REGISTRANT'S COMMON EQUITY, RELATED STOCKHOLDER MATTERS AND ISSUER PURCHASES OF EQUITY SECURITIES

PRICE RANGE OF COMMON STOCK

Our common stock is being traded on The NASDAQ Global Select Market under the symbol "ISRG." The following table sets forth the high and low closing prices of our common stock for each period indicated and are as reported by NASDAQ.

Fiscal	2015		2014	
	High	Low	High	Low
First Quarter	\$ 535.36	\$ 487.52	\$ 453.84	\$ 370.94
Second Quarter	\$ 552.98	\$ 483.78	\$ 540.63	\$ 352.35
Third Quarter	\$ 557.20	\$ 455.47	\$ 480.73	\$ 380.26
Fourth Quarter	\$ 553.37	\$ 454.86	\$ 533.84	\$ 456.51

As of January 19, 2016, there were 200 stockholders of record of our common stock, although we believe that there are a significantly larger number of beneficial owners of our common stock.

DIVIDENDS

We have never declared or paid any cash dividends on our common stock. We intend to retain earnings for use in the operation and expansion of our business.

SECURITIES AUTHORIZED FOR ISSUANCE UNDER EQUITY COMPENSATION PLANS

The following table contains information as of December 31, 2015 for two categories of equity compensation plans.

Plan Category	Number of securities to be issued upon exercise of outstanding options, warrants and rights (a)	Weighted-average exercise price of outstanding options	Number of securities remaining available for future issuance under equity compensation plans (excluding securities reflected in column (a))
Equity compensation plans approved by security holders	3,540,639	\$ 413.96	2,011,920
Equity compensation plans not approved by security holders	618,529	\$ 461.37	284,638
Total	4,159,168	\$ 421.01	2,296,558

RECENT SALES OF UNREGISTERED SECURITIES

None.

ISSUER PURCHASES OF EQUITY SECURITIES

The table below summarizes our stock repurchase activity for the quarter ended December 31, 2015:

Fiscal Period	Total Number of Shares Repurchased	Average Price Paid Per Share	Total Number of Shares Purchased As Part of a Publicly Announced Program	Approximate Dollar Amount of Shares That May Yet be Purchased Under the Program (1)
October 1 to October 31, 2015	42,109	\$ 498.00	42,109	\$ 879.5 million
November 1 to November 30, 2015	94,543	\$ 504.11	94,543	\$ 831.8 million
December 1 to December 31, 2015	30,007	\$ 518.32	30,007	\$ 816.3 million
Total during quarter ended December 31, 2015	166,659	\$ 505.13	166,659	

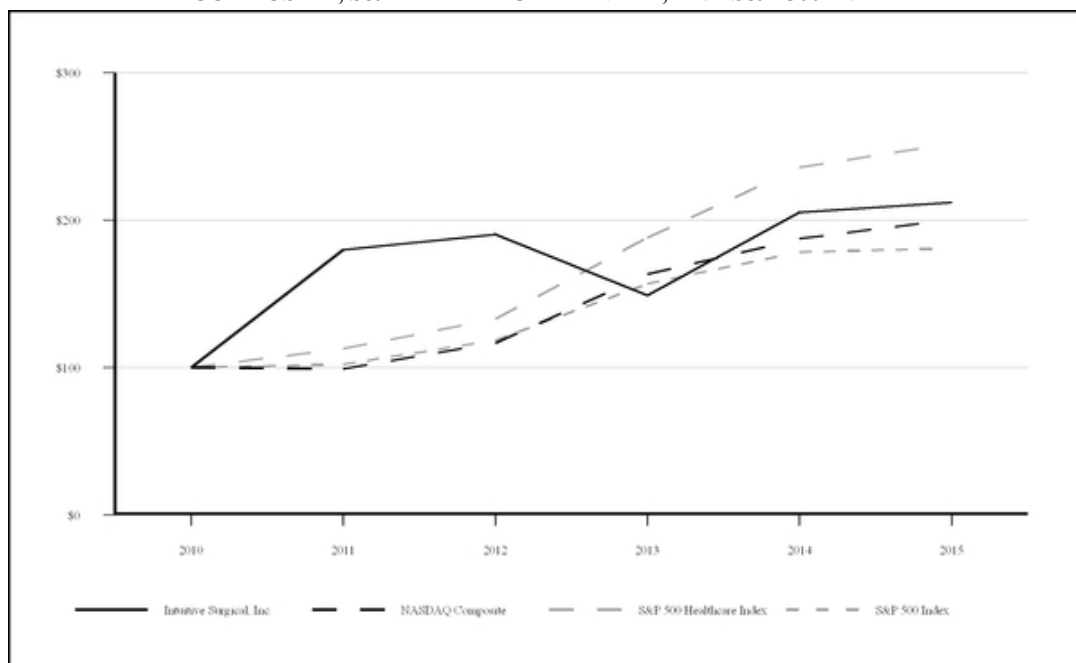
(1) Since March 2009, we have had an active stock repurchase program. As of December 31, 2015, the Board of Directors has authorized an aggregate amount of up to \$4.0 billion for stock repurchases, of which the most recent authorization occurred in January 2015 when the Board of Directors increased the authorization for stock repurchases by \$1.0 billion. The remaining \$816.3 million represents the amount available to repurchase shares under the authorized stock repurchase program as of December 31, 2015. The authorized stock repurchase program does not have an expiration date.

STOCK PERFORMANCE GRAPH

The graph set forth below compares the cumulative total stockholder return on our common stock between December 31, 2010 and December 31, 2015, with the cumulative total return of (i) the S&P Healthcare Index, (ii) the NASDAQ Composite Index and (iii) the S&P 500 Index, over the same period. This graph assumes the investment of \$100.00 on December 31, 2010 in our common stock, the S&P Healthcare Index, the NASDAQ Composite Index, and the S&P 500 Index and assumes the reinvestment of dividends, if any.

The comparisons shown in the graph below are based upon historical data. We caution that the stock price performance shown in the graph below is not necessarily indicative of, nor is it intended to forecast, the potential future performance of our common stock.

COMPARISON OF CUMULATIVE TOTAL RETURN AMONG INTUITIVE SURGICAL, NASDAQ COMPOSITE, S&P HEALTH CARE INDEX, AND S&P 500 INDEX



December 31,

	2010	2011	2012	2013	2014	2015
Intuitive Surgical, Inc.	\$ 100.00	\$ 179.64	\$ 190.25	\$ 149.01	\$ 205.21	\$ 211.90
NASDAQ Composite	\$ 100.00	\$ 99.17	\$ 116.48	\$ 163.21	\$ 187.27	\$ 200.31
S&P 500 Healthcare Index	\$ 100.00	\$ 112.73	\$ 132.90	\$ 188.00	\$ 235.63	\$ 251.87
S&P 500 Index	\$ 100.00	\$ 102.11	\$ 118.45	\$ 156.82	\$ 178.28	\$ 180.75

ITEM 6. SELECTED FINANCIAL DATA

The following selected consolidated financial data should be read in conjunction with our Consolidated Financial Statements and the accompanying Notes and “Management’s Discussion and Analysis of Financial Condition and Results of Operations” included elsewhere in this report. The selected data in this section is not intended to replace the Consolidated Financial Statements.

	Fiscal Year				
	2015	2014	2013	2012	2011
	(In millions, except per share amounts and headcount)				
Revenue	\$ 2,384.4	\$ 2,131.7	\$ 2,265.1	\$ 2,178.8	\$ 1,757.3
Gross profit	\$ 1,577.9	\$ 1,413.8	\$ 1,594.2	\$ 1,570.3	\$ 1,273.8
Net income	\$ 588.8	\$ 418.8	\$ 671.0	\$ 656.6	\$ 495.1
Net income per common share:					
Basic	\$ 15.87	\$ 11.35	\$ 17.12	\$ 16.50	\$ 12.63
Diluted	\$ 15.54	\$ 11.11	\$ 16.73	\$ 15.98	\$ 12.32
Shares used in computing basic and diluted net income per share:					
Basic	37.1	36.9	39.2	39.8	39.2
Diluted	37.9	37.7	40.1	41.1	40.2
Cash, cash equivalents and investments	\$ 3,347.8	\$ 2,497.0	\$ 2,753.9	\$ 2,920.5	\$ 2,171.8
Total assets	\$ 4,907.3	\$ 3,959.4	\$ 3,950.3	\$ 4,059.2	\$ 3,063.1
Other long-term liabilities	\$ 95.9	\$ 78.8	\$ 68.0	\$ 77.5	\$ 96.9
Stockholders’ equity	\$ 4,319.5	\$ 3,379.4	\$ 3,501.4	\$ 3,580.1	\$ 2,645.6
Total headcount	3,211	2,978	2,792	2,362	1,924

ITEM 7. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

Overview

Open surgery remains the predominant form of surgery and is used in almost every area of the body. However, the large incisions required for open surgery create trauma to patients, typically resulting in longer hospitalization and recovery times, increased hospitalization costs, and additional pain and suffering relative to minimally invasive surgery ("MIS"), where MIS is available. For over two and a half decades, MIS has reduced trauma to patients by allowing selected surgeries to be performed through small ports rather than large incisions. MIS has been widely adopted for certain surgical procedures, but has not yet been widely adopted for reconstructive surgeries.

da Vinci Surgical Systems enable surgeons to extend the benefits of MIS to many patients who would otherwise undergo a more invasive surgery by using computational, robotic and imaging technologies to overcome many of the limitations of conventional MIS. Surgeons using a *da Vinci* Surgical System operate while seated comfortably at a console viewing a Three Dimensional ("3-D") representation of a High Definition ("HD") image of the surgical field. This immersive visualization connects surgeons to the surgical field and their instruments. While seated at the console, the surgeon manipulates instrument controls in a natural manner, similar to the open surgery technique. Our technology is designed to provide surgeons with a range of motion of MIS instruments in the surgical field analogous to the motions of a human wrist, while filtering out the tremor inherent in a surgeon's hand. In designing our products, we focus on making our technology easy and safe to use.

Our products fall into four broad categories - the *da Vinci* Surgical Systems, *InSite* and *Firefly* Fluorescence imaging systems ("*Firefly*"), instruments and accessories (e.g., *EndoWrist*, *EndoWrist One Vessel Sealer*, *da Vinci Single-Site* and *EndoWrist Stapler*), and training technologies. We have commercialized four generations of *da Vinci* Surgical Systems: the first is our *da Vinci* standard Surgical System, commercialized in 1999, the second is our *da Vinci S* Surgical System, commercialized in 2006, the third is our *da Vinci Si* Surgical System, commercialized in 2009, and the fourth is our *da Vinci Xi* Surgical System, commercialized in the second quarter of 2014. Systems include a surgeon's console (or consoles), imaging electronics, a patient-side cart, and computational hardware and software.

We offer over 65 different multiport *da Vinci* instruments enabling surgeons' flexibility in choosing the types of tools needed in a particular surgery. These multiport instruments are generally robotically controlled versions of surgical tools that surgeons would use in either open or laparoscopic surgery. We offer *Single-Site* instruments for use with the *da Vinci Si* Surgical System in cholecystectomy, benign hysterectomy, and salpingo-oophorectomy procedures. *Single-Site* instruments enable surgeons to also perform surgery through a single port via the patient's belly button, resulting in the potential for virtually scarless results. For the *da Vinci Si* and *da Vinci Xi* platforms, we offer advanced energy instrumentation, including the *EndoWrist One Vessel Sealer*, and *EndoWrist Stapler 45*, to provide surgeons with sophisticated, computer-aided tools to precisely and efficiently interact with tissue.

Training technologies include our *da Vinci* Skills Simulator, *da Vinci* Connect remote case observation and mentoring tool, and our dual console for use in surgeon proctoring and collaborative surgery.

Procedures

We model patient value as equal to *procedure efficacy / invasiveness*. In this equation *procedure efficacy* is defined as a measure of the success of the surgery in resolving the underlying disease and *invasiveness* is defined as a measure of patient pain and disruption of regular activities. When the patient value of a *da Vinci* procedure is greater than that of alternative treatment options, patients may benefit from seeking out surgeons and hospitals that offer *da Vinci* Surgery, which could potentially result in a local market share shift. *da Vinci* procedure adoption occurs procedure by procedure, market by market, and is driven by the relative patient value and total treatment costs of *da Vinci* procedures as compared to alternative treatment options for the same disease state or condition.

Worldwide Procedures

da Vinci systems and instruments are regulated independently in various countries and regions of the world. The discussion of indications for use and representative or target procedures is intended solely to provide an understanding of the market for *da Vinci* products but is not intended to promote for sale or use any Intuitive Surgical product outside of its licensed or cleared labeling and indications for use.

The adoption of *da Vinci* Surgery has the potential to grow for those procedures that offer greater patient value than non-*da Vinci* alternatives, within the prevailing economics of healthcare providers. *da Vinci* Surgical Systems are used primarily in gynecologic surgery, general surgery, urologic surgery, cardiothoracic surgery, and head and neck surgery. We focus our organization and investments on developing, marketing, and training for those products and procedures where *da Vinci* can bring greater patient value relative to alternative treatment options and/or economic benefit to health care providers. Target procedures in gynecology include *da Vinci* Hysterectomy ("dVH"), for both cancer and benign procedures, and sacrocolpopexy. Target procedures in general surgery include hernia repair (both ventral and inguinal), colorectal procedures, and cholecystectomy. Target procedures in urology

include *da Vinci* Prostatectomy (“dVP”) and partial nephrectomy. In cardiothoracic surgery, target procedures include *da Vinci* Lobectomy and *da Vinci* Mitral Valve Repair. In head and neck surgery, target procedures include certain procedures resecting benign and malignant tumors classified as T1 and T2. Not all the indications, procedures, or products described may be available in a given country or region or on all generations of *da Vinci* Surgical Systems. Patients need to consult the product labeling in a specific country and for each product in order to determine the actual authorized uses, as well as important limitations, restrictions, or contraindications.

In 2015, approximately 652,000 surgical procedures were performed with the *da Vinci* Surgical System, compared with approximately 570,000 and 523,000 procedures performed in 2014 and 2013, respectively. The growth in our overall procedure volume in 2015 was driven by growth in U.S. general surgery procedures and worldwide urologic procedures.

U.S. Procedures

Overall U.S. procedure volume grew to approximately 499,000 in 2015, compared with approximately 449,000 in 2014, and approximately 422,000 in 2013. Gynecology is our largest U.S. surgical specialty and the procedure volume was approximately 238,000 in 2015, compared with 235,000 in 2014 and 240,000 in 2013. General surgery is our second largest and fastest growing specialty in the U.S. with procedure volume that grew to approximately 140,000 in 2015, compared with approximately 107,000 in 2014 and 81,000 in 2013. U.S. urology procedure volume was approximately 102,000 in 2015, compared with approximately 91,000 in 2014, and 85,000 in 2013.

Procedures Outside of the U.S.

Overall procedures outside of the U.S. (“OUS”) grew to approximately 153,000 in 2015, compared with approximately 121,000 in 2014 and approximately 101,000 in 2013. OUS procedure growth accelerated in 2015, reflecting higher Asian procedure volumes, most notably in China, Japan, and South Korea. Procedure volume grew at a similar rate in 2015 as compared with 2014. Procedure growth in most OUS markets was driven largely by dVP volume, which grew to approximately 79,000 in 2015, compared with approximately 65,000 in 2014, and approximately 56,000 in 2013. Partial nephrectomy, general surgery, and gynecologic oncology procedures also contributed to OUS procedure growth.

See Recent Business Events and Trends for further discussion on U.S. and OUS procedures.

Business Model

We generate revenue from both the initial capital sales of *da Vinci* Surgical Systems and from subsequent sales of instruments, accessories and service, as recurring revenue. The *da Vinci* Surgical System generally sells for approximately between \$0.6 million and \$2.5 million, depending upon configuration and geography, and represents a significant capital equipment investment for our customers. We generate recurring revenue as our customers purchase our *EndoWrist* and *Single-Site* instrument and accessory products used in performing procedures with the *da Vinci* Surgical System. Our instruments and accessories have a limited life and will either expire or wear out as they are used in surgery, at which point they are replaced. Also, we generate recurring revenue from ongoing system service. We typically enter into service contracts at the time systems are sold at an annual rate of approximately \$100,000 to \$170,000 per year, depending upon the configuration of the underlying system and composition of the services offered under the contract. These service contracts have generally been renewed at the end of the initial contractual service periods.

Recurring revenue has generally grown at a faster rate than system revenue in the last few fiscal years. Recurring revenue increased to \$1.7 billion, or 70% of total revenue in 2015, compared with \$1.5 billion, or 70% of total revenue in 2014 and \$1.4 billion, or 63% of total revenue in 2013. The growth of recurring revenue and its increasing proportion of total revenue largely reflect continued procedure adoption on a growing base of installed *da Vinci* Surgical Systems. The installed base of *da Vinci* Surgical Systems has grown to approximately 3,597 at December 31, 2015, compared with 3,266 at December 31, 2014, and 2,966 at December 31, 2013.

We provide our products through direct sales organizations in the U.S., Japan, South Korea, and Europe, excluding Spain, Portugal, Italy, Greece, and Eastern European countries. In the remainder of our OUS markets, we provide our products through distributors. In June 2014, we terminated our distribution relationship with and reacquired the distribution rights from Adachi Co., Ltd., our former Japanese distributor, and now market, sell, and service our products directly to end customers in Japan.

Intuitive Surgical da Vinci System Leasing

Since 2013, we have entered into sales-type and operating lease arrangements directly with certain qualified customers as a way to offer customers flexibility in how they acquire *da Vinci* systems and expand *da Vinci* surgery availability while leveraging our balance sheet. The leases generally have commercially competitive terms as compared with other third party entities that offer equipment leasing. We include both operating and sales-type leases in our system shipment and installed base disclosures. We exclude operating leases from our system average selling prices computations.

In the years ended December 31, 2015, 2014, and 2013, we shipped 63, 41, and 6 systems under lease arrangements, respectively, of which 43, 14, and 0 were classified as operating leases, respectively. Generally, our operating leases provide our

customers with the right to purchase the leased systems sometime during or at the end of the lease term. We believe this has been an effective program and has been well received by our customers and we plan to continue with our system leasing program in the future. Operating lease revenue for the years ended December 31, 2015, and 2014, was \$7.0 million and \$1.3 million, respectively. No operating lease revenue was recognized for the year ended December 31, 2013. As of December 31, 2015, 49 *da Vinci* systems were installed at customers under operating lease arrangements.

Regulatory Activities

Clearances and Approvals

We have obtained the clearances required to market our multiport products associated with the first three generations of our *da Vinci* Surgical Systems (Standard, *S*, and *Si* systems) for our targeted surgical specialties within the U.S. and most of Europe. In February 2013, we received FDA clearance to market our *Single-Site* instruments for benign hysterectomy and salpingo-oophorectomy procedures. In September 2014, we received FDA clearance to market the wristed version of our *Single-Site* needle driver product for use in benign hysterectomy, cholecystectomy, and salpingo-oophorectomy procedures.

In March 2014, we received FDA clearance to market our *da Vinci Xi* Surgical System in the U.S., our fourth generation *da Vinci* Surgical System (see the complete description of the *da Vinci Xi* Surgical System in the New Product Introductions Section). In June 2014, we received CE mark clearance for our *da Vinci Xi* Surgical System in Europe. In October 2014, we received regulatory clearance for our *da Vinci Xi* Surgical System in South Korea. In March 2015, we received regulatory clearance for the *da Vinci Xi* Surgical System in Japan. The regulatory status of the *da Vinci Xi* Surgical System in other OUS markets varies by country.

We also received FDA clearance on an initial set of instruments for the *Xi* Surgical system with the initial launch of the system in April 2014. Later in 2014, we received FDA clearances for *Xi* versions of our *EndoWrist One* Vessel Sealer, *Firefly*, and *EndoWrist* Stapler 45. In the second quarter of 2015, we received FDA clearance for an additional set of *da Vinci Xi* instruments. In June 2015, we received CE mark clearance for our integrated table motion product in Europe (see the complete description of the *da Vinci Xi* Integrated Table Motion in the New Product Introductions Section). We received FDA clearance for the integrated table motion product in January 2016. We filed for FDA 510(k) clearances in the U.S. for the *Single-Site* instruments and the 30mm *EndoWrist* stapler products for the *da Vinci Xi* Surgical System in August 2015 (see the complete description of the *EndoWrist* Stapler 30 in the New Product Introductions Section). In the future, we plan to apply for additional clearances to expand the *da Vinci Xi* platform product and feature set, including the *da Vinci Single Port* Surgical System, as described below.

In April 2014, we received FDA clearance to market our *da Vinci Single Port* Surgical System in the U.S. for single-port urologic surgeries. We are in the process of modifying the *da Vinci Single Port* Surgical System to be compatible with the *da Vinci Xi* Surgical system. We plan to seek additional FDA clearance(s) for the *da Vinci Single Port* Surgical System for procedure(s) in which a single small entry point to the body and parallel delivery of instruments is important. Such surgeries could include those performed through a natural orifice like the mouth for head and neck procedures or those performed through a single skin incision. We anticipate increased clinical evaluation of *da Vinci Single Port* Surgical System in 2016, particularly in transoral and transabdominal applications.

We obtained approval from the Japanese Ministry of Health, Labor, and Welfare (“MHLW”) for our *da Vinci Si* Surgical System in October 2012 and for our *da Vinci Xi* Surgical System in March 2015. Effective April 2012, we obtained national reimbursement for dVP procedures in Japan, our only broadly reimbursed procedure to date. We are currently seeking reimbursement for additional procedures through the MHLW's Senshin Iryo processes as well as alternative reimbursement processes. Our Senshin Iryo approvals require in-country clinical data and are considered for reimbursed status in April of even numbered years. Japanese surgeons have submitted clinical data for consideration of partial nephrectomy reimbursement in the April 2016 cycle. There can be no assurance that we will gain additional Senshin Iryo reimbursements for the procedures or at the times we have targeted. We are continuing our discussions with stakeholders concerning the reimbursement for several other procedures; however inclusion of other procedures in reimbursement guidelines in 2016 is unlikely. If we are not successful in obtaining additional regulatory clearances, importation licenses, and adequate procedure reimbursements for future products and procedures, then the demand for our products in Japan could be limited.

FDA Inspections

During October 2015, the FDA conducted a routine inspection at our Sunnyvale facilities. The scope of the inspection included general surveillance in the form of a quality system inspection technique (“QSIT”) and follow-up on previous observations identified in the Form FDA 483 that was issued in 2014. No observations were communicated to us at the close of the October audit or in the final establishment inspection report (“EIR”) received from the FDA in December of 2015.

Recalls and Corrections

Medical device companies have regulatory obligations to correct or remove medical devices in the field that could pose a risk to health. The definition of “recalls and corrections” is expansive and includes repair, replacement, inspections, re-labeling and issuance of new, added or reinforcement of instructions for use and training when such actions are taken for specific reasons of safety or compliance. These field actions require stringent documentation, reporting and monitoring worldwide. There are other actions which a medical device manufacturer may take in the field without reporting, including routine servicing, the introduction of new products, and new indications for use and stock rotations.

As we determine whether a field action is reportable in any regulatory jurisdiction, we prepare and submit notifications to the appropriate regulatory agency for the particular jurisdiction. In general, upon submitting required notifications to regulators regarding a field action which is a recall or correction, we will notify customers regarding the field action, provide any additional documentation required in their national language, and arrange, as required, return or replacement of the affected product or a field service visit to perform the correction. In addition, regulators can require the expansion, reclassification, or change in scope and language of the field action. Field actions can result in adverse effects on our business, including damage to reputation, delays by customers of purchase decisions, reduction or stoppage of use of installed systems, and reduced revenue as well as increased expenses to complete field actions.

In September 2014, we stopped shipping the *EndoWrist* Stapler 45 for the *da Vinci Si* Surgical System and advised our customers to suspend use. While the observed failure rate in the field was low at 0.023%, based on the total number of staple fires, we believe that immediately suspending use was the best course of action in the interest of patients. Our investigation of the three failed *EndoWrist* Staplers uncovered two separate failure modes in the clamp mechanism: 1) a component failure in two instruments and 2) an assembly error in one instrument. Based on these findings, in December 2014, we voluntarily initiated a field recall related to the *EndoWrist* Stapler 45 instrument for the *da Vinci Si* Surgical System. We have refined the relevant design elements and manufacturing processes to address these failure modes and began shipping replacement instruments in early 2015.

In March 2015, we issued a safety notice regarding certain equipment drapes that are used to cover a variety of surgical and non-surgical equipment in the clinical setting, advising our customers to inspect the drapes for cloudy or waxy appearances and for potential tears prior to use, and to return affected drapes. We are now shipping the replacement version of the drape products.

Certain outcomes from any of the above regulatory activities may have a material adverse effect on our business, including damage to reputation, delays by customers of purchase decisions, reduction or stoppage of the use of our installed systems, and reduced revenue as well as increased expenses.

Recent Business Events and Trends

Procedures

Overall. During the year ended December 31, 2015, total *da Vinci* procedures grew approximately 14% compared with 9% for the year ended December 31, 2014. U.S. procedure growth during the year ended December 31, 2015 was approximately 11%, compared with approximately 6% for the year ended December 31, 2014. The higher 2015 U.S. procedure growth was largely attributable to growth in general surgery procedures, most notably hernia repair and colorectal procedures, growth in dVP, and in contrast to the unfavorable impact of transitional issues associated with the implementation of the Affordable Care Act had on our procedure growth in early 2014.

Procedure volume OUS for the year ended December 31, 2015, grew approximately 26% compared with approximately 20% growth for the year ended December 31, 2014, driven by continued growth in dVP and earlier stage growth in kidney cancer, colorectal, and gynecologic oncology procedures.

The higher 2015 OUS procedure growth rate reflects increased *da Vinci* adoption in Asian markets, including China, Japan, and South Korea. While we are encouraged by procedure adoption in China, future system placements and our ability to sustain procedure growth are dependent on obtaining importation authorizations and hospitals completing the central purchasing tender under the authorization, the most recent of which expired at the end of 2015. The timing and magnitude of future authorizations, which may enable system placements in 2016 and beyond, is not certain. In Japan, procedure growth rates are likely to be paced by the timing of procedure reimbursement approvals for procedures in addition to dVP.

U.S. Gynecology. Gynecology is our largest U.S. surgical specialty and the procedure volume was approximately 238,000 in 2015, compared with 235,000 in 2014 and 240,000 in 2013. Our growth until 2013 was driven by adoption of dVH, our highest volume procedure, and other gynecologic procedures, including sacrocolpopexy and myomectomy largely resulting from capturing market share from open surgery techniques for these procedures. U.S. gynecologic procedure growth slowed significantly in 2013 and declined by approximately 2% in 2014 compared with 2013. We believe that U.S. benign gynecologic procedure volume was pressured by a number of macro factors including, but not limited to, larger patient deductibles and co-pays associated with the Affordable Care Act, a trend by payers toward encouraging conservative disease management, and FDA actions regarding the use of power morcellation in uterine surgeries, which mostly impacted *da Vinci* myomectomy procedures (see more detailed description of the FDA Actions Concerning Morcellation below). U.S. gynecologic procedures grew approximately 1% in 2015, as compared with 2014. Minimally invasive surgery is presently approaching 80% penetration of the U.S. benign hysterectomy market, causing the rate of migration from open surgeries to minimally invasive surgeries to slow. Combined with the dispersion of the remaining open procedures among hospitals and surgeons, we believe the number of *da Vinci* hysterectomies over the past two years has moved roughly in-line with the overall surgical market.

We believe that an increasing portion of dVH procedures with uncertain oncologic characteristics are being referred to gynecologic oncologists making it increasingly difficult to distinguish between dVH for cancer and dVH for benign conditions. A high proportion of gynecologic oncologists utilize the *da Vinci* surgical systems to perform procedures which may account for the slight increase in total dVH procedures in 2015. Based on reporting by our customers, dVH procedure volumes were approximately 196,000, 191,000, and 191,000 in 2015, 2014, and 2013, respectively.

U.S. General Surgery. General surgery is our second largest and fastest growing specialty in the U.S. with procedure volume that grew to approximately 140,000 in 2015, compared with approximately 107,000 in 2014, and 81,000 in 2013. Growth through 2013 was driven by rapid adoption of *da Vinci* Cholecystectomies, the first procedure to be FDA-cleared for *Single-Site* Surgery, and earlier stage growth in low anterior resections, colon procedures, and several other general surgery procedures. For the year ended 2014, U.S. general surgery procedures grew by approximately 32%, with growth shifting from cholecystectomy to hernia repair, colorectal resections, and other general surgery procedures. This trend has continued in 2015 with overall general surgery growth of approximately 31%. Ventral and inguinal hernia, combined, contributed the most to 2015 general surgery growth, although other categories like colorectal, bariatric, foregut, and other procedures also contributed to the procedure growth.

We believe that growth in *da Vinci* hernia repair reflects improved clinical outcomes within certain patient populations, as well as potential cost benefits relative to certain alternative treatments. While we believe hernia repair procedures represent a significant opportunity with the potential to drive growth in future periods, given the differences in complexity among hernia patient populations, it is difficult to estimate the timing of and to what degree *da Vinci* hernia repair procedure volume will grow in the future. We expect a large portion of hernia repairs will continue to be performed in different modalities of surgery.

In December 2011, we received FDA clearance for *Single-Site* Cholecystectomy, our first procedure cleared for *Single-Site* instruments. *da Vinci* cholecystectomies are performed with either *Single-Site* instruments or multiport instruments. While we believe *da Vinci* cholecystectomies provide meaningful value for a segment of the patient and surgeon population, it is a lower complexity procedure which can generally be executed in a minimally invasive manner via multiport laparoscopy and has lower reimbursement rates than more complex procedures. For these reasons, it is difficult to estimate to what degree or timing that we

may capture these procedures. During 2014, total U.S. cholecystectomies grew at a lower rate than in previous years, and modestly declined in 2015. Declines in *Single-Site* cholecystectomy were partially offset by higher multiport cholecystectomy volumes.

Adoption of colorectal procedures, which includes several underlying procedures including low anterior resections for rectal cancers and certain colon procedures for benign and cancer conditions, has been ongoing for several years, and is supported by recently launched technologies such as the *da Vinci Xi* Surgical System, *EndoWrist* Stapler, and *EndoWrist* Vessel Sealer.

dVP. U.S. dVP is the largest urology procedure in the U.S. with 66,000 dVPs performed in 2015, compared with 60,000 in 2014, and 58,000 in 2013. We believe the 2011 U.S. Preventive Services Task Force (“USPTF”) recommendation against Prostate-Specific Antigen (“PSA”) screening has impacted our U.S. dVP procedure volumes, as well as caused changes in treatment patterns for low risk prostate cancer away from definitive treatment, and contributed to an approximate 6% decline in our dVP business in 2013. After continuing to decline during the first half of 2014, U.S. dVP returned to growth during the second half of 2014 and accelerated to approximately 11% growth in 2015.

As the U.S. standard of care for the surgical treatment of prostate cancer, we expect that the number of dVP procedures performed in the U.S. will fluctuate with the overall prostatectomy market. We believe the return to growth in dVP reflects surgical procedures being performed for men who may have previously deferred PSA testing or definitive treatment. dVP adoption in our markets outside of the U.S. is at earlier stages, with lower market penetration, and has continued to grow since the USPTF recommendation and despite shifting patient treatment trends that have negatively impacted the overall prostatectomy volumes in certain countries.

Procedure Seasonality. More than half of *da Vinci* procedures performed are for benign conditions, most notably benign hysterectomies, hernia repairs, and cholecystectomies. The proportion of these benign procedures has grown over time in relation to the total number of procedures performed. Hysterectomies for benign conditions, hernia repairs, cholecystectomies, and other short-term elective procedures tend to be more seasonal than cancer operations and surgeries for other life threatening conditions. Seasonality for these benign procedures results in higher fourth quarter procedure volume when more patients have met annual deductibles and lower first quarter procedure volume when deductibles are reset. Seasonality for 2015 was similar to years prior to 2014, with higher procedure volumes in the fourth quarter, and less pronounced than in early 2014, when we believe procedure volume was negatively impacted by transitional issues associated with the implementation of the Affordable Care Act.

Procedure Mix. Our procedure business is primarily comprised of: (1) cancer and other highly complex procedures and (2) less complex benign procedures. Cancer and other highly complex procedures tend to be reimbursed at higher rates than less complex benign procedures. Thus, hospitals are more sensitive to the costs associated with treating less complex benign conditions. Our strategy is to provide hospitals with attractive clinical and economic solutions in each of these procedure categories. More fully featured products, including 4-arm, dual console, *Firefly* enabled systems, and advanced instruments including vessel sealing and stapler are targeted towards more complex procedures. Lower priced products, including three-arm *da Vinci Si-e* Systems, refurbished *da Vinci Si*, and lower priced *Single-Site* instruments are targeted towards less complex procedures.

FDA Actions Concerning Morcellation. In April 2014, the FDA announced that it discourages the use of power morcellators in the surgical removal of assumed benign fibroids. This statement was followed in July 2014 by an FDA panel discussion on the topic. In November 2014, the FDA issued specific contraindications for the use of laparoscopic power morcellation and required specific patient warning prior to its use in surgery. We do not manufacture or sell power morcellation products, and power morcellators do not attach to *da Vinci* Surgical Systems. Minimally invasive *da Vinci* gynecologic surgeries are routinely performed without the use of power morcellators. However, we believe that these FDA actions likely created some uncertainty for surgeons and patients when choosing among minimally invasive surgical methods for removing fibroids that may have adversely impacted the number of *da Vinci* procedures performed. Since the second quarter of 2014, we have experienced a decline in myomectomies that we believe likely reflected the impact of the FDA actions. Myomectomies are not a significant portion of our business. It is difficult to gauge what impact the FDA actions may have had on benign dVH procedures, although as indicated above, an increasing proportion of our hysterectomy procedures in recent quarters have been performed by gynecologic oncologists.

System Demand

Future demand for *da Vinci* Surgical Systems will be impacted by factors including procedure growth rates, market response to our recently launched *da Vinci Xi* Surgical System, hospitals consolidation trends, evolving system utilization and point of care dynamics, additional reimbursements in various global markets including Japan, the timing around governmental tenders and authorizations, the timing of when we receive regulatory clearances in our other OUS markets for our *Xi* System and related instruments. Future demand may also be impacted by anticipated robotic surgery competition, which is further described in the Competition section included in Part I, Item 1.

Recent Media and Lawsuits

In recent years, various print, television, and internet media have released pieces questioning the patient safety and efficacy associated with *da Vinci* Surgery, the cost of *da Vinci* Surgery relative to other disease management methods, and the adequacy of surgeon training and our sales and marketing practices. In addition, as further described in Note 7 to the Consolidated Financial

Statements included in Part II, Item 8, we are currently named as a defendant in approximately 92 individual product liability lawsuits and a multi-plaintiff product liability lawsuit filed on behalf of 55 patients who underwent *da Vinci* Surgery. Plaintiffs' attorneys have been engaged in well-funded national advertising campaigns soliciting clients who have undergone *da Vinci* Surgery and claim to have suffered an injury, and we have seen a substantial increase in these claims. In an effort to avoid the expense and distraction of defending multiple lawsuits, we entered into tolling agreements to pause the applicable statutes of limitations for the claims, and engaged in mediation efforts. We believe that *da Vinci* Surgery continues to be a safe and effective surgical method, as supported by a substantial and growing number of scientific studies and peer reviewed papers. We also believe that we provide appropriate training on the use of the *da Vinci* Surgical System, consistent with our role as device manufacturer. However, the recent negative media publicity likely has and may continue to delay or adversely impact procedure adoption, system sales, and our revenue growth in future periods.

For the years ended December 31, 2015, and 2014, we recorded pre-tax charges of \$13.8 million, and \$82.4 million, respectively, to reflect the estimated cost of settling a number of the product liability claims covered by the tolling agreements. The claims relate to alleged complications from surgeries performed with certain versions of Monopolar Curved Scissor (MCS) instruments that included an MCS tip cover accessory that was the subject of a market withdrawal in 2012 and MCS instruments that were the subject of a recall in 2013.

Our estimate of the anticipated cost of settling these claims is based on negotiations with attorneys for claimants who have participated in a mediation process. Nonetheless, it is possible that the claimants who participate in the mediations, as well as those claimants who have not participated in negotiations, will pursue greater amounts in mediation or in a court of law. Consequently, the final outcome of these claims is dependent on many variables that are difficult to predict and the ultimate cost associated with these product liability claims may be materially different than the amount of the current estimate and accruals and could have a material adverse effect on our business, financial condition, and results of operations or cash flows. Although there is a reasonable possibility that a loss in excess of the amount recognized exists, we are unable to estimate the possible loss or range of loss in excess of the amount recognized at this time. See Note 7 to the Consolidated Financial Statements included in Part II, Item 8 for further details.

New Product Introductions

da Vinci Xi Surgical System. During April 2014, we launched our newest *da Vinci* model, the *da Vinci Xi*, in the U.S. The *da Vinci Xi* can be used across a wide spectrum of minimally invasive surgical procedures, and has been optimized for multi-quadrant surgeries. The *da Vinci Xi* expands upon core *da Vinci* features including wristed instruments, 3-D HD visualization, intuitive motion, and ergonomic design, while improving ease, and delivering several new features, including:

- A new overhead instrument arm architecture designed to facilitate anatomical access from virtually any position.
- A new endoscope digital architecture that creates a simpler, more compact design with improved vision definition and clarity.
- An ability to attach the endoscope to any arm, providing flexibility for visualizing the surgical site.
- Smaller, thinner arms with newly designed joints that offer a greater range of motion than ever before.
- Longer instrument shafts designed to give surgeons greater operative reach.

With the *da Vinci Xi*, we now offer hospitals a broader line of *da Vinci* Surgical Systems to match their surgical profile and patient care requirements. These include the *da Vinci Si-e*, a lower price system suited for surgeries requiring two instrument arms; the *da Vinci Si*, which has the capability of controlling three instrument arms; and the *da Vinci Xi*, which has four universal instrument arms that attach to a rotating overhead platform. We separately applied for FDA clearance for the *da Vinci Xi Firefly*, Vessel Sealer, and Stapler 45 products and received clearances for these products from June 2014 to August 2014. We received FDA clearance for the integrated table motion for the *da Vinci Xi* Surgical System in the U.S. in January 2016. We also filed for FDA 510(k) clearances in the U.S. for the *Single-Site* instruments and the 30mm *EndoWrist* stapler products for the *da Vinci Xi* Surgical System in August 2015.

We CE marked the *da Vinci Xi* system in June 2014 and have begun sales and marketing activities in certain countries recognizing the CE mark. In October 2014, we received regulatory clearance for the *da Vinci Xi* Surgical System in South Korea. In March 2015, we received regulatory clearance for the *da Vinci Xi* Surgical System in Japan. The regulatory status of the *da Vinci Xi* Surgical System in other OUS markets varies by country.

da Vinci Xi Integrated Table Motion. The integrated table motion coordinates the movements of the *da Vinci* robot arms with a version of a Trumpf Medical™ TruSystem® 7000dV operating room table to enable shifting a patient's position in real-time while the *da Vinci* surgical robotic arms remains docked. This gives operating room teams the capabilities to optimally position the operating table so that gravity exposes anatomy during multi-quadrant *da Vinci* System procedures, maximize reach and access to target anatomy enabling surgeons to interact with tissue at an ideal working angle, and reposition the table during the procedure to enhance anesthesiologists' care of the patient. In June 2015, we received CE mark clearance for our integrated table motion

product in Europe. Initial cases were successfully completed using the integrated table motion technology in the third quarter of 2015, and we began a phased introduction in Europe during the fourth quarter of 2015. We received FDA clearance for the *da Vinci Xi* integrated table motion product in January 2016.

EndoWrist Stapler 45. In October 2012, we received FDA clearance for the *EndoWrist Stapler 45* instrument with Blue and Green 45 mm reloads for use with the *da Vinci Si* Surgical System. The *EndoWrist Stapler 45* is a wristed, stapling instrument intended for resection, transection and/or creation of anastomoses in general, gynecologic, and urologic surgery. This instrument enables operators to precisely position and fire the stapler. Its initial surgical use was directed towards colorectal procedures. During 2013, the *EndoWrist Stapler* was used by a limited and gradually increasing number of customers. In 2014, we expanded the availability of the *EndoWrist Stapler* to a broadening set of customers. In September 2014, we notified our customers to suspend the use of the *EndoWrist Stapler 45* (see Recalls and Corrections section for additional discussion) and in January 2015, we began to ship the replacement product for the *da Vinci Si*. In January 2015, we also began to ship initial *da Vinci Xi* versions of the *EndoWrist Stapler 45*, including Blue, Green, and White 45 mm reloads. The White reloads are only available on the *da Vinci Xi* platform. In April 2015, we received CE Mark status to sell the *EndoWrist Stapler* for the *Si* and *Xi* Surgical Systems in European markets.

Although our early customer experiences have been positive and the proportion of colorectal procedures utilizing the *EndoWrist Stapler 45* has been increasing, we are in the early stages of selling *EndoWrist Stapler 45*, and we are not able to predict the extent to which the instrument may be adopted.

EndoWrist Stapler 30. In August 2015, we filed for FDA clearance in the U.S. for the *EndoWrist Stapler 30* instrument with Blue, Green, White, and Gray 30 mm reloads for use with the *da Vinci Xi* Surgical System. The *EndoWrist Stapler 30* is a wristed, stapling instrument intended for resection, transection and/or creation of anastomoses. Subject to receiving FDA clearance, we plan to execute a phased introduction of the *EndoWrist Stapler 30* product with expansion of the customer base as clinical experience is gained in the field. It is intended to deliver particular utility with fine tissue interaction in lobectomy and other thoracic procedures.

2015 Financial Highlights

- Total revenue increased by 12% to \$2.4 billion during the year ended December 31, 2015, compared with \$2.1 billion for the year ended December 31, 2014.
- Approximately 652,000 *da Vinci* procedures were performed during the year ended December 31, 2015, an increase of approximately 14% compared with the year ended December 31, 2014.
- Instruments and accessories revenue increased by 12% to \$1.2 billion during the year ended December 31, 2015, compared with \$1.1 billion for the year ended December 31, 2014.
- Recurring revenue increased by 11% to \$1.7 billion for the year ended December 31, 2015, compared with \$1.5 billion for the year ended December 31, 2014. Recurring revenue made up 70% of total revenue for both years.
- System revenue increased by 14% to \$721.9 million during the year ended December 31, 2015, compared with \$632.5 million during the year ended December 31, 2014. 492 *da Vinci* Surgical Systems were shipped during the year ended December 31, 2015, compared with 431 for the year ended December 31, 2014.
- As of December 31, 2015, we had a *da Vinci* Surgical System installed base of approximately 3,597 systems, consisting of 2,399 in the U.S., 608 in Europe, 423 in Asia and 167 in the rest of the world.
- Operating income increased by 36% to \$740.0 million during the year ended December 31, 2015, compared with \$544.8 million during the year ended December 31, 2014. Operating income included \$168.1 million and \$169.1 million of share-based compensation expense related to employee stock plans for the years ended December 31, 2015, and 2014, respectively. Operating income for the year ended December 31, 2015, and 2014, also included pre-tax litigation charges of \$13.2 million and \$82.4 million, respectively.
- As of December 31, 2015, we had \$3.3 billion in cash, cash equivalents and investments. Cash, cash equivalents and investments increased by \$850.8 million compared with December 31, 2014, primarily driven by cash provided by operating activities and proceeds from employee stock option exercises, partially offset by share repurchases.

Results of Operations

The following table sets forth, for the years indicated, certain Consolidated Statements of Income information (in millions, except percentages):

	Years Ended December 31,					
	2015	% of total revenue	2014	% of total revenue	2013	% of total revenue
Revenue:						
Product	\$ 1,919.6	81%	\$ 1,702.7	80%	\$ 1,867.8	82%
Service	464.8	19%	429.0	20%	397.3	18%
Total revenue	2,384.4	100%	2,131.7	100%	2,265.1	100%
Cost of revenue:						
Product	647.2	27%	569.9	27%	543.4	24%
Service	159.3	7%	148.0	7%	127.5	6%
Total cost of revenue	806.5	34%	717.9	34%	670.9	30%
Product gross profit	1,272.4	54%	1,132.8	53%	1,324.4	58%
Service gross profit	305.5	12%	281.0	13%	269.8	12%
Gross profit	1,577.9	66%	1,413.8	66%	1,594.2	70%
Operating expenses:						
Selling, general and administrative	640.5	27%	691.0	32%	574.0	25%
Research and development	197.4	8%	178.0	8%	167.7	7%
Total operating expenses	837.9	35%	869.0	40%	741.7	32%
Income from operations	740.0	31%	544.8	26%	852.5	38%
Interest and other income, net	18.5	1%	4.2	—%	18.4	1%
Income before taxes	758.5	32%	549.0	26%	870.9	39%
Income tax expense	169.7	7%	130.2	6%	199.9	9%
Net income	\$ 588.8	25%	\$ 418.8	20%	\$ 671.0	30%

Total Revenue

Total revenue for the year ended December 31, 2015, was \$2.4 billion and increased by 12% compared with \$2.1 billion for the year ended December 31, 2014. Total revenue for the year ended December 31, 2014, decreased by 6% compared with \$2.3 billion for the year ended December 31, 2013. The increase in total revenue for the year ended December 31, 2015, reflects 14% higher systems revenue and 11% higher recurring revenue driven by approximately 14% higher procedure volume. The decline in total revenue for the year ended December 31, 2014, reflects 24% lower sales of *da Vinci* Systems, largely due to lower system sales in the U.S. and Japan, partially offset by 5% higher recurring instruments, accessories, and services revenue, driven by an approximately 9% higher procedure volume.

We sell our products and services in Euros and British Pounds in those European markets where we have direct distribution channels, and in Japanese Yen and Korean Won. Revenue for the year ended December 31, 2015, as compared with 2014, was negatively impacted by the strengthening of the U.S. dollar against these other currencies. We hedge a portion of our foreign currency denominated revenue and those hedges partially offset the negative impact of the strengthened U.S. dollar on revenue for the year ended December 31, 2015. Revenue denominated in foreign currencies was approximately 19%, 16%, and 11% of total revenue for the years ended December 31, 2015, 2014, and 2013, respectively.

Revenue generated in the U.S. accounted for 71%, 70%, and 72% of total revenue during the years ended December 31, 2015, 2014, and 2013, respectively. We believe that domestic revenue has accounted for the larger portion of total revenue due to patients' ability to choose their provider and method of treatment in the U.S., reimbursement structures supportive of innovation and minimally invasive surgery, and initial investments focused on domestic infrastructure. We have been investing in our business OUS, and our OUS procedures have grown faster in proportion to U.S. procedures. In future years, we expect our OUS procedures and revenue will grow at a faster rate than in the U.S. and will make up an increasing portion of our business.

The following table summarizes our revenue and *da Vinci* Surgical System unit shipments for the years ended December 31, 2015, 2014, and 2013, respectively (in millions, except percentages and unit shipments):

	Years Ended December 31,		
	2015	2014	2013
Revenue			
Instruments and accessories	\$ 1,197.7	\$ 1,070.2	\$ 1,032.9
Systems	721.9	632.5	834.9
Total product revenue	1,919.6	1,702.7	1,867.8
Services	464.8	429.0	397.3
Total revenue	\$ 2,384.4	\$ 2,131.7	\$ 2,265.1
Recurring revenue	\$ 1,662.5	\$ 1,499.2	\$ 1,430.2
% of total revenue	70%	70%	63%
United States	\$ 1,695.8	\$ 1,490.9	\$ 1,625.9
OUS	688.6	640.8	639.2
Total revenue	\$ 2,384.4	\$ 2,131.7	\$ 2,265.1
% of Revenue - Domestic	71%	70%	72%
% of Revenue - OUS	29%	30%	28%

Unit Shipments by Region:

United States unit shipments	298	238	342
OUS unit shipments	194	193	204
Total unit shipments*	492	431	546

Unit Shipments by Model:

<i>da Vinci S</i> unit shipments	1	10	6
<i>da Vinci Si-e</i> - Single console unit shipments (3 arm)	7	29	30
<i>da Vinci Si</i> - Single console unit shipments (4 arm)	107	143	365
<i>da Vinci Si</i> - Dual console unit shipments	22	43	145
<i>da Vinci Xi</i> - Single console unit shipments	250	157	—
<i>da Vinci Xi</i> - Dual console unit shipments	105	49	—
Total unit shipments*	492	431	546

Unit Shipments involving System Trade-ins:

Unit shipments involving trade-ins of <i>da Vinci standard</i> Surgical Systems	5	18	28
Unit shipments involving trade-ins of <i>da Vinci S</i> Surgical Systems	99	82	126
Unit shipments involving trade-ins of <i>da Vinci Si</i> Surgical Systems	47	31	—
Total unit shipments involving trade-ins	151	131	154
Unit shipments not involving trade-ins	341	300	392
Total unit shipments*	492	431	546

*Systems shipped on operating leases (included in total unit shipments)	43	14	—
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Product Revenue

2014-2015

Product revenue increased by 13% to \$1.9 billion for the year ended December 31, 2015, compared with \$1.7 billion for the year ended December 31, 2014.

Instruments and accessories revenue increased by 12% to \$1.2 billion for the year ended December 31, 2015, compared with \$1.1 billion for the year ended December 31, 2014. The increase in revenue was driven by approximately 14% higher procedure volume, reflecting approximately 11% U.S. procedure growth and 26% OUS procedure growth as well as a higher product mix of advanced instruments, partially offset by an unfavorable impact of weakening foreign currencies.

Systems revenue increased by 14% to \$721.9 million for the year ended December 31, 2015, compared with \$632.5 million for the year ended December 31, 2014, driven by higher *da Vinci* Surgical Systems shipped in 2015. We shipped 492 *da Vinci* Surgical Systems in 2015, compared with 431 in 2014, primarily reflecting higher system sales into the U.S. During 2015, 298 systems were shipped into the U.S., 90 into Europe, 77 into Asia, and 27 into other markets, compared with 238 systems shipped into the U.S., 97 into Europe, 67 into Asia, and 29 into other markets in 2014. The increase in U.S. systems sales was driven by higher procedure growth in 2015 and a favorable market response to the *da Vinci Xi* System that was launched in the second quarter of 2014.

The *da Vinci* Surgical System average selling price (“ASP”), excluding the impact of units shipped under operating leases, was approximately \$1.5 million for 2015 and 2014. The systems ASP reflected a higher proportion of *da Vinci Xi* and dual console systems sold in 2015, partially offset by the negative impact of weaker foreign currencies.

2013-2014

Product revenue decreased to \$1.7 billion during the year ended December 31, 2014, from \$1.9 billion during the year ended December 31, 2013.

Instruments and accessories revenue increased to \$1.1 billion for the year ended December 31, 2014, up 4% compared with \$1.0 billion for the year ended December 31, 2013. The increase in instrument and accessory revenue was driven by an approximate 9% increase in procedure volume, partially offset by lower initial instrument and accessory stocking orders associated with lower 2014 system unit sales. The growth in our 2014 overall procedure volume was driven by growth in U.S. general surgery and worldwide urologic procedures.

Systems revenue decreased to \$632.5 million during the year ended December 31, 2014, down 24% from \$834.9 million during the year ended December 31, 2013, primarily due to lower U.S. and Japanese *da Vinci* Surgical System unit shipments, partially offset by higher *da Vinci* Surgical System unit shipments into Europe and other OUS markets. During 2014, 238 systems were sold into the U.S., 97 into Europe, 67 into Asia, and 29 into other markets, compared with 342 systems sold into the U.S., 82 into Europe, 103 into Asia, and 19 into other markets in 2013. The demand for systems is ultimately driven by *da Vinci* surgical procedure volume and is highly sensitive to changes in procedure growth rates. The decline in U.S. system sales in 2014 was largely driven by moderating procedure growth (as described in the Procedures section) resulting in lower need to expand capacity, as well as economic pressure and uncertainty at hospitals associated with the Affordable Care Act, and evolving system utilization and point of care dynamics. The decrease in system sales in Japan likely reflected the fact that only prostatectomies were broadly reimbursed and the effect of the pending approval of the *da Vinci Xi* System. The increase in system sales in Europe reflected continued procedure growth and investments we have made in our European sales and marketing organizations.

The *da Vinci* Surgical System ASP was fairly consistent at \$1.5 million for 2014 and 2013.

Service Revenue

Service revenue increased by 8% to \$464.8 million for the year ended December 31, 2015, compared with \$429.0 million for the year ended December 31, 2014. Service revenue increased by 8% to \$429.0 million for the year ended December 31, 2014, compared with \$397.3 million for the year ended December 31, 2013. We typically enter into multi-year fixed annual rate service contracts at the time systems are sold. These service contracts have been generally renewed at the end of the service periods. Higher service revenue in 2015 and 2014 was primarily driven by a larger installed base of *da Vinci* Surgical Systems producing service revenue.

Gross Profit

Product gross profit increased by 12% for the year ended December 31, 2015, to \$1.3 billion, or 66.3% of product revenue, compared with \$1.1 billion, or 66.5% of product revenue, for the year ended December 31, 2014. The lower 2015 product gross profit margin was driven by a higher sales mix of recently introduced products that yield lower gross profit margins, including the *da Vinci Xi* Surgical System and *EndoWrist One* Vessel Sealer and Stapler, and an unfavorable foreign currency impact related to OUS sales.

Margins on newly launched products have typically been lower than our mature products reflecting vendor pricing on lower volumes, temporary tooling and other start-up costs. Over time, as volumes increase and we refine our manufacturing processes and products, we expect to see improvement in the margins of these newly launched products. However, gross margins may ultimately differ for these newly launched products relative to previously launched products based on market conditions, volume, and complexity of the product. Product gross profit margin increased from 63.3% during the first quarter of 2015 to 67.9% of product revenue during the fourth quarter of 2015, reflecting higher product recalls and other one-time charges in the first quarter and manufacturing efficiency gains made during the year related to recently introduced products, including the *da Vinci Xi*, *EndoWrist* Stapler, and *EndoWrist One* Vessel Sealer.

Product gross profit for the year ended December 31, 2014, decreased by 14% to \$1.1 billion, or 66.5% of product revenue, compared with \$1.3 billion, or 70.9% of product revenue, for the year ended December 31, 2013. The lower 2014 product gross profit margin was driven by a higher sales mix of recently introduced products that yield lower gross profit margins, including the *da Vinci Xi* Surgical System and *EndoWrist One* Vessel Sealer and Stapler. Other factors contributing to the lower 2014 product gross profit margin were a higher proportion of sales involving trade-ins and higher credits given for those trade-ins, higher 2014 incentive compensation, and higher product recall costs.

Product gross profit for the year ended December 31, 2015, 2014, and 2013, included share-based compensation expense of \$22.8 million, \$19.1 million, and \$17.6 million, respectively. Product gross profit for the year ended December 31, 2015, 2014, and 2013 included amortization expense of purchased intellectual property of \$12.7 million, \$10.8 million, and \$10.4 million, respectively.

Product gross profit for the years ended December 31, 2015, 2014, and 2013, included \$17.0 million, \$15.7 million, and \$21.0 million, respectively, related to the U.S. medical device excise tax, which became effective January 1, 2013. In December 2015, President Obama signed into law the Consolidated Appropriations Act, 2016 (the "Appropriations Act"). The Appropriations Act includes a two-year moratorium on the medical device excise tax such that medical device sales in 2016 and 2017 will be exempt from the excise tax. Unless there is further legislative action during that two-year period, the medical device excise tax will be automatically reinstated for sales of medical devices on or after January 1, 2018.

Service gross profit for the year ended December 31, 2015, increased to \$305.5 million, or 65.7% of service revenue, compared with \$281.0 million, or 65.5% of service revenue for the year ended December 31, 2014. The higher 2015 service gross profit was driven by higher service revenue, reflecting a larger installed base of *da Vinci* Surgical Systems. Consistent with product gross profit margin, service gross profit margin improved during 2015 from 63.3% of service revenue during the first quarter to 67.2% in the fourth quarter, reflecting efficiency gains made during the year to support the recently introduced *da Vinci Xi* platform in the field.

Service gross profit for the year ended December 31, 2014, increased to \$281.0 million, or 65.5% of service revenue, compared with \$269.8 million, or 67.9% of service revenue for the year ended December 31, 2013. The higher 2014 service gross profit was driven by higher service revenue. The lower 2014 gross service profit margin was primarily driven by costs added to support the newly introduced *da Vinci Xi* system and higher incentive compensation.

Service gross profit for the years ended December 31, 2015, 2014, and 2013, included share-based compensation expense of \$12.9 million, \$13.5 million and \$12.7 million, respectively.

Selling, General and Administrative Expenses

Selling, general and administrative expenses include costs for sales, marketing and administrative personnel, sales and marketing activities, tradeshow expenses, legal expenses, regulatory fees and general corporate expenses.

Selling, general and administrative expenses for the year ended December 31, 2015, decreased by 7% to \$640.5 million, compared with \$691.0 million for the year ended December 31, 2014. The decrease was primarily due to lower pre-tax litigation charges of \$13.2 million in 2015, compared with \$82.4 million in 2014, and to a lesser extent, the impact of the stronger U.S. dollar on expenses denominated in foreign currencies. These decreases were partially offset by increased costs associated with the expansion of our Japanese and other organizations OUS, as well as higher regulatory compliance costs and higher incentive compensation costs.

Selling, general and administrative expenses for the year ended December 31, 2014, increased by 20% to \$691.0 million compared with \$574.0 million for the year ended December 31, 2013. The increase was primarily due to a pre-tax charge of \$82.4 million recorded in 2014 to reflect the estimated cost of settling a number of the product liability claims covered by tolling agreements. In addition, selling, general and administrative expenses for the year ended December 31, 2014, also increased due to higher legal costs related to the pending or threatened litigation, expansion of our Japanese and other organizations OUS, higher regulatory compliance costs, and higher incentive compensation.

Share-based compensation expense charged to selling, general and administrative expenses during the years ended December 31, 2015, 2014, and 2013 were \$94.7 million, \$99.0 million, and \$101.4 million, respectively.

Research and Development Expenses

Research and development costs are expensed as incurred. Research and development expenses include costs associated with the design, development, testing and significant enhancement of our products. These enhancements represent significant improvements to our products.

Research and development expenses for the year ended December 31, 2015, increased by 11% to \$197.4 million, compared with \$178.0 million for the year ended December 31, 2014. The increase was driven primarily due to growth in our product development organization including earlier stage development in advanced imaging, advanced instrumentation, and next generation

robotics, and higher incentive compensation costs. Research and development expenses fluctuate with project timing. We expect to continue to make substantial investments in research and development and anticipate that research and development expenses will continue to increase in the future.

Research and development expenses for the year ended December 31, 2014, increased by 6% to \$178.0 million compared with \$167.7 million for the year ended December 31, 2013. The increase was primarily driven by higher headcount and incentive compensation expenses.

Share-based compensation expense charged to research and development expense during the years ended December 31, 2015, 2014, and 2013, was \$37.7 million, \$37.5 million and \$37.2 million, respectively. Amortization expense related to purchased intellectual property for the years ended December 31, 2015, 2014, and 2013, was \$11.7 million, \$11.6 million and \$10.8 million, respectively.

Interest and Other Income, Net

Interest and other income, net, was \$18.5 million for the year ended December 31, 2015, compared with \$4.2 million for 2014 and \$18.4 million for 2013. The increase in interest and other income, net for the year ended December 31, 2015, was partly due to higher 2015 interest income. Interest and other income, net for the year ended December 31, 2014, as compared with 2015 and 2013, was lower primarily due to the \$8.5 million impairment charges recorded in 2014 related to two equity investments.

Income Tax Expense

Our income tax expense was \$169.7 million, \$130.2 million, and \$199.9 million for the years ended December 31, 2015, 2014, and 2013, respectively. The effective tax rate for 2015 was approximately 22.4% compared with 23.7% for 2014, and 23.0% for 2013. Our tax rates for these periods differ from the U.S. federal statutory rate of 35% due primarily to the effect of income earned by certain of our overseas entities being taxed at rates lower than the federal statutory rate and reversal of certain unrecognized tax benefits, partially offset by state income taxes net of federal benefit. The lower effective tax rate in 2015 resulted primarily from a \$29.3 million tax benefit recorded in the third quarter of 2015 (of which \$25.0 million was related to prior periods) due to a recent U.S. Tax Court opinion involving an independent third party, issued in the third quarter of 2015. Based on the findings of the U.S. Tax Court, we were required to, and did, refund to our foreign subsidiaries the share-based compensation element of certain intercompany charges made in prior periods. Starting from 2015, share-based compensation has been excluded from intercompany charges. We intend to indefinitely reinvest outside the U.S. all of our undistributed foreign earnings that were not previously subject to U.S. tax.

Our 2015, 2014, and 2013 tax provision also reflected tax benefits of \$6.4 million, \$20.3 million, and \$26.7 million, respectively, associated with the reversal of unrecognized tax benefits and interests resulting from expiration of statutes of limitations in multiple jurisdictions and certain audit settlements. As of December 31, 2015, and 2014, we had valuation allowances of \$15.2 million and \$9.5 million, respectively, primarily on California deferred tax assets, because it is more likely than not these deferred tax assets will not be realized as a result of the computation of California taxes under the single sales factor. We will continue to monitor and reassess the need for further increases or decreases to the valuation allowance.

We file federal, state, and foreign income tax returns in many jurisdictions in the U.S. and abroad. Years prior to 2012 are considered closed for most significant jurisdictions. Certain of our unrecognized tax benefits could reverse based on the normal expiration of various statutes of limitations, which could affect our effective tax rate in the period in which they reverse.

We are subject to the examination of our income tax returns by various tax authorities and the outcome of these audits cannot be predicted with certainty. Management regularly assesses the likelihood of adverse outcomes resulting from these examinations to determine the adequacy of our provision for income taxes. If any issues addressed in our tax audits are resolved in a manner not consistent with management's expectations, we could be required to adjust our provision for income taxes in the period such resolution occurs.

Liquidity and Capital Resources

Sources and Uses of Cash

Our principal source of liquidity is cash provided by operations and issuance of common stock through exercise of stock options and our employee stock purchase program. Cash and cash equivalents plus short and long-term investments increased by \$0.8 billion to \$3.3 billion at December 31, 2015, from \$2.5 billion at December 31, 2014. Cash and cash equivalents plus short and long-term investments decreased from \$2.8 billion at December 31, 2013, to \$2.5 billion at December 31, 2014, primarily due to the repurchase of \$1.0 billion stock during 2014. Cash generation is one of our fundamental strengths and provides us with substantial financial flexibility in meeting our operating, investing, and financing needs.

As of December 31, 2015, \$987.2 million of our cash, cash equivalents and investments were held by foreign subsidiaries. Amounts held by foreign subsidiaries are generally subject to U.S. income tax on repatriation to the U.S. We currently have no plans to repatriate any foreign earnings back to the U.S. as we believe our cash flows provided by our U.S. operations will meet our U.S. liquidity needs for the foreseeable future.

See “Item 7A. Quantitative and Qualitative Disclosures About Market Risk” for discussion on the impact of interest rate risk and market risk on our investment portfolio.

Consolidated Cash Flow Data

	Years Ended December 31,		
	2015	2014	2013
<i>(in millions)</i>			
Net cash provided by (used in)			
Operating activities	\$ 771.9	\$ 665.1	\$ 880.0
Investing activities	(849.5)	(153.9)	259.0
Financing activities	193.4	(692.4)	(910.6)
Effect of exchange rates on cash and cash equivalents	(1.5)	(0.6)	—
Net increase (decrease) in cash and cash equivalents	\$ 114.3	\$ (181.8)	\$ 228.4

Operating Activities

For the year ended December 31, 2015, cash provided by our operating activities of \$771.9 million exceeded our net income of \$588.8 million for two primary reasons:

1. Our net income included non-cash charges primarily in the form of share-based compensation of \$167.9 million, depreciation and loss of disposal of property, plant, and equipment of \$65.1 million, income tax benefits from employee stock plans of \$21.5 million, amortization of intangible assets of \$24.4 million, and accretion of discounts and amortization of premiums on investments of \$26.4 million.
2. The non-cash charges outlined above were partly offset by changes in operating assets and liabilities that resulted in \$92.5 million of cash used by operating activities.

Operating assets and liabilities are primarily comprised of accounts receivable, inventory, deferred revenue, other accrued liabilities, and prepaid expenses. Accounts receivable increased \$79.2 million in 2015 reflecting higher sales in 2015 and timing of sales and collections. Prepaids and other assets increased \$10.5 million primarily driven by higher lease receivable balances resulting from sales-type lease arrangements entered into in 2015. Accrued liabilities decreased by \$10.5 million mainly due to settlement payments made related to accrued product liability litigation. Other changes in operating assets and liabilities include an inventory increase of \$10.7 million, net of equipment transfers from inventories to property, plant and equipment, and a decrease in accounts payable of \$11.3 million also resulted in cash used by operating activities. The unfavorable impact of these items on cash provided by operating activities was partly offset by a \$21.5 million increase in accrued compensation and employee benefits and an \$8.2 million increase of deferred revenue. Deferred revenue, which includes deferred service revenue that is being recognized as revenue over the service contract period, increased primarily due to the increase in the number of installed systems for which service contracts existed.

For the year ended December 31, 2014, cash flow from operations of \$665.1 million exceeded our net income of \$418.8 million for two primary reasons:

1. Our net income included substantial non-cash charges primarily in the form of share-based compensation, amortization of intangible assets, taxes, and depreciation. These non-cash charges totaled \$232.1 million during the year ended December 31, 2014.
2. Changes in operating assets and liabilities resulted in approximately \$14.2 million in cash provided by operating activities during the year ended December 31, 2014

Accrued liabilities increased \$63.4 million, mainly driven by an increase in product liability accruals. Deferred revenue increased by \$19.8 million in 2014 primarily due to the increase in the number of installed systems for which service contracts existed. Also, accrued compensation and accounts payable increased \$39.1 million. The favorable impact of these items on cash provided by operating activities was partly offset by an increase in accounts receivable of \$13.7 million in 2014 reflecting timing of our system sales and related collections, a net increase in inventory of \$26.8 million primarily due to expanded product offerings, and an increase in prepaids and other assets of \$67.6 million, primarily driven by timing of tax payments and an increase in lease receivables relating to sales-type lease arrangements entered into during 2014.

For the year ended December 31, 2013, cash flow from operations of \$880.0 million exceeded our net income of \$671.0 million for two primary reasons:

1. Our net income included substantial non-cash charges in the form of share-based compensation, amortization of intangible assets, taxes, and depreciation. These non-cash charges totaled \$231.0 million during the year ended December 31, 2013.
2. Changes in operating assets and liabilities resulting in cash used in operating activities during the year ended December 31, 2013 was approximately \$22.0 million.

Accounts receivable decreased by \$68.9 million in 2013 reflecting lower system sales. Inventory increased by \$58.1 million in 2013 due to expanded product offerings and safety stocks acquired for key components. Deferred revenue increased \$15.3 million in 2013 primarily due to the increase in the number of installed systems for which service contracts exist. Other liabilities including accounts payable, accrued compensation and employee benefits, and accrued liabilities decreased by \$35.1 million in 2013 primarily due to timing of vendor, tax and employee compensation payments during 2013.

Investing Activities

Net cash used in investing activities for the year ended December 31, 2015, consisted of purchases of investments (net of the proceeds from the sales and maturities of investments) of \$768.5 million and purchases of property and equipment \$81.0 million.

Net cash used in investing activities for the year ended December 31, 2014, consisted primarily of cash used for purchases of property and equipment of \$105.6 million and purchases of businesses of \$84.3 million, partially offset by the proceeds from the sales and maturities of investments (net of purchases of investments) of \$36.0 million. Purchases of property included the acquisition of approximately 15 acres of land in Sunnyvale, California for future expansion in 2014. For the year ended December 31, 2014, we acquired certain intellectual property, know-how, fixed assets, and employees from Luna Innovations, Inc. and we reacquired the distribution rights from our former Japanese distributor, Adachi Co, Ltd.

Net cash provided by investing activities for the year ended December 31, 2013, consisted primarily of proceeds from the sales and maturities of investments (net of purchases of investments) of \$363.6 million, less purchases of property and equipment and licensing of intellectual property of \$104.6 million.

We invest predominantly in high quality, fixed income securities. Our investment portfolio may at any time contain investments in U.S. Treasury and U.S. government agency securities, taxable and/or tax exempt municipal notes, corporate notes and bonds, commercial paper, cash deposits, and money market funds.

Financing Activities

Net cash provided by financing activities in 2015 consisted primarily of proceeds from stock option exercises and employee stock purchases of \$361.1 million and excess tax benefits of \$34.3 million, partly offset by \$183.7 million used for the repurchase of 0.4 million shares of our common stock through open market transactions and taxes paid on behalf of employees related to net share settlement of vested employee equity awards of \$11.0 million.

Net cash used in financing activities in 2014 consisted primarily of \$1.0 billion used for the repurchase of 2.5 million shares of our common stock through an accelerated share repurchase program, offset by proceeds from stock option exercises and employee stock purchases of \$283.6 million and excess tax benefits of \$24.0 million.

Net cash used in financing activities in 2013 consisted primarily of \$1.1 billion used for the repurchase of 2.6 million shares of our common stock, offset by proceeds from stock option exercises and employee stock purchases of \$160.6 million and excess tax benefits of \$38.0 million.

Our cash requirements depend on numerous factors, including market acceptance of our products, the resources we devote to developing and supporting our products and other factors. We expect to continue to devote substantial resources to expand procedure adoption and acceptance of our products. We have made substantial investments in our commercial operations, product development activities, facilities, and intellectual property. Based upon our business model, we anticipate that we will continue to be able to fund future growth through cash provided from operations. We believe that our current cash, cash equivalents and investment balances, together with income to be derived from the sale of our products, will be sufficient to meet our liquidity requirements beyond one year and for the foreseeable future.

Contractual Obligations and Commercial Commitments

The following table summarizes our contractual obligations as of December 31, 2015 (in millions):

	Payments due by period				
	Total	Less than 1 year	1 to 3 years	3 to 5 years	More than 5 years
Operating leases	\$ 31.2	\$ 6.1	\$ 6.6	\$ 3.7	\$ 14.8
Purchase commitments and obligations	232.2	225.8	6.4	—	—
Total contractual obligations	\$ 263.4	\$ 231.9	\$ 13.0	\$ 3.7	\$ 14.8

Operating leases. We lease spaces for operations in the U.S. as well as in Japan, South Korea, Mexico, and other foreign countries. We also lease automobiles for certain sales and field service employees. Operating lease amounts include future minimum lease payments under all our non-cancellable operating leases with an initial term in excess of one year.

Purchase commitments and obligations. These amounts include an estimate of all open purchase orders and contractual obligations in the ordinary course of business, including commitments with contract manufacturers and suppliers, for which we have not received the goods or services and acquisition and licensing of intellectual property. A majority of these purchase obligations are due within a year. Although open purchase orders are considered enforceable and legally binding, the terms generally allow us the option to cancel, reschedule, and adjust our requirements based on our business needs prior to the delivery of goods or performance of services. In addition to the above, we have committed to make potential future milestone payments to third parties as part of licensing, collaboration and development arrangements. Payments under these agreements generally become due and payable only upon achievement of certain developmental, regulatory and/or commercial milestones. Because the achievement of these milestones is neither probable nor reasonably estimable, such contingencies have not been recorded on our Consolidated Balance Sheets and have not been included in the table above.

Other commitments. We are unable to make a reasonably reliable estimate as to when payments may occur for our unrecognized tax benefits. Therefore, our liability for unrecognized tax benefits is not included in the table above.

Off-Balance Sheet Arrangements

As of December 31, 2015, we did not have any significant off-balance sheet arrangements, as defined in Item 303(a)(4)(ii) of SEC Regulation S-K promulgated under the Exchange Act.

Critical Accounting Estimates

Our Consolidated Financial Statements are prepared in conformity with U.S. generally accepted accounting principles (“U.S. GAAP”), which requires us to make judgments, estimates and assumptions. See “Note 2. Summary of Significant Accounting Policies,” in Notes to the Consolidated Financial Statements, which is included in “Item 8. Financial Statements and Supplementary Data,” which describes our significant accounting policies and methods used in the preparation of our Consolidated Financial Statements. The methods, estimates and judgments that we use in applying our accounting policies require us to make difficult and subjective judgments, often as a result of the need to make estimates regarding matters that are inherently uncertain. Our most critical accounting estimates include:

- the valuation and recognition of investments, which impacts our investment portfolio balance when we assess fair value, and interest and other income, net, when we record impairments;
- the valuation of revenue and allowance for sales returns and doubtful accounts, which impacts revenue;
- the estimation of transactions to hedge, which impacts revenue and other expense;
- the valuation of inventory, which impacts gross profit margins;
- the assessment of recoverability of intangible assets and their estimated useful lives, which primarily impacts gross profit margin or operating expenses when we record asset impairments or accelerate their amortization;
- the valuation and recognition of share-based compensation, which impacts gross profit margin and operating expenses;
- the recognition and measurement of current and deferred income taxes (including the measurement of uncertain tax positions), which impact our provision for taxes; and
- the estimate of probable loss associated with product liability claims, which impacts accrued liabilities and operating expenses.

Investments Valuation

Fair Value

Our investment portfolio may at any time contain investments in U.S. Treasury and U.S. government agency securities, Non-U.S. government securities, taxable and/or tax exempt municipal notes, corporate notes and bonds, commercial paper, cash deposits, and money market funds. In the current market environment, the assessment of the fair value of investments can be difficult and subjective. U.S. GAAP establishes three levels of inputs that may be used to measure fair value. Each level of input has different levels of subjectivity and difficulty involved in determining fair value. Valuation of Level 1 and 2 instruments generally do not require significant management judgment and the estimation is not difficult. Level 3 instruments include unobservable inputs that are supported by little or no market activity and that are significant to the fair value of the assets or liabilities. The determination of fair value for Level 3 instruments requires the most management judgment and subjectivity. During the year ended December 31, 2014, the Level 3 securities were redeemed. There were no other Level 3 securities as of the years ended December 31, 2015, and 2014.

Other-than-temporary impairment

After determining the fair value of our available-for-sales instruments, gains or losses on these securities are recorded to other comprehensive income, until either the security is sold or we determine that the decline in value is other-than-temporary. The primary differentiating factors we considered in classifying impairments as either temporary or other-than-temporary impairments are our intent and ability to retain our investment in the issuer for a period of time sufficient to allow for any anticipated recovery in market value, the length of the time and the extent to which the market value of the investment has been less than cost, the financial condition and near-term prospects of the issuer. Given the current market conditions, these judgments could prove to be wrong, and companies with relatively high credit ratings and solid financial conditions may not be able to fulfill their obligations.

No impairment charges were recorded during the years ended December 31, 2015 and 2013. During the year ended December 31, 2014, we recorded pre-tax losses of \$8.5 million related to a decline in the value of two equity investments that we concluded were other-than-temporary. As of December 31, 2015, and 2014, net unrealized losses on investments of \$4.2 million and \$0.2 million, net of tax, respectively, were included in accumulated other comprehensive loss.

Allowance for sales returns and doubtful accounts. We record estimated reductions in revenue for potential returns of products by customers and other allowances. As a result, management must make estimates of potential future product returns and other allowances related to current period product revenue. In making such estimates, management analyzes historical returns, current economic trends and changes in customer demand and acceptance of our products. If management were to make different judgments or utilize different estimates, material differences in the amount of reported revenue could result.

Similarly, we make estimates of the collectability of accounts receivable, especially analyzing the aging and nature of accounts receivable and historical bad debts, customer concentrations, customer credit-worthiness, current economic trends, and changes in customer payment terms when evaluating the adequacy of the allowance for doubtful accounts. Credit evaluations are undertaken for all major sale transactions before shipment is authorized. On a quarterly basis, we evaluate aged items in the accounts receivable aging report and provide an allowance in an amount we deem adequate for doubtful accounts. If management were to make different judgments or utilize different estimates, material differences in the amount of our reported operating expenses could result.

Hedge Accounting for Derivatives. We utilize foreign currency forward exchange contracts to hedge certain anticipated foreign currency sales transactions. When specific criteria required by relevant accounting standards have been met, changes in fair values of hedge contracts relating to anticipated transactions are recorded in other comprehensive income (“OCI”) rather than net income until the underlying hedged transaction affects net income. By their nature, our estimates of anticipated transactions may fluctuate over time and may ultimately vary from actual transactions. When we determine that the transactions are no longer probable within a certain time-frame, we are required to reclassify the cumulative changes in the fair values of the related hedge contracts from OCI to net income.

Inventory valuation. Inventories are stated at the lower of standard cost, which approximates actual costs, or market, on a first-in, first-out basis. The cost basis of our inventory is reduced for any products that are considered excessive or obsolete based upon assumptions about future demand and market conditions. If actual future demand or market conditions are less favorable than those projected by management, additional inventory write-downs may be required, which could have a material adverse effect on the results of our operations.

Intangible Assets. Our intangible assets include identifiable intangibles and goodwill. Identifiable intangibles include developed technology, patents, distribution rights, customer relationships, and licenses. All of our identifiable intangibles have finite lives. Goodwill and intangible assets with indefinite lives are subject to an annual impairment review (or more frequent if impairment indicators arise) by applying a fair-value based test. There have been no impairments from the analysis required by U.S. GAAP.

Identifiable intangible assets with finite lives are subject to impairment testing and are reviewed for impairment when events or circumstances indicate that the carrying value of an asset is not recoverable and its carrying amount exceeds its fair value. We evaluate the recoverability of the carrying value of these identifiable intangible assets based on estimated undiscounted cash flows to be generated from such assets. If the cash flow estimates or the significant operating assumptions upon which they are based change in the future, we may be required to record additional impairment charges.

The valuation and classification of intangible assets and goodwill and the assignment of useful lives for purposes of amortization involves judgments and the use of estimates. The evaluation of these intangibles and goodwill for impairment under established accounting guidelines is required on a recurring basis. Changes in business conditions could potentially require future adjustments to the assumptions made. When we determine that the useful lives of assets are shorter than we had originally estimated, we accelerate the rate of amortization over the assets' new, shorter useful lives. No impairment charge or accelerated amortization was recorded for the years ended December 31, 2015, 2014, and 2013. A considerable amount of judgment is required in assessing impairment, which includes financial forecasts. If conditions are different from management's current estimates, material write-downs of long-lived assets may be required, which would adversely affect our operating results.

Revenue recognition. Our system sale arrangements contain multiple elements, including system(s), system accessories, instruments, accessories, and system service. We generally deliver all of the elements, other than service, within days of entering into the system sale arrangement. Each of these elements is a separate unit of accounting. System accessories, instruments, accessories, and service are also sold on a stand-alone basis.

For multiple-element arrangements, revenue is allocated to each unit of accounting based on their relative selling prices. Relative selling prices are based first on vendor specific objective evidence of fair value ("VSOE"), then on third-party evidence of selling price ("TPE") when VSOE does not exist, and then on management's best estimate of the selling price ("ESP") when VSOE and TPE do not exist.

Our system sale arrangements generally include a one-year period of free service, and the right for the customer to purchase service annually after that for up to four years at a stated service price. The revenue allocated to the free service period is deferred and recognized ratably over the free service period.

Because we have neither VSOE nor TPE for our systems, the allocation of revenue is based on ESP for the systems sold. The objective of ESP is to determine the price at which we would transact a sale, had the product been sold on a stand-alone basis. We determine ESP for our systems by considering multiple factors, including, but not limited to, features and functionality of the system, geographies, type of customer, and market conditions. We regularly review ESP and maintain internal controls over establishing and updating these estimates.

Accounting for stock options. We account for share-based compensation in accordance with the fair value recognition provisions of U.S. GAAP. We use the Black-Scholes-Merton option-pricing model which requires the input of highly subjective assumptions. These assumptions include estimating the length of time employees will retain their vested stock options before exercising them, the estimated volatility of our common stock price over the expected term, and the number of options that will ultimately not complete their vesting requirements. The assumptions for expected volatility and expected term are the two assumptions that most significantly affect the grant date fair value of stock options. Changes in expected risk-free rate of return do not significantly impact the calculation of fair value, and determining this input is not highly subjective.

We use implied volatility based on freely traded options in the open market, as we believe implied volatility is more reflective of market conditions and a better indicator of expected volatility than historical volatility. In determining the appropriateness of relying on implied volatility, we considered the following:

- the sufficiency of the trading volume of freely traded options;
- the ability to reasonably match the terms, such as the date of the grant and the exercise price of the freely traded options to options granted; and
- the length of the term of the freely traded options used to derive implied volatility.

The expected term represents the weighted-average period that our stock options are expected to be outstanding. The expected term is based on the observed and expected time to exercise. We determine expected term based on historical exercise patterns and our expectation of the time it will take for employees to exercise options still outstanding.

U.S. GAAP requires us to develop an estimate of the number of share-based awards that will be forfeited due to employee turnover. Adjustments in the estimated forfeiture rates can have a significant effect on our reported share-based compensation, as we recognize the cumulative effect of the rate adjustments for all expense amortization in the period the estimated forfeiture rates were adjusted. We estimate and adjust forfeiture rates based on a periodic review of recent forfeiture activity and expected future employee turnover. If a revised forfeiture rate is higher than previously estimated forfeiture rate, we may make an adjustment that will result in a decrease to the expense recognized in the financial statements during the period when the rate was changed. Adjustments in the estimated forfeiture rates could also cause changes in the amount of expense that we recognize in future periods.

Changes in these subjective assumptions can materially affect the estimate of fair value of stock options and, consequently, the related amount of share-based compensation expense recognized on the Consolidated Statements of Income.

Accounting for income taxes. Significant management judgment is required in determining our provision for income taxes, deferred tax assets and liabilities and any valuation allowance recorded against net deferred tax assets in accordance with U.S. GAAP. These estimates and judgments occur in the calculation of tax credits, benefits, and deductions, and in the calculation of certain tax assets and liabilities, which arise from differences in the timing of recognition of revenue and expense for tax and financial statement purposes, as well as the interest and penalties related to uncertain tax positions. Significant changes to these estimates may result in an increase or decrease to our tax provision in the current or subsequent period.

We must assess the likelihood that we will be able to recover our deferred tax assets. If recovery is less than a 50% likelihood, we must increase our provision for taxes by recording a valuation allowance to reduce our deferred tax assets to the amount that is more likely than not to be recoverable. As of December 31, 2015, we believe it is more likely than not that our deferred tax assets ultimately will be recovered with the exception of our California deferred tax assets. We believe that due to the computation of California taxes under the single sales factor, it is more likely than not that our California deferred tax assets will not be realized. Should there be a change in our ability to recover our deferred tax assets, our tax provision would be affected in the period in which such change takes place.

The calculation of our tax liabilities involves dealing with uncertainties in the application of complex tax regulations. We recognize liabilities for uncertain tax positions based on a two-step process. The first step is to evaluate the tax position for recognition by determining if the weight of available evidence indicates that it is more likely than not that the position will be sustained on audit, including resolution of related appeals or litigation processes, if any. If we determine that a tax position will more likely than not be sustained on audit, then the second step requires us to estimate and measure the tax benefit as the largest amount that is more than 50% likely to be realized upon ultimate settlement. It is inherently difficult and subjective to estimate such amounts, as we have to determine the probability of various possible outcomes. We re-evaluate these uncertain tax positions on a quarterly basis. This evaluation is based on factors including, but not limited to, changes in facts or circumstances, changes in tax law, effective settlement of audit issues, and new audit activity. Such a change in recognition or measurement would result in the recognition of a tax benefit or an additional charge to the tax provision.

Accounting for legal contingencies. We are involved in a number of legal proceedings involving product liability, intellectual property, shareholder derivative actions, securities class actions, insurance, employee related, and other matters. We record a liability and related charge to earnings in our consolidated financial statements for legal contingencies when the loss is considered probable and the amount can be reasonably estimated. Our assessment is reevaluated each accounting period and is based on all available information, including discussion with any outside legal counsel that represents us. If a reasonable estimate of a known or probable loss cannot be made, but a range of probable losses can be estimated, the low-end of the range of losses is recognized if no amount within the range is a better estimate than any other. If a loss is reasonably possible, but not probable and can be reasonably estimated, the estimated loss or range of loss is disclosed in the notes to the consolidated financial statements.

When determining the estimated probable loss or range of losses, significant judgment is required to be exercised in order to estimate the amount and timing of the loss to be recorded. Estimates of probable losses resulting from litigation are inherently difficult to make, particularly when the matters are in early procedural stages with incomplete facts and information. The final outcome of legal proceedings is dependent on many variables difficult to predict, and therefore, the ultimate cost to entirely resolve such matters may be materially different than the amount of current estimates. Consequently, new information or changes in judgments and estimates could have a material adverse effect on our business, financial condition, and results of operations or cash flows.

RECENT ACCOUNTING PRONOUNCEMENTS

See “Note 2. Summary of Significant Accounting Policies” of the Notes to Consolidated Financial Statements in “Item 8. Financial Statements and Supplementary Data” for a full description of recent accounting pronouncements including the respective expected dates of adoption and estimated effects, if any on our consolidated financial statements.

ITEM 7A. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

Interest Rate and Market Risk

The primary objective of our investment activities is to preserve principal while at the same time maximizing the income we receive from our investments without significantly increasing risk. To achieve this objective, we maintain our portfolio of cash equivalents and short-term and long-term investments in a variety of high quality securities, including U.S. treasuries and government agencies, corporate debt, money market funds, commercial paper, and taxable or tax exempt municipal bonds. The securities are classified as available-for-sale and consequently are recorded at fair value with unrealized gains or losses reported as a separate component of accumulated other comprehensive income (loss). The weighted-average maturity of our investments as of December 31, 2015 was approximately 1.3 years. If interest rates rise, the market value of our investments may decline, which could result in a realized loss if we are forced to sell an investment before its scheduled maturity. A hypothetical increase

in interest rate by 25 basis points would have resulted in a decrease in the fair value of our net investment position of approximately \$9.7 million as of December 31, 2015. We do not utilize derivative financial instruments to manage our interest rate risks.

The uncertain financial markets have resulted in a tightening in the credit markets, a reduced level of liquidity in many financial markets, and extreme volatility in fixed income and credit markets. The credit ratings of the securities we have invested in could further deteriorate and may have an adverse impact on the carrying value of these investments.

Foreign Exchange Risk

The majority of our revenue, expense, and capital purchasing activities are transacted in U.S. dollars. However, we sell in Euros and British Pounds in those European markets where we have direct distribution channels, as well as in Japanese Yen, and in Korean Won. We operate in a number of markets on a direct sales basis and incur operating expenses in local currencies in Europe, Japan, and South Korea. We also purchase certain product components from non-U.S. suppliers in local currency. As a result, because a portion of our operations consist of sales activities outside of the U.S., we have foreign exchange exposures to non-U.S. dollar revenues, operating expenses, accounts receivable, accounts payable, and foreign currency bank balances.

For the year ended December 31, 2015, sales denominated in foreign currencies (Euro, British Pound, Japanese Yen, and Korean Won) were approximately 19% of total revenue. The objective of our hedging program is to mitigate the impact of changes in currency exchange rates on our net cash flow from foreign currency denominated sales. For the year ended December 31, 2015, our revenue would have decreased by approximately \$21.3 million if the U.S. dollar exchange rate strengthened by 10%. We also hedge the net recognized non-functional currency balance sheet exposures with foreign exchange forward contracts to reduce the risk that our earnings and cash flows will be adversely affected by changes in exchange rates. A 10% strengthening of the U.S. dollar exchange rate against all currencies to which we have exposure, after considering foreign currency hedges and offsetting positions as of December 31, 2015, would have resulted in a less than \$0.1 million decrease in the carrying amounts of those net assets. Actual gains and losses in the future may differ materially from the hypothetical gains and losses discussed above based on changes in the timing and amount of foreign currency exchange rate movements and our actual exposure and hedging transactions. Bank counterparties to foreign exchange forward contracts expose us to credit-related losses in the event of their nonperformance. To mitigate that risk, we only contract with counterparties that meet certain minimum requirements under our counterparty risk assessment process. We monitor ratings and potential downgrades on at least a quarterly basis. Based on our ongoing assessment of counterparty risk, we will adjust our exposure to various counterparties.

Although we sell to distributors outside of the U.S. in U.S. dollars, strengthening of the dollar can impact our distributors' margins and could impact the end customers' ability to purchase our product if our distributors seek to recover the impact of the change in the dollar by increasing product and service prices. Less than 10% of our revenue is conducted through distributors outside the U.S. Strengthening of the dollar relative to non-U.S. currencies could have an adverse impact on our business.

Our operations outside of the U.S. are subject to risks typical of operations outside of the U.S., including, but not limited to, differing economic conditions, changes in political climate, differing tax structures, other regulations and restrictions, and foreign exchange rate volatility.

ITEM 8. FINANCIAL STATEMENTS AND SUPPLEMENTARY DATA

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All other schedules have been omitted because they are not applicable or the required information is shown in the Consolidated Financial Statements or the Notes thereto.

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Board of Directors and Shareholders of Intuitive Surgical, Inc.

In our opinion, the accompanying consolidated balance sheets and the related consolidated statements of income, comprehensive income, stockholders' equity and cash flows present fairly, in all material respects, the financial position of Intuitive Surgical, Inc. and its subsidiaries at December 31, 2015, and December 31, 2014, and the results of their operations and their cash flows for each of the two years in the period ended December 31, 2015, in conformity with accounting principles generally accepted in the United States of America. In addition, in our opinion, the financial statement schedule for the two years ended December 31, 2015, listed in the accompanying index presents fairly, in all material respects, the information set forth therein when read in conjunction with the related consolidated financial statements. Also in our opinion, the Company maintained, in all material respects, effective internal control over financial reporting as of December 31, 2015, based on criteria established in *Internal Control - Integrated Framework* (2013) issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO). The Company's management is responsible for these financial statements and financial statement schedule, for maintaining effective internal control over financial reporting and for its assessment of the effectiveness of internal control over financial reporting, included in Management's Report on Internal Control over Financial Reporting appearing under item 9A. Our responsibility is to express opinions on these financial statements, on the financial statement schedule, and on the Company's internal control over financial reporting based on our integrated audits. We conducted our audits in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the financial statements are free of material misstatement and whether effective internal control over financial reporting was maintained in all material respects. Our audits of the financial statements included examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing the accounting principles used and significant estimates made by management, and evaluating the overall financial statement presentation. Our audit of internal control over financial reporting included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, and testing and evaluating the design and operating effectiveness of internal control based on the assessed risk. Our audits also included performing such other procedures as we considered necessary in the circumstances. We believe that our audits provide a reasonable basis for our opinions.

A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (i) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (ii) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (iii) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

/s/ PricewaterhouseCoopers LLP

San Jose, California
February 2, 2016

REPORT OF ERNST & YOUNG - INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

The Board of Directors and Stockholders of Intuitive Surgical, Inc.

We have audited the accompanying consolidated statements of income, comprehensive income, stockholders' equity, and cash flows of Intuitive Surgical, Inc. for the year ended December 31, 2013. Our audit also included the financial statement schedule listed in the index at Item 15(a). These financial statements and schedule are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements and schedule based on our audits.

We conducted our audit in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects the consolidated results of operations and cash flows for Intuitive Surgical, Inc. for the year ended December 31, 2013, in conformity with U.S. generally accepted accounting principles. Also, in our opinion, the related financial statement schedule, when considered in relation to the basic financial statements taken as a whole, presents fairly in all material respects, the information set forth therein.

/s/ ERNST & YOUNG LLP

San Francisco, California
February 3, 2014

INTUITIVE SURGICAL, INC.
CONSOLIDATED BALANCE SHEETS
(IN MILLIONS, EXCEPT PAR VALUE AMOUNTS)

	December 31,	
	2015	2014
ASSETS		
Current assets:		
Cash and cash equivalents	\$ 714.6	\$ 600.3
Short-term investments	845.2	632.2
Accounts receivable, net of allowances of \$2.1 and \$0.3 at December 31, 2015 and 2014, respectively	394.3	315.1
Inventories	167.9	181.7
Prepays and other current assets	73.5	82.6
Total current assets	2,195.5	1,811.9
Property, plant and equipment, net	432.1	387.4
Long-term investments	1,788.0	1,264.5
Long-term deferred tax assets	167.8	171.3
Intangible and other assets, net	122.8	126.3
Goodwill	201.1	198.0
Total assets	\$ 4,907.3	\$ 3,959.4
LIABILITIES AND STOCKHOLDERS' EQUITY		
Current liabilities:		
Accounts payable	\$ 52.6	\$ 61.6
Accrued compensation and employee benefits	117.3	96.2
Deferred revenue	225.6	216.6
Other accrued liabilities	96.4	126.8
Total current liabilities	491.9	501.2
Other long-term liabilities	95.9	78.8
Total liabilities	587.8	580.0
Commitments and contingencies (Note 7)		
Stockholders' equity:		
Preferred stock, 2.5 shares authorized, \$0.001 par value, issuable in series; no shares issued and outstanding as of December 31, 2015 and December 31, 2014, respectively	—	—
Common stock, 100.0 shares authorized, \$0.001 par value, 37.4 shares and 36.6 shares issued and outstanding as of December 31, 2015 and December 31, 2014, respectively	—	—
Additional paid-in capital	3,429.8	2,896.8
Retained earnings	899.2	487.7
Accumulated other comprehensive loss	(9.5)	(5.1)
Total stockholders' equity	4,319.5	3,379.4
Total liabilities and stockholders' equity	\$ 4,907.3	\$ 3,959.4

See accompanying Notes to Consolidated Financial Statements.

INTUITIVE SURGICAL, INC.
CONSOLIDATED STATEMENTS OF INCOME
(IN MILLIONS, EXCEPT PER SHARE AMOUNTS)

	Years Ended December 31,		
	2015	2014	2013
Revenue:			
Product	\$ 1,919.6	\$ 1,702.7	\$ 1,867.8
Service	464.8	429.0	397.3
Total revenue	2,384.4	2,131.7	2,265.1
Cost of revenue:			
Product	647.2	569.9	543.4
Service	159.3	148.0	127.5
Total cost of revenue	806.5	717.9	670.9
Gross profit	1,577.9	1,413.8	1,594.2
Operating expenses:			
Selling, general and administrative	640.5	691.0	574.0
Research and development	197.4	178.0	167.7
Total operating expenses	837.9	869.0	741.7
Income from operations	740.0	544.8	852.5
Interest and other income, net	18.5	4.2	18.4
Income before taxes	758.5	549.0	870.9
Income tax expense	169.7	130.2	199.9
Net income	\$ 588.8	\$ 418.8	\$ 671.0
Net income per share:			
Basic	\$ 15.87	\$ 11.35	\$ 17.12
Diluted	\$ 15.54	\$ 11.11	\$ 16.73
Shares used in computing net income per share:			
Basic	37.1	36.9	39.2
Diluted	37.9	37.7	40.1

See accompanying Notes to Consolidated Financial Statements.

INTUITIVE SURGICAL, INC.
CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME
(IN MILLIONS)

	Years Ended December 31,		
	2015	2014	2013
Net income	\$ 588.8	\$ 418.8	\$ 671.0
Other comprehensive income (loss):			
Change in foreign currency translation gains (losses)	(1.2)	(2.5)	—
Available-for-sale investments:			
Change in unrealized losses, net of tax	(3.2)	(3.9)	(3.9)
Less: Reclassification adjustment for net gains (losses) on investments recognized during the year, net of tax	(0.8)	2.0	(0.6)
Net change, net of tax effect	(4.0)	(1.9)	(4.5)
Derivative instruments:			
Change in unrealized gains (losses)	7.8	8.6	(1.8)
Less: Reclassification adjustment for gains (losses) on derivative instruments recognized during the year, net of tax	(7.4)	(7.5)	1.8
Net change, net of tax effect	0.4	1.1	—
Employee benefit plans:			
Change in unrealized losses	(0.4)	(4.2)	—
Less: Reclassification adjustment for gains (losses) on employee benefit plans recognized during the year, net of tax	0.8	0.3	—
Net change, net of tax effect	0.4	(3.9)	—
Other comprehensive loss	(4.4)	(7.2)	(4.5)
Total comprehensive income	\$ 584.4	\$ 411.6	\$ 666.5

See accompanying Notes to Consolidated Financial Statements.

INTUITIVE SURGICAL, INC.
CONSOLIDATED STATEMENT OF STOCKHOLDERS' EQUITY
(IN MILLIONS)

	Common Stock		Additional Paid-In Capital	Retained Earnings	Accumulated Other Comprehensive Income (loss)	Total
	Shares	Amount				
Balances at December 31, 2012	40.2	\$ —	\$ 2,240.1	\$ 1,333.4	\$ 6.6	\$ 3,580.1
Issuance of common stock through employee stock plans	0.6		160.6			160.6
Income tax benefit from employee stock plans			34.5			34.5
Share-based compensation expense related to employee stock plans			168.9			168.9
Repurchase and retirement of common stock	(2.6)		(84.2)	(1,025.0)		(1,109.2)
Net income				671.0		671.0
Other comprehensive loss					(4.5)	(4.5)
Balances at December 31, 2013	38.2	\$ —	\$ 2,519.9	\$ 979.4	\$ 2.1	\$ 3,501.4
Issuance of common stock through employee stock plans	0.9		283.6			283.6
Income tax benefit from employee stock plans			13.9			13.9
Share-based compensation expense related to employee stock plans			168.9			168.9
Repurchase and retirement of common stock	(2.5)		(89.5)	(910.5)		(1,000.0)
Net income				418.8		418.8
Other comprehensive loss					(7.2)	(7.2)
Balances at December 31, 2014	36.6	\$ —	\$ 2,896.8	\$ 487.7	\$ (5.1)	\$ 3,379.4
Issuance of common stock through employee stock plans	1.2		361.1			361.1
Income tax benefit from employee stock plans			21.4			21.4
Shares withheld related to net share settlement of equity awards			(1.1)	(9.9)		(11.0)
Share-based compensation expense related to employee stock plans			167.9			167.9
Repurchase and retirement of common stock	(0.4)		(16.3)	(167.4)		(183.7)
Net income				588.8		588.8
Other comprehensive loss					(4.4)	(4.4)
Balances at December 31, 2015	37.4	\$ —	\$ 3,429.8	\$ 899.2	\$ (9.5)	\$ 4,319.5

See accompanying Notes to Consolidated Financial Statements.

INTUITIVE SURGICAL, INC.
CONSOLIDATED STATEMENTS OF CASH FLOWS
(IN MILLIONS)

	Years Ended December 31,		
	2015	2014	2013
Operating activities:			
Net income	\$ 588.8	\$ 418.8	\$ 671.0
Adjustments to reconcile net income to net cash provided by operating activities:			
Depreciation and loss on disposal of property, plant, and equipment, net	65.1	52.0	46.0
Amortization of intangible assets	24.4	22.4	21.3
Loss (gain) on investment, accretion of discounts, and amortization of premiums on investments, net	26.4	33.9	36.8
Deferred income taxes	4.6	(35.0)	(38.5)
Income tax benefits from employee stock plans	21.5	13.9	34.5
Excess tax benefit from employee stock plans	(34.3)	(24.0)	(38.0)
Share-based compensation expense	167.9	168.9	168.9
Changes in operating assets and liabilities, net of effects of acquisition:			
Accounts receivable	(79.2)	(13.7)	68.9
Inventories	(10.7)	(26.8)	(70.0)
Prepays and other assets	(10.5)	(67.6)	(5.0)
Accounts payable	(11.3)	17.7	(8.9)
Accrued compensation and employee benefits	21.5	21.4	(33.3)
Deferred revenue	8.2	19.8	15.2
Other liabilities	(10.5)	63.4	11.1
Net cash provided by operating activities	771.9	665.1	880.0
Investing activities:			
Purchase of investments	(1,827.4)	(1,344.6)	(1,443.7)
Proceeds from sales of investments	233.1	665.9	984.9
Proceeds from maturities of investments	825.8	714.7	822.4
Purchase of property, plant and equipment, intellectual property	(81.0)	(105.6)	(104.6)
Acquisition of business, net of cash acquired	—	(84.3)	—
Net cash provided by (used in) investing activities	(849.5)	(153.9)	259.0
Financing activities:			
Proceeds from issuance of common stock relating to employee stock plans	361.1	283.6	160.6
Excess tax benefit from employee stock plans	34.3	24.0	38.0
Taxes paid related to net share settlement of equity awards	(11.0)	—	—
Repurchase and retirement of common stock	(183.7)	(1,000.0)	(1,109.2)
Other financing activities	(7.3)	—	—
Net cash provided by (used in) financing activities	193.4	(692.4)	(910.6)
Effect of exchange rate changes on cash and cash equivalents	(1.5)	(0.6)	—
Net increase (decrease) in cash and cash equivalents	114.3	(181.8)	228.4
Cash and cash equivalents, beginning of year	600.3	782.1	553.7
Cash and cash equivalents, end of year	\$ 714.6	\$ 600.3	\$ 782.1

See accompanying Notes to Consolidated Financial Statements.

INTUITIVE SURGICAL, INC.
NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS

NOTE 1. DESCRIPTION OF THE BUSINESS

Intuitive Surgical, Inc. designs, manufactures, and markets *da Vinci*[®] Surgical Systems and related instruments and accessories, which taken together, are advanced surgical systems, that the Company believes enable a new generation of surgery. This advanced generation of surgery, which the Company calls *da Vinci* Surgery, combines the benefits of minimally invasive surgery (“MIS”) for patients with the ease of use, precision and dexterity of open surgery. A *da Vinci* Surgical System consists of a surgeon’s console, a patient-side cart and a high performance vision system. The *da Vinci* Surgical System translates a surgeon’s natural hand movements, which are performed on instrument controls at a console, into corresponding micro-movements of instruments positioned inside the patient through small incisions, or ports. The *da Vinci* Surgical System is designed to provide its operating surgeons with intuitive control, range of motion, fine tissue manipulation capability and Three Dimensional (“3-D”), High-Definition (“HD”) vision while simultaneously allowing surgeons to work through the small ports enabled by MIS procedures.

NOTE 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES***Basis of Presentation***

The accompanying Consolidated Financial Statements have been prepared in accordance with U.S. generally accepted accounting principles (“U.S. GAAP”) and include the accounts of the Company and its wholly-owned subsidiaries. All significant inter-company balances and transactions have been eliminated in consolidation.

Use of Estimates

The preparation of financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the amounts reported in the Consolidated Financial Statements and accompanying Notes to the Consolidated Financial Statements. The accounting estimates that require management’s most significant, difficult and subjective judgments include the valuation and recognition of investments, the valuation of the revenue and allowance for sales returns and doubtful accounts, the estimation of hedging transactions, the valuation of inventory, the assessment of recoverability of intangible assets and their estimated useful lives, revenue recognition, the valuation and recognition of share-based compensation, the recognition and measurement of current and deferred income tax assets and liabilities, and the legal contingencies estimate. Actual results could differ materially from these estimates.

Concentrations of Credit Risk and Other Risks and Uncertainties

The carrying amounts for financial instruments consisting of cash and cash equivalents, accounts receivable, accounts payable and accrued liabilities approximate fair value due to their short maturities. Marketable securities and derivative instruments are stated at their estimated fair values, based on quoted market prices for the same or similar instruments. The counterparties to the agreements relating to the Company’s investment securities and derivative instruments consist of various major corporations, financial institutions, municipalities and government agencies of high credit standing.

The Company’s accounts receivable are derived from net revenue to customers and distributors located throughout the world. The Company performs credit evaluations of its customers’ financial condition and, generally, requires no collateral from its customers. The Company provides reserves for potential credit losses but has not experienced significant losses to date. As of December 31, 2015, and 2014, 69% and 64%, respectively, of accounts receivable were from domestic customers. No single customer represented more than 10% of net accounts receivable as of December 31, 2015, and 2014.

During the years ended December 31, 2015, 2014, and 2013, domestic revenue accounted for 71%, 70%, and 72% of total revenue, respectively, while outside of the U.S. revenue accounted for 29%, 30%, and 28%, respectively, of total revenue for each of the years then ended. No single customer represented more than 10% of total revenue for the years ended December 31, 2015, 2014, and 2013.

Cash and Cash Equivalents

The Company considers all highly liquid investments with an original maturity from date of purchase of 90 days or less to be cash equivalents.

Investments

Available-for-sale investments. The Company’s investments consist of U.S. treasury and U.S. government agency securities, taxable and tax exempt municipal notes, corporate notes and bonds, commercial paper, and money market funds. The Company has designated all investments as available-for-sale and therefore, such investments are reported at fair value, with unrealized gains and losses recorded in accumulated other comprehensive income. For securities sold prior to maturity, the cost of securities sold is based on the specific identification method. Realized gains and losses on the sale of investments are recorded in interest

and other income, net in the Consolidated Statements of Income. Investments with original maturities greater than approximately three months and remaining maturities less than one year are classified as short-term investments. Investments with remaining maturities greater than one year are classified as long-term investments.

Other-than-temporary impairment. All of the Company's investments are subject to a periodic impairment review. The Company recognizes an impairment charge when a decline in the fair value of its investments below the cost basis is judged to be other-than-temporary. Factors considered in determining whether a loss is temporary included the extent and length of time the investment's fair value has been lower than its cost basis, the financial condition and near-term prospects of the investee, extent of the loss related to credit of the issuer, the expected cash flows from the security, the Company's intent to sell the security, and whether or not the Company will be required to sell the security prior the expected recovery of the investment's amortized cost basis. During the year ended December 31, 2014, the Company recorded pre-tax other-than-temporary losses of \$8.5 million related to equity investments. No such charges were recorded during the years ended December 31, 2015, and 2013.

Fair Value Measurements

The Company measures the fair value of money market funds, corporate equity securities and certain U.S. Treasury securities based on quoted prices in active markets for identical assets as Level 1 securities. Marketable securities, measured at fair value using Level 2 inputs, are primarily comprised of U.S. and non-U.S. government agencies and corporate debt securities. The Company reviews trading activity and pricing for these investments as of the measurement date. When sufficient quoted pricing for identical securities is not available, the Company uses market pricing and other observable market inputs for similar securities obtained from various third party data providers. These inputs either represent quoted prices for similar assets in active markets or have been derived from observable market data. This approach results in the Level 2 classification of these securities within the fair value hierarchy.

Inventories

Inventories are stated at the lower of standard cost, which approximates actual costs, or market, on a first-in, first-out basis. Inventory costs include direct materials, direct labor, and normal manufacturing overhead. The cost basis of the Company's inventory is reduced for any products that are considered excessive or obsolete based upon assumptions about future demand and market conditions.

Property, Plant and Equipment

Property, plant and equipment are stated at cost, net of accumulated depreciation. Depreciation is computed on a straight-line basis over the estimated useful lives of the assets generally as follows:

	Useful Lives
Building	Up to 30 years
Building improvements	Up to 15 years
Leasehold improvements	Lesser of useful life or term of lease
Equipment and furniture	5 years
Computer equipment	3 years
Enterprise-wide software	Up to 5 years
Purchased software	Lesser of 3 years or life of license

Depreciation expense for the years ended December 31, 2015, 2014, and 2013 was \$61.1 million, \$52.0 million, and \$46.0 million, respectively.

Capitalized Software Costs for Internal Use

Internally developed software primarily includes enterprise-level business software that the Company customizes to meet its specific operational needs. The Company capitalized costs for enhancement of the enterprise resource planning software system and other internal use software of \$14.8 million, \$12.0 million, and \$6.6 million during the years ended December 31, 2015, 2014, and 2013, respectively. Upon being placed in service, these costs are depreciated over an estimated useful life of up to 5 years.

Goodwill and Intangible Assets

Goodwill and intangible assets with indefinite useful lives are not amortized, but are tested for impairment at least annually during the fourth fiscal quarter, or as circumstances indicate their value may no longer be recoverable. Goodwill represents the excess of the purchase price over the fair value of net tangible and identifiable intangible assets. The Company continues to operate in one segment, which is considered to be the sole reporting unit and therefore, goodwill was tested for impairment at the enterprise level. As of December 31, 2015, there has been no impairment of goodwill.

Intangible assets are carried at cost, net of accumulated amortization. The Company does not have intangible assets with indefinite useful lives other than goodwill. Amortization is recorded on a straight-line basis over the intangible assets' useful lives, which range from approximately 1 to 9 years.

Impairment of Long-lived assets

The Company evaluates long-lived assets, which include amortizable intangible and tangible assets, for impairment whenever events or changes in circumstances indicate that the carrying value of long-lived assets may not be recoverable. The Company recognizes such impairment in the event the net book value of such assets exceeds the future undiscounted cash flows attributable to such assets. No material impairment losses were incurred in the periods presented.

Revenue Recognition

The Company's revenue consists of product revenue resulting from the sales of systems, instruments and accessories, and service revenue. The Company recognizes revenue when persuasive evidence of an arrangement exists, delivery has occurred or service has been rendered, the price is fixed or determinable, and collectability is reasonably assured. Revenue is presented net of taxes collected from customers that are remitted to government authorities. The Company generally recognizes revenue at the following points in time:

- *System sales.* For systems sold directly to end customers, revenue is recognized when acceptance occurs, which is deemed to have occurred upon customer acknowledgment of delivery or installation, depending on the terms of the arrangement. For systems sold through distributors, revenue is recognized when title and risk of loss has transferred, which generally occurs at the time of shipment. Distributors do not have price protection rights and the Company's system arrangements generally do not provide a right of return. The *da Vinci* Surgical Systems are delivered with a software component. However, because the software and non-software elements function together to deliver the system's essential functionality, the Company's arrangements are excluded from being accounted for under software revenue recognition guidance.
- *Instruments and accessories.* Revenue from sales of instruments and accessories is generally recognized at the time of shipment. The Company allows its customers in the normal course of business to return unused products for a limited period of time subsequent to initial purchase and records an allowance against revenue recognized based on historical experience.
- *Service.* Service revenue is recognized ratably over the term of the service period. Revenue related to services performed on a time-and-materials basis is recognized when it is earned and billable.

The Company offers its customers the opportunity to trade in their older systems for credit towards the purchase of a newer generation system. The Company generally does not provide specified price trade-in rights or upgrade rights at the time of system purchase. Such trade-in or upgrade transactions are separately negotiated based on the circumstances at the time of the trade-in or upgrade, based on the then fair value of the system, and are generally not based on any pre-existing rights granted by the Company. Accordingly, such trade-ins and upgrades are not considered as separate deliverables in the arrangement for a system sale.

As part of a trade-in transaction, the customer receives a new generation system in exchange for its pre-owned system. The trade-in credit is negotiated at the time of the trade-in and is applied towards the purchase price of the new generation unit. Traded-in systems can be reconditioned and resold. The Company accounts for trade-ins consistent with the guidance in AICPA Technical Practice Aid 5100.01, *Equipment Sales Net of Trade-Ins* ("TPA 5100.01"). The Company applies the accounting guidance by crediting system revenue for the negotiated price of the new generation system, while the difference between (a) the trade-in allowance and (b) the net realizable value of the traded-in system less a normal profit margin is treated as a sales allowance. The value of the traded-in system is determined as the amount, after reconditioning costs are added, that will allow a normal profit margin on the sale of the reconditioned unit to be generated. When there is no market for the traded-in units, no value is assigned. Traded-in units are reported as a component of inventory until reconditioned and resold, or otherwise disposed.

In addition, customers may also have the opportunity to upgrade their systems, for example, by adding a fourth arm to a three-arm system, adding a second surgeon console for use with the *da Vinci Si*TM and *Xi*TM Surgical System. Such upgrades are performed by completing component level upgrades at the customer's site. Upgrade revenue is recognized when the component level upgrades are complete and all revenue recognition criteria are met.

The Company's system sale arrangements contain multiple elements including a system(s), system accessories, instruments, accessories, and system service. The Company generally delivers all of the elements, other than service, within days of entering into the system sale arrangement. Each of these elements is a separate unit of accounting. System accessories, instruments, accessories and service are also sold on a stand-alone basis.

For multiple-element arrangements, revenue is allocated to each unit of accounting based on their relative selling prices. Relative selling prices are based first on vendor specific objective evidence of fair value ("VSOE"), then on third-party evidence of selling price ("TPE") when VSOE does not exist, and then on management's best estimate of the selling price ("ESP") when VSOE and TPE do not exist.

The Company's system sale arrangements generally include a one-year period of free service, and the right for the customer to purchase service annually after that for up to four years at a stated service price. The revenue allocated to the free service period is deferred and recognized ratably over the free service period. Deferred revenue was primarily comprised of deferred revenue related to service contracts for the periods presented.

Because the Company has neither VSOE nor TPE for its systems, the allocation of revenue is based on ESP for the systems sold. The objective of ESP is to determine the price at which the Company would transact a sale, had the product been sold on a stand-alone basis. The Company determines ESP for its systems by considering multiple factors, including, but not limited to, features and functionality of the system, geographies, type of customer, and market conditions. The Company regularly reviews ESP and maintains internal controls over establishing and updating these estimates.

Leases

The Company enters into sales-type lease and operating lease arrangements with certain qualified customers to purchase or rent its systems. Sales-type leases have on average a 5-year term and are usually collateralized by a security interest in the underlying assets. Revenue related to multiple-element arrangements are allocated to lease and non-lease elements based on their relative selling prices as prescribed by the Company's revenue recognition policy. Lease elements generally include a *da Vinci* Surgical System, while non-lease elements generally include service, instruments and accessories. In determining whether a transaction should be classified as a sales-type or operating lease, the Company considers the following terms: (1) whether title of the system transfers automatically or for a nominal fee at the end of the term of the lease, (2) whether the present value of the minimum lease payments are equal to or greater than 90% of the fair market value of the system at the inception of the lease, (3) whether the life of the lease exceeds 75% of the life of the asset, and (4) whether there is an option to purchase the asset at a "bargain price" at the end of the lease term.

The Company generally recognizes revenue from sales-type lease arrangements at the time the system is accepted by the customer, assuming all other revenue recognition criteria have been met. Revenue from sales-type leases is presented as product revenue. Revenue from operating lease arrangements is recognized as earned over the lease term, which is generally on a straight-line basis and is presented as product revenue. Operating lease revenue for the years ended December 31, 2015 and 2014 was \$7.0 million and \$1.3 million, respectively. No operating lease revenue was recognized for the year December 31, 2013.

Allowance for Sales Returns and Doubtful Accounts

The allowance for sales returns is based on the Company's estimates of potential future product returns and other allowances related to current period product revenue. The Company analyzes historical returns, current economic trends, and changes in customer demand and acceptance of the Company's products. The allowance for doubtful accounts is based on the Company's assessment of the collectability of customer accounts. The Company regularly reviews the allowance by considering factors such as historical experience, credit quality, the age of the accounts receivable balances, and current economic conditions that may affect a customer's ability to pay.

Share-Based Compensation

The Company accounts for share-based employee compensation plans using the fair value recognition and measurement provisions under U.S. GAAP. The Company's share-based compensation cost is measured at the grant date, based on the fair value of the award, and is recognized as expense over the requisite service period.

Expected Term: The expected term represents the weighted-average period that the stock options are expected to be outstanding prior to being exercised. The Company determines expected term based on historical exercise patterns and its expectation of the time it will take for employees to exercise options still outstanding.

Expected Volatility: The Company uses market-based implied volatility for purposes of valuing options granted. Market-based implied volatility is derived based on at least one-year traded options on the Company's common stock. The extent to which the Company relies on market-based volatility when valuing options, depend among other things, on the availability of traded options on the Company's stock and the term of such options. Due to sufficient volume of the traded options, the Company used 100% market-based implied volatility to value options granted, which the Company believes is more representative of future stock price trends than historical volatility.

Risk-Free Interest Rate: The risk-free interest rate is based on the U.S. Treasury yield curve in effect at the time of grant for the expected term of the option.

The fair value of restricted stock units is determined based on the closing quoted price of the Company's common stock on the day of the grant. See "Note 9. Share-Based Compensation," for a detailed discussion of the Company's stock plans and share-based compensation expense.

Computation of Net Income per Share

Basic net income per share is computed using the weighted-average number of shares outstanding during the period. Diluted net income per share is computed using the weighted-average number of shares and dilutive potential shares outstanding during the period. Dilutive potential shares primarily consist of employee stock options and restricted stock units.

U.S. GAAP requires that employee equity share options, non-vested shares and similar equity instruments granted by the Company be treated as potential common shares outstanding in computing diluted earnings per share. Diluted shares outstanding include the dilutive effect of equity awards, which is calculated based on the average share price for each fiscal period using the treasury stock method. Under the treasury stock method, the amount the employee must pay for exercising stock options, the amount of compensation cost for future service that the Company has not yet recognized, and the amount of tax benefits that would be recorded in additional-paid-in-capital (“APIC”) when the award becomes deductible are all assumed to be used to repurchase shares.

Research and Development Expenses

Research and development expenses include amortization of purchased intellectual property, costs associated with co-development R&D licensing arrangements, costs of prototypes, salaries, benefits and other headcount related costs, contract and other outside service fees, and facilities and overhead costs.

Foreign Currency and Other Hedging Instruments

For subsidiaries whose local currency is their functional currency, their assets and liabilities are translated into U.S. dollars at exchange rates at the balance sheet date and revenues and expenses are translated using average exchange rates in effect during the period. Gains and losses from foreign currency translation are included in accumulated other comprehensive income (loss) within stockholders’ equity in the Consolidated Balance Sheets. For all non-functional currency account balances, the re-measurement of such balances to the functional currency results in either a foreign exchange gain or loss, which is recorded to interest and other income, net in the Consolidated Statements of Income in the same accounting period that the re-measurement occurred.

The Company uses derivatives to partially offset its business exposure to foreign currency exchange risk. The terms of the Company's derivative contracts are generally twelve months or shorter. The Company typically hedges portions of its forecasted foreign currency exposure associated with revenue and expenses. The Company may also enter into foreign currency forward contracts to offset the foreign currency exchange gains and losses generated by re-measurement of certain assets and liabilities denominated in non-functional currencies. The hedging program is not designated for trading or speculative purposes.

The Company’s accounting policies for these instruments are based on whether the instruments are designated as hedge or non-hedge instruments. The Company records all derivatives on the Consolidated Balance Sheets at fair value. The effective portions of cash flow hedges are recorded in other comprehensive income (loss) (“OCI”) until the hedged item is recognized in earnings. Derivative instruments designated as cash flow hedges are designated as hedges when it is probable the forecasted hedged transaction will not occur in the initially identified time period or within a subsequent two month time period. Gains and losses in OCI associated with such derivative instruments are reclassified immediately into earnings through interest and other income, net. Any subsequent changes in fair value of such derivative instruments also are reflected in current earnings.

Derivatives that are not designated as hedging instruments and the ineffective portions of cash flow hedges are adjusted to fair value through earnings in interest and other income, net.

Income Taxes

Deferred tax assets and liabilities are recognized for the future tax consequences attributable to differences between the financial statement carrying amounts of existing assets and liabilities and their respective tax bases. Deferred tax assets and liabilities are measured using enacted tax rates expected to apply to taxable income in the year in which those temporary differences are expected to be recovered or settled. The effect on deferred tax assets and liabilities of a change in tax rates is recognized in income in the period that includes the enactment date. Valuation allowances are established when necessary to reduce deferred tax assets to the amounts that are expected more likely than not to be realized in the future.

The Company recognizes tax benefits from uncertain tax positions only if it is more likely than not that the tax position will be sustained on examination by the taxing authorities, based on the technical merits of the position. The tax benefits recognized in the financial statements from such positions are then measured based on the largest benefit that has a greater than 50% likelihood of being realized upon ultimate settlement.

Segments

The Company operates in one segment. Management uses one measurement of profitability and does not segregate its business for internal reporting. As of December 31, 2015 and 2014, 88% and 93% of all long-lived assets were in the United States. Revenue

is attributed to a geographic region based on the location of the end customer. For the years ended December 31, 2015, 2014, and 2013, 71%, 70%, and 72%, respectively, of net revenue were generated in the United States.

Legal Contingencies

The Company is involved in a number of legal proceedings involving product liability, intellectual property, shareholder derivative actions, securities class actions, and other matters. A liability and related charge are recorded to earnings in the Company's consolidated financial statements for legal contingencies when the loss is considered probable and the amount can be reasonably estimated. The assessment is reevaluated each accounting period and is based on all available information, including discussion with outside legal counsel. If a reasonable estimate of a known or probable loss cannot be made, but a range of probable losses can be estimated, the low-end of the range of losses is recognized if no amount within the range is a better estimate than any other. If a loss is reasonably possible, but not probable and can be reasonably estimated, the estimated loss or range of loss is disclosed in the notes to the consolidated financial statements. The Company expenses legal fees as incurred.

When determining the estimated probable loss or range of losses, significant judgment is required to be exercised in order to estimate the amount and timing of the loss to be recorded. Estimates of probable losses resulting from litigation are inherently difficult to make, particularly when the matters are in early procedural stages with incomplete facts and information. The final outcome of legal proceedings is dependent on many variables difficult to predict, and therefore, the ultimate cost to entirely resolve such matters may be materially different than the amount of current estimates. Consequently, new information or changes in judgments and estimates could have a material adverse effect on the Company's business, financial condition, and results of operations or cash flows.

Recent Accounting Pronouncements

In May 2014, the Financial Accounting Standards Board ("FASB") issued Accounting Standards Updates ("ASU") No. 2014-09, *Revenue from Contracts with Customers*. The updated standard will replace most existing revenue recognition guidance in U.S. GAAP when it becomes effective and permits the use of either the retrospective or cumulative effect transition method. In August 2015, the FASB issued an update to defer the effective date of this update by one year. The updated standard becomes effective for the Company in the first quarter of fiscal year 2018, but allows the Company to adopt the standard one year earlier if it so chooses. The Company has not yet selected a transition method and is currently evaluating the effect that the updated standard will have on its Consolidated Financial Statements and related disclosures.

In April 2015, the FASB issued ASU No. 2015-05, *Customer's Accounting of Fees Paid in Cloud Computing Arrangement*, guidance on accounting for fees paid in cloud computing arrangements. If a cloud computing arrangement includes a software license, then the customer should account for the software license element of the arrangement consistent with the acquisition of other software licenses. If a cloud computing arrangement does not include a software license, the customer should account for the arrangement as a services contract. All software licenses recognized under this guidance will be accounted for consistent with other licenses of intangible assets. The guidance becomes effective for the Company for the first quarter of fiscal 2016. The guidance is not expected to have a material effect on the Company's Consolidated Financial Statements.

Adopted Accounting Pronouncements

In November 2015, FASB issued ASU No. 2015-17, *Balance Sheet Classification of Deferred Taxes*, requiring all deferred tax assets and liabilities, and any related valuation allowance, to be classified as non-current on the balance sheet. The classification change for all deferred taxes as non-current simplifies entities' processes as it eliminates the need to separately identify the net current and net non-current deferred tax asset or liability in each jurisdiction and allocate valuation allowances. The Company elected to retrospectively adopt this accounting standard in the beginning of our fourth quarter of fiscal 2015.

As a result of the adoption, the Company made the following adjustments to the 2014 balance sheet: a \$35.1 million decrease to current deferred tax assets and total current assets; and a \$35.1 million increase to long-term deferred tax assets.

NOTE 3. FINANCIAL INSTRUMENTS
Cash, Cash Equivalents and Investments

The following tables summarize the Company's cash and available-for-sale securities' amortized cost, gross unrealized gains, gross unrealized losses, and fair value by significant investment category reported as cash and cash equivalents or short-term or long-term investments as of December 31, 2015, and 2014 (in millions):

	Amortized Cost	Gross Unrealized Gains	Gross Unrealized Losses	Fair Value	Reported as:		
					Cash and Cash Equivalents	Short-term Investments	Long-term Investments
December 31, 2015							
Cash	\$ 202.6	\$ —	\$ —	\$ 202.6	\$ 202.6	\$ —	\$ —
Level 1:							
Money market funds	430.6	—	—	430.6	430.6	—	—
U.S. treasuries & corporate equity securities	253.6	—	(1.8)	251.8	50.6	52.4	148.8
Subtotal	684.2	—	(1.8)	682.4	481.2	52.4	148.8
Level 2:							
Commercial paper	76.4	—	—	76.4	3.8	72.6	—
Corporate securities	1,131.0	0.8	(3.0)	1,128.8	—	384.5	744.3
U.S. government agencies	618.5	—	(1.5)	617.0	27.0	194.8	395.2
Non-U.S. government securities	28.8	—	(0.1)	28.7	—	10.3	18.4
Municipal securities	611.9	0.6	(0.6)	611.9	—	130.6	481.3
Subtotal	2,466.6	1.4	(5.2)	2,462.8	30.8	792.8	1,639.2
Total assets measured at fair value	\$ 3,353.4	\$ 1.4	\$ (7.0)	\$ 3,347.8	\$ 714.6	\$ 845.2	\$ 1,788.0

	Amortized Cost	Gross Unrealized Gains	Gross Unrealized Losses	Fair Value	Reported as:		
					Cash and Cash Equivalents	Short-term Investments	Long-term Investments
December 31, 2014							
Cash	\$ 227.7	\$ —	\$ —	\$ 227.7	\$ 227.7	\$ —	\$ —
Level 1:							
Money market funds	324.4	—	—	324.4	324.4	—	—
U.S. treasuries & corporate equity securities	46.1	—	(0.1)	46.0	—	19.3	26.7
Subtotal	370.5	—	(0.1)	370.4	324.4	19.3	26.7
Level 2:							
Commercial paper	120.5	—	—	120.5	48.2	72.3	—
Corporate securities	904.8	1.3	(1.6)	904.5	—	241.7	662.8
U.S. government agencies	446.0	0.3	(0.4)	445.9	—	105.6	340.3
Non-U.S. government securities	42.2	—	(0.1)	42.1	—	26.1	16.0
Municipal securities	385.4	0.7	(0.2)	385.9	—	167.2	218.7
Subtotal	1,898.9	2.3	(2.3)	1,898.9	48.2	612.9	1,237.8
Total assets measured at fair value	\$ 2,497.1	\$ 2.3	\$ (2.4)	\$ 2,497.0	\$ 600.3	\$ 632.2	\$ 1,264.5

There were no transfers between Level 1 and Level 2 measurements during the year ended December 31, 2015, and there were no changes in the valuation techniques used.

The following table summarizes the contractual maturities of the Company's cash equivalents and available-for-sale investments (excluding cash and money market funds), at December 31, 2015 (in millions):

	Amortized Cost	Fair Value
Mature in less than one year	\$ 926.0	\$ 925.7
Mature in one to five years	1,791.9	1,788.0
Total	\$ 2,717.9	\$ 2,713.7

Realized gains and losses, net of tax, were not material for any of the periods presented.

As of December 31, 2015, and 2014, net unrealized losses on investments of \$4.2 million and \$0.2 million, net of tax, respectively, were included in accumulated other comprehensive loss in the accompanying Consolidated Balance Sheets.

The following tables present the breakdown of the available-for-sale investments with unrealized losses at December 31, 2015, and 2014 (in millions):

	Unrealized losses less than 12 months		Unrealized losses 12 months or greater		Total	
	Fair Value	Unrealized Losses	Fair Value	Unrealized Losses	Fair Value	Unrealized Losses
December 31, 2015						
Corporate securities	\$ 869.9	\$ (3.0)	\$ —	\$ —	\$ 869.9	\$ (3.0)
U.S. Treasuries and equity securities	231.2	(1.8)	—	—	231.2	(1.8)
U.S. Government and agency securities	561.7	(1.5)	—	—	561.7	(1.5)
Municipal securities	340.0	(0.6)	—	—	340.0	(0.6)
Non-U.S. government securities	28.7	(0.1)	—	—	28.7	(0.1)
	<u>\$ 2,031.5</u>	<u>\$ (7.0)</u>	<u>\$ —</u>	<u>\$ —</u>	<u>\$ 2,031.5</u>	<u>\$ (7.0)</u>
December 31, 2014						
Corporate securities	\$ 456.7	\$ (1.3)	\$ 16.9	\$ (0.2)	\$ 473.6	\$ (1.5)
U.S. Government and agency securities	239.1	(0.4)	31.8	(0.2)	270.9	(0.6)
Municipal securities	91.3	(0.2)	—	—	91.3	(0.2)
Non-U.S. government securities	20.9	(0.1)	—	—	20.9	(0.1)
	<u>\$ 808.0</u>	<u>\$ (2.0)</u>	<u>\$ 48.7</u>	<u>\$ (0.4)</u>	<u>\$ 856.7</u>	<u>\$ (2.4)</u>

The unrealized losses on the available-for-sale investments are related to corporate securities and government securities. The Company determined these unrealized losses to be temporary. Factors considered in determining whether a loss is temporary included the length of time and extent to which the investment's fair value has been less than the cost basis; the financial condition and near-term prospects of the investee; extent of the loss related to credit of the issuer; the expected cash flows from the security; the Company's intent to sell the security and whether or not the Company will be required to sell the security before the recovery of its amortized cost.

Foreign currency derivative

The objective of the Company's hedging program is to mitigate the impact of changes in currency exchange rates on net cash flow from foreign currency denominated sales, expenses, and intercompany balances and other monetary assets or liabilities denominated in currencies other than the U.S. dollar ("USD"). The derivative assets and liabilities are measured using Level 2 fair value inputs.

Cash Flow Hedges

The Company enters into currency forward contracts as cash flow hedges to hedge certain forecasted revenue transactions denominated in currencies other than the USD, primarily the European Euro ("EUR"), the British Pound ("GBP"), the Japanese Yen ("JPY"), and the Korean Won ("KRW"). The Company also enters into currency forward contracts as cash flow hedges to hedge certain forecasted expense transactions denominated in EUR.

For these derivatives, the Company reports the after-tax gain or loss from the hedge as a component of accumulated other comprehensive income (loss) in stockholders' equity and reclassifies into earnings in the same period in which the hedge transaction affects earnings. The Company reclassified net gains of \$7.2 million and \$7.5 million to revenue related to the hedged revenue transactions for the years ended December 31, 2015, and 2014, respectively, while the net gains/losses reclassified for the year

ended December 31, 2013, were not material. The amounts reclassified to expenses related to the hedged transactions and the ineffective portions of cashflow hedges were not material for the periods presented.

Other Derivatives Not Designated as Hedging Instruments

Other derivatives not designated as hedging instruments consist primarily of forward contracts that the Company uses to hedge intercompany balances and other monetary assets or liabilities denominated in currencies other than the USD, primarily the EUR, GBP, JPY, KRW, and the Swiss Franc (“CHF”).

Derivative instruments used to hedge against balance sheet foreign currency exposures at the end of each period were as follows (in millions):

	Years Ended December 31,		
	2015	2014	2013
Recognized gains (losses) in interest and other income, net	\$ 7.0	\$ 5.7	\$ (3.4)
Foreign exchange gains (losses) related to re-measurement	\$ (7.9)	\$ (6.9)	\$ 3.1

The notional amounts for derivative instruments provide one measure of the transaction volume. Total gross notional amounts (in USD) for derivatives and aggregate gross fair value outstanding at the end of each period were as follows (in millions):

	Derivatives Designated as Hedging Instruments		Derivatives Not Designated as Hedging Instruments	
	December 31, 2015	December 31, 2014	December 31, 2015	December 31, 2014
Notional amounts:				
Forward contracts	\$ 89.1	\$ 7.9	\$ 128.7	\$ 102.1
Gross fair value recorded in:				
Prepaid and other current assets	2.0	1.1	2.6	7.9
Other accrued liabilities	\$ 0.5	\$ —	\$ 0.2	\$ 0.1

NOTE 4. BALANCE SHEET DETAILS AND OTHER FINANCIAL INFORMATION

The following table provides details of the inventories (in millions):

	December 31,	
	2015	2014
Inventories:		
Raw materials	\$ 53.3	\$ 60.0
Work-in-process	10.2	8.7
Finished goods	104.4	113.0
Total inventories	\$ 167.9	\$ 181.7

The following table provides details of the property, plant and equipment, net (in millions):

	December 31,	
	2015	2014
Property, plant and equipment, net:		
Land	\$ 131.7	\$ 131.7
Building and building/leasehold improvements	191.5	159.0
Machinery and equipment	212.6	181.6
Computer and office equipment	35.7	31.3
Capitalized software	84.5	77.9
Construction-in-process	43.2	28.8
Gross property, plant and equipment	699.2	610.3
Less: Accumulated depreciation	(267.1)	(222.9)
Total property, plant and equipment, net	<u>\$ 432.1</u>	<u>\$ 387.4</u>

The following table provides details of the other accrued liabilities—short term (in millions):

	December 31,	
	2015	2014
Other accrued liabilities—short term:		
Taxes payable	\$ 11.4	\$ 7.4
Tolled product liability claims accrued	24.4	49.5
Other accrued liabilities	60.6	69.9
Total other accrued liabilities—short-term	<u>\$ 96.4</u>	<u>\$ 126.8</u>

The following table provides details of the other long-term liabilities balance sheet item (in millions):

	December 31,	
	2015	2014
Other long-term liabilities:		
Income taxes—long term	\$ 74.3	\$ 61.8
Other long-term liabilities	21.6	17.0
Total other long-term liabilities	<u>\$ 95.9</u>	<u>\$ 78.8</u>

Supplemental Cash flow Information

The following table provides supplemental cash flow information (in millions):

	Years Ended December 31,		
	2015	2014	2013
Income taxes paid	\$ 110.3	\$ 176.8	\$ 194.1
Supplemental non-cash investing activities:			
Equipment transfers from inventories to property, plant and equipment	\$ 26.7	\$ 27.2	\$ 13.1

NOTE 5. LEASE RECEIVABLES

Lease receivables relating to sales-type lease arrangements are presented on the Consolidated Balance Sheets as follows (in millions):

	December 31,	
	2015	2014
Gross lease receivables	\$ 67.1	\$ 40.4
Unearned income	(3.4)	(2.2)
Allowance for credit loss	(0.4)	—
Net investment in sales-type leases	63.3	38.2
Reported as:		
Prepays and other current assets	16.1	5.8
Intangible and other assets, net	47.2	32.4
Total, net	<u>\$ 63.3</u>	<u>\$ 38.2</u>

Contractual maturities of gross lease receivables at December 31, 2015, are as follows (in millions):

	Amount
2016	17.6
2017	18.5
2018	17.4
2019	9.5
2020	3.1
Thereafter	1.0
Total	<u>\$ 67.1</u>

NOTE 6. GOODWILL AND INTANGIBLE ASSETS

Goodwill

The Company's gross carrying amount of goodwill was \$201.1 million and \$198.0 million as of December 31, 2015, and 2014, respectively.

Intangibles

The following table summarizes the components of gross intangible asset, accumulated amortization, and net intangible asset balances as of December 31, 2015, and 2014 (in millions):

	December 31, 2015			December 31, 2014		
	Gross Carrying Amount	Accumulated Amortization	Net Carrying Amount	Gross Carrying Amount	Accumulated Amortization	Net Carrying Amount
Patents and developed technology	\$ 159.7	\$ (129.6)	\$ 30.1	\$ 162.1	\$ (116.8)	\$ 45.3
Distribution rights and others	9.2	(8.0)	1.2	12.7	(6.5)	6.2
Customer relationships	28.6	(10.2)	18.4	30.0	(7.4)	22.6
Total intangible assets	<u>\$ 197.5</u>	<u>\$ (147.8)</u>	<u>\$ 49.7</u>	<u>\$ 204.8</u>	<u>\$ (130.7)</u>	<u>\$ 74.1</u>

Amortization expense related to intangible assets was \$24.4 million, \$22.4 million, and \$21.3 million for the years ended December 31, 2015, 2014, and 2013, respectively.

The estimated future amortization expense of intangible assets as of December 31, 2015, is as follows (in millions):

Fiscal Year	Amount
2016	\$ 18.3
2017	12.4
2018	8.6
2019	3.6
2020	3.4
2021 and thereafter	3.4
Total	<u>\$ 49.7</u>

NOTE 7. COMMITMENTS AND CONTINGENCIES**OPERATING LEASES**

The Company leases space for operations in Japan, South Korea, Mexico, United States, and certain other foreign countries. The Company also leases automobiles for certain sales and field service employees. These leases have varying terms up to fifteen years.

Future minimum lease commitments under the Company's operating leases as of December 31, 2015, are as follows (in millions):

<u>Years</u>	<u>Amount</u>
2016	\$ 6.1
2017	3.7
2018	2.9
2019	1.9
2020	1.8
2021 and thereafter	14.8
Total	<u>\$ 31.2</u>

Other commitments include an estimated amount of approximately \$232.3 million relating to the Company's open purchase orders and contractual obligations that occur in the ordinary course of business, including commitments with suppliers, for which we have not received the goods or services.

CONTINGENCIES

The Company is involved in a variety of claims, lawsuits, investigations and proceedings relating to securities laws, product liability, intellectual property, insurance, contract disputes, employee related, and other matters. Certain of these lawsuits and claims are described in further detail below. It is not possible to predict what the outcome of these matters will be and the Company cannot guarantee that any resolution will be reached on commercially reasonable terms, if at all. With the exception of the charges recorded related to the Company's estimate of the probable loss associated with the tolled product liability claims described below, the Company has determined that an estimate of probable losses or range of loss related to material pending or threatened litigation matters cannot be determined as of December 31, 2015. Nevertheless, it is possible that future legal costs (including settlements, judgments, legal fees and other related defense costs) could have a material adverse effect on the Company's business, financial position, or future results of operations.

The Company is also a party to various other legal actions that arise in the ordinary course of business and does not believe that any of these other legal actions will have a material adverse impact on the Company's business, financial position, or future results of operations.

In accordance with U.S. GAAP, the Company records a liability when it is both probable that a liability has been incurred and the amount of the loss can be reasonably estimated. These provisions are reviewed at least quarterly and adjusted to reflect the impact of negotiations, settlements, rulings, advice of legal counsel, and other information and events pertaining to a particular case.

Purported Shareholder Class Action Lawsuits filed April 26, 2013 and May 24, 2013

On April 26, 2013, a purported class action lawsuit entitled *Abrams v. Intuitive Surgical, et al.*, No. 5-13-cv-1920, was filed against a number of the Company's current and former officers and directors in the United States District Court for the Northern District of California. A substantially identical complaint, entitled *Adel v. Intuitive Surgical, et al.*, No. 5:13-cv-02365, was filed in the same court against the same defendants on May 24, 2013. The Adel case was voluntarily dismissed without prejudice on August 20, 2013.

On October 15, 2013, plaintiffs in the Abrams matter filed an amended complaint. The case has since been re-titled *In re Intuitive Surgical Securities Litigation*, No. 5:13-cv-1920. The plaintiffs seek unspecified damages on behalf of a putative class of persons who purchased or otherwise acquired the Company's common stock between February 6, 2012, and July 18, 2013. The amended complaint alleges that the defendants violated federal securities laws by allegedly making false and misleading statements and omitting certain material facts in certain public statements and in the Company's filings with the SEC. On November 18, 2013, the court appointed the Employees' Retirement System of the State of Hawaii as lead plaintiff and appointed lead counsel. The Company filed a motion to dismiss the amended complaint on December 16, 2013, which was granted in part and denied in part on August 21, 2014. The plaintiffs elected not to further amend their complaint. On October 22, 2014, the court granted the Company's motion for leave to file a motion for reconsideration of the court's August 21, 2014, order. The Company filed its motion for reconsideration on November 5, 2014, the plaintiffs filed their opposition on November 19, 2014, and the Company

filed its reply on November 26, 2014. The court denied the motion for reconsideration on December 15, 2014. The case is moving forward on the claims that remain, and discovery is ongoing. The plaintiffs moved for class certification on September 1, 2015, the Company filed its opposition on October 15, 2015, and the plaintiffs filed their reply on November 16, 2015. A hearing on class certification was held on January 21, 2016, and the matter has been submitted to the Court, which has yet to issue a ruling. No trial date has been set. Based on currently available information, the Company does not believe the resolution of this matter will have a material adverse effect on the Company's business, financial position, or future results of operations.

Purported Derivative Actions filed on February 3, 2014, February 21, 2014, March 21, 2014, June 3, 2014, and March 5, 2015

On February 3, 2014, an alleged stockholder, Robert Berg, caused a purported stockholder's derivative lawsuit entitled *Berg v. Guthart et al.*, No. 4:14-CV-00515, to be filed in the United States District Court for the Northern District of California. The lawsuit names the Company as a nominal defendant and names a number of the Company's current and former officers and directors as additional defendants. The lawsuit seeks to recover, on the Company's behalf, unspecified damages purportedly sustained by the Company in connection with allegedly misleading statements and/or omissions made in connection with the Company's financial reporting for the period between 2012 and early 2014. It also seeks a series of changes to the Company's corporate governance policies and an award of attorneys' fees. On April 3, 2014, the case was related to *In re Intuitive Surgical Securities Litigation*. On July 30, 2014, the court granted Berg's motion to be appointed lead plaintiff, denied the City of Birmingham's motion seeking such appointment (see below for additional description), and re-titled the matter *In re Intuitive Surgical, Inc. Shareholder Derivative Litigation*, No. 4:14-CV-00515. On August 13, 2014, the plaintiffs filed a consolidated complaint, making allegations substantially similar to the allegations in the original complaint. On September 12, 2014, the Company filed a motion to dismiss the consolidated complaint. The plaintiff filed an opposition on October 9, 2014, and the Company filed its reply on October 30, 2014. The court denied the motion to dismiss on November 16, 2015, and the case is moving forward. Discovery is ongoing and no trial date has been set. Based on currently available information, the Company does not believe the resolution of this matter will have a material adverse effect on the Company's business, financial position or future results of operations.

On February 21, 2014, a second alleged stockholder caused a substantially similar purported stockholder's derivative lawsuit entitled *Public School Teachers' Pension and Retirement Fund of Chicago v. Guthart et al.*, No. CIV 526930, to be filed in the Superior Court of the State of California, County of San Mateo, against the same parties and seeking the same relief. On March 26, 2014, the case was removed to the United States District Court for the Northern District of California, where it was related to *In re Intuitive Surgical Securities Litigation* and *Berg v. Guthart* on April 30, 2014. The district court remanded the case back to San Mateo County Superior Court on June 30, 2014. On August 28, 2014, the Company filed a motion seeking to stay the state case in favor of the federal action and asking that the plaintiff be required to post a bond on the grounds that the action was duplicative and was not in the Company's best interests. On November 13, 2014, the superior court entered an order denying in part the Company's motion to stay and denying the Company's request for plaintiff's bond. On November 18, 2014, the Company petitioned the First Appellate District of the California, Court of Appeal for a writ of mandate directing the superior court to stay the case in its entirety. At the same time, the Company requested an immediate stay of proceedings pending resolution of the petition. On November 19, 2014, the court of appeal granted the Company's request for an immediate stay of the proceedings and set a briefing schedule for the petition. The plaintiff filed its opposition to the petition on December 8, 2014, and the Company filed its reply on December 22, 2014. The petition was denied on January 8, 2015. On January 20, 2015, the Company demurred (moved to dismiss) the complaint. The plaintiff filed its opposition to the demurrer on February 10, 2015, and the Company filed its reply on February 20, 2015. A hearing was held on February 27, 2015, and the court overruled the demurrer on March 27, 2015. The court's order was entered on April 2, 2015, and the case is moving forward. On June 19, 2015, the Company moved for summary judgment, and a hearing on the Company's motion was set for September 4, 2015. On July 6, 2015, the court amended the case schedule, and the Company withdrew its motion for summary judgment. The court later amended the case schedule again, and trial is currently set for June 6, 2016. The Company plans to file a motion for summary judgment in advance of this date. Based on currently available information, the Company does not believe the resolution of this matter will have a material adverse effect on the Company's business, financial position, or future results of operations.

On March 21, 2014, a third alleged stockholder caused a substantially similar purported stockholder's derivative lawsuit entitled *City of Birmingham Relief and Retirement System v. Guthart et al.*, No. 5-14-CV-01307, to be filed in the United States District Court for the Northern District of California against the same parties and seeking the same relief. On April 8, 2014, the lawsuit was related to *In re Intuitive Surgical Securities Litigation* and *Berg v. Guthart*. On July 30, 2014, the court consolidated the case with *Berg v. Guthart* and, as noted above, granted Berg's motion to be appointed lead plaintiff and denied the City of Birmingham's motion seeking such appointment. Based on currently available information, the Company does not believe the resolution of this matter will have a material adverse effect on the Company's business, financial position, or future results of operations.

On June 3, 2014, a fourth alleged stockholder caused a substantially similar purported stockholder's derivative lawsuit entitled *City of Plantation Police Officers' Employees' Retirement System v. Guthart et al.*, C.A. No. 9726-CB, to be filed in the Court of

Chancery of the State of Delaware. The Company filed a motion to stay proceedings in favor of the earlier-filed stockholder derivative lawsuits pending in federal and state courts in California. In light of the Company's motion, the plaintiff agreed to a stay of all proceedings in the case in favor of the earlier-filed actions. Based on currently available information, the Company does not believe the resolution of this matter will have a material adverse effect on the Company's business, financial position, or future results of operations.

On March 5, 2015, a fifth alleged stockholder caused a substantially similar purported stockholder's derivative lawsuit entitled *Back v. Guthart et al.*, No. 3:15-CV-01037, to be filed in the United States District Court for the Northern District of California. On April 7, 2015, the lawsuit was related to *In re Intuitive Surgical Securities Litigation* and *Berg v. Guthart*. The Company filed a motion to dismiss the complaint on July 10, 2015. On August 13, 2015, the parties stipulated to a complete stay of the matter and the court entered an order reflecting the stay on August 17, 2015. Based on currently available information, the Company does not believe the resolution of this matter will have a material adverse effect on the Company's business, financial position, or future results of operations.

Product Liability Litigation

The Company is currently named as a defendant in approximately 92 individual product liability lawsuits filed in various state and federal courts by plaintiffs who allege that they or a family member underwent surgical procedures that utilized the *da Vinci* Surgical System and sustained a variety of personal injuries and, in some cases, death as a result of such surgery. The Company has also received a large number of product liability claims from plaintiffs' attorneys, many of which are subject to certain tolling agreements further discussed below. The Company has also been named as a defendant in a multi-plaintiff lawsuit filed in Missouri state court. On December 21, 2015, plaintiffs in the Missouri action amended their complaint to add 10 additional plaintiffs. In total, plaintiffs seek damages on behalf of 55 patients who had *da Vinci* Surgeries in 22 different states.

The cases raise a variety of allegations including, to varying degrees, that plaintiffs' injuries resulted from purported defects in the *da Vinci* Surgical System and/or failure on the Company's part to provide adequate training resources to the healthcare professionals who performed plaintiffs' surgeries. The cases further allege that the Company failed to adequately disclose and/or misrepresented the potential risks and/or benefits of the *da Vinci* Surgical System. Plaintiffs also assert a variety of causes of action, including for example, strict liability based on purported design defects, negligence, fraud, breach of express and implied warranties, unjust enrichment, and loss of consortium. Plaintiffs seek recovery for alleged personal injuries and, in many cases, punitive damages. The Company has reached confidential settlements in many of the filed cases. With certain exceptions, including the *Taylor* case described below, the remaining filed cases generally are in the early stages of pretrial activity.

Plaintiffs' attorneys have also engaged in well-funded national advertising efforts seeking patients dissatisfied with *da Vinci* Surgery. The Company has received a significant number of claims from plaintiffs' attorneys that it believes are a result of these advertising efforts. A substantial number of such claims relate to alleged complications from surgeries performed with certain versions of Monopolar Curved Scissor ("MCS") instruments which included an MCS tip cover accessory that was the subject of a market withdrawal in 2012 and MCS instruments that were the subject of a recall in 2013. In an effort to avoid the expense and distraction of defending multiple lawsuits, the Company entered into tolling agreements to pause the applicable statutes of limitations for these claims and engaged in confidential mediation efforts.

After an extended confidential mediation process with legal counsel for many of the claimants covered by the tolling agreements, the Company determined during the first quarter of 2014 that, while it denies any and all liability, in light of the costs and risks of litigation, settlement of certain claims was appropriate. During the year ended December 31, 2015 and 2014, the Company recorded pre-tax charges of \$13.8 million and \$82.4 million, respectively, to reflect the estimated cost of settling a number of the product liability claims covered by the tolling agreements.

The Company's estimate of the anticipated cost of resolving these claims is based on negotiations with attorneys for claimants who have participated in the mediation process. Nonetheless, it is possible that more claims will be made by additional individuals and that the claimants whose claims were not resolved through the mediation program, as well as those claimants who have not participated in mediations, will choose to pursue greater amounts in a court of law. Consequently, the final outcome of these claims is dependent on many variables that are difficult to predict and the ultimate cost associated with these product liability claims may be materially different than the amount of the current estimate and accruals and could have a material adverse effect on the Company's business, financial position, and future results of operations. Although there is a reasonable possibility that a loss in excess of the amount recognized exists, the Company is unable to estimate the possible loss or range of loss in excess of the amount recognized at this time. As of December 31, 2015, and 2014, a total of \$24.4 million and \$49.5 million, respectively, were included in other accrued liabilities in the accompanying Consolidated Balance Sheets related to the tolled product liability claims.

In February 2011, the Company was named as a defendant in a product liability action that had originally been filed in Washington State Superior Court for Kitsap County against the healthcare providers and hospital involved in a decedent's surgery (Josette Taylor, as Personal Representative of the Estate of Fred E. Taylor, deceased; and on behalf of the Estate of Fred E. Taylor v. Intuitive Surgical, Inc., No. 09-2-03136-5). In *Taylor*, plaintiff asserted wrongful death and product liability claims against the

Company, generally alleging that the decedent died four years after surgery as a result of injuries purportedly suffered during the surgery, which was conducted with the use of the *da Vinci* Surgical System. The plaintiff in *Taylor* asserted that such injuries were caused, in whole or in part, by the Company's purported failure to properly train, warn, and instruct the surgeon. The lawsuit sought unspecified damages for past medical expenses, pain and suffering, loss of consortium as well as punitive damages. A trial commenced in the action on April 15, 2013. On May 23, 2013, the jury returned a defense verdict, finding that the Company was not negligent. Judgment was entered in the Company's favor on June 7, 2013. Subsequent to the verdict, the plaintiff filed a notice of appeal. That appeal was denied on July 7, 2015. On July 27, 2015, plaintiff filed a motion for reconsideration with the Court of Appeal; the Court of Appeal denied the motion for reconsideration on August 10, 2015. On September 9, 2015, plaintiff filed a Petition for Review with the Washington State Supreme Court. The Company filed an Answer to the Petition for Review on October 21, 2015. As of the date of this filing, the Petition for Review remains pending.

Insurance Litigation

In October 2013, the Company was named as a defendant in an insurance action entitled *Illinois Union Insurance Co. v. Intuitive Surgical, Inc.*, No. 3:13-cv-04863-JST, filed in the United States District Court for the Northern District of California. Plaintiff Illinois Union Insurance Co. seeks to rescind the Life Sciences Products-Completed Operations Liability Policy issued by plaintiff to the Company, which provides coverage for products liability claims first made against the Company during the policy period March 1, 2013, to March 1, 2014. In December 2013, the Company was named as a defendant in another insurance action entitled *Navigators Specialty Insurance Co. v. Intuitive Surgical, Inc.*, No. 5:13-cv-05801-HRL, also filed in the Northern District of California. Plaintiff Navigators Insurance Co. alleges that the Follow Form Excess Liability Insurance Policy issued by plaintiff to the Company for product liability claims first made against the Company during the policy period March 1, 2013, to March 1, 2014, should be rescinded. These cases have been consolidated under docket number 3:13-cf-04863. Both plaintiffs generally allege that the Company did not disclose the existence of tolling agreements or the number of claimants incorporated within those agreements, and allege that those agreements were material to plaintiffs' underwriting processes. On October 20, 2015, the Company filed a complaint alleging breach of contract and bad faith against Defendants Illinois Union Insurance Company and Navigators Specialty Insurance Company in an action entitled *Intuitive Surgical Inc. v. Illinois Union Insurance Co., et al.*, No. 5:15-cv-4834, based on Illinois Union's and Navigators' failure to indemnify the Company for insured losses incurred in the defense and settlement of certain products liability claims made against the Company during the insurance policy period March 1, 2013 to March 1, 2014. The Company's breach of contract and bad faith action against the insurers has been consolidated with the insurers' rescission actions for all purposes except trial, leaving open for a later date as to whether the cases will be consolidated for trial as well. Both Illinois Union and Navigators have moved to dismiss the Company's complaint in that action. Based on currently available information, the Company does not believe the resolution of these matters will have a material adverse effect on the Company's business, financial position, or future results of operations.

On March 3, 2015, the Company filed a cross-complaint for breach of contract and declaratory judgment against Ironshore Specialty Insurance Co. based on Ironshore's failure to indemnify the Company for insured losses incurred in the defense and settlement of certain products liability claims brought against the Company involving the *da Vinci* Surgical System. On April 14, 2015, Ironshore filed an answer and counterclaim denying the allegations of the Company's cross-complaint and asserting counterclaims against the Company for declaratory judgment and breach of contract. Ironshore and the Company reached a settlement that resolves completely the Company's cross-complaint against Ironshore and Ironshore's counterclaim against Intuitive and, on December 28, 2015, the Court dismissed the claims between the Company and Ironshore with prejudice. The settlement did not have a material effect on the Company's Consolidated Financial Statements.

NOTE 8. STOCKHOLDERS' EQUITY

STOCK REPURCHASE PROGRAM

The Company's Board of Directors (the "Board") has authorized an aggregate of \$4.0 billion of funding for the Company's common stock repurchase program (the "Repurchase Program") since originally established in March 2009, of which the most recent authorization occurred in January 2015 when the Board increased the authorization for stock repurchase by \$1.0 billion. As of December 31, 2015, the remaining amount of share repurchases authorized by the Board was approximately \$816.3 million under the Repurchase Program. The \$183.7 million of share repurchases for the year December 31, 2015, were repurchased in the open market.

The following table provides the stock repurchase activities during the years ended December 31, 2015, 2014, and 2013 (in millions, except per share amounts):

	Years Ended December 31,		
	2015	2014	2013
Shares repurchased	0.4	2.5	2.6
Average price per share	\$ 502.23	\$ 397.52	\$ 429.09
Value of shares repurchased	\$ 183.7	\$ 1,000.0	\$ 1,109.2

The Company uses the par value method of accounting for its stock repurchases. As a result of the share repurchases during the years ended December 31, 2015, 2014, and 2013, the Company reduced common stock and additional paid-in capital by an aggregate of \$16.3 million, \$89.5 million, and \$84.2 million, respectively, and charged \$167.4 million, \$910.5 million, \$1,025.0 million, respectively, to retained earnings.

ACCUMULATED OTHER COMPREHENSIVE INCOME (LOSS)

The components of accumulated other comprehensive income (loss) net of tax, for the years ended December 31, 2015, and 2014 are as follows (in millions):

	Year Ended December 31, 2015				
	Gains (Losses) on Hedge Instruments	Unrealized Gains (Losses) on Available-for-Sale Securities	Foreign Currency Translation Gains (Losses)	Employee Benefit Plans	Total
Beginning balance	\$ 1.1	\$ (0.2)	\$ (2.1)	\$ (3.9)	\$ (5.1)
Other comprehensive income before reclassifications	7.8	(3.2)	(1.2)	(0.4)	3.0
Reclassified from accumulated other comprehensive income (loss)	(7.4)	(0.8)	—	0.8	(7.4)
Net current-period other comprehensive income (loss)	0.4	(4.0)	(1.2)	0.4	(4.4)
Ending balance	\$ 1.5	\$ (4.2)	\$ (3.3)	\$ (3.5)	\$ (9.5)

	Year Ended December 31, 2014				
	Gains (Losses) on Hedge Instruments	Unrealized Gains (Losses) on Available-for-Sale Securities	Foreign Currency Translation Gains (Losses)	Employee Benefit Plans	Total
Beginning balance	\$ —	\$ 1.7	\$ 0.4	\$ —	\$ 2.1
Other comprehensive income before reclassifications	8.6	(3.9)	(2.5)	(4.2)	(2.0)
Reclassified from accumulated other comprehensive income (loss)	(7.5)	2.0	—	0.3	(5.2)
Net current-period other comprehensive income (loss)	1.1	(1.9)	(2.5)	(3.9)	(7.2)
Ending balance	\$ 1.1	\$ (0.2)	\$ (2.1)	\$ (3.9)	\$ (5.1)

NOTE 9. SHARE-BASED COMPENSATION

Stock Plans

2010 Incentive Award Plan

In April 2010, the Company's stockholders approved the 2010 Incentive Award Plan ("2010 Plan"). Under this plan, the Company issues nonqualified stock options ("NSOs") and restricted stock units ("RSUs") to employees and certain consultants. The 2010 Plan generally permits NSOs to be granted at no less than the fair market value of the common stock on the date of grant, with terms of 10 years from the date of grant. The 2010 Plan expires in 2020. In April 2015, the Company's stockholders approved an amended and restated 2010 Plan to provide for an increase in the number of shares of common stock reserved for issuance from 4,850,000 to 6,250,000. As of December 31, 2015, approximately 1.8 million shares were reserved for future issuance under the 2010 Plan.

2009 Employment Commencement Incentive Plan

In October 2009, the Board of Directors adopted the 2009 Employment Commencement Incentive Plan (“New Hire Plan”). The New Hire Plan provides for the shares to be used exclusively for the grant of RSUs and NSOs to new employees (“New Hire Options”), who were not previously employees or non-employee directors of the Company. The Compensation Committee approves all equity awards under the New Hire Plan, which are granted to newly-hired employees once a month on the fifth business day of each month after their hire. Options are granted at an exercise price not less than the fair market value of the stock on the date of grant and have a term not to exceed 10 years.

In April 2015, the Board of Directors amended and restated the New Hire Plan to provide for an increase in the number of shares of common stock authorized for issuance pursuant to awards granted under the New Hire Plan from 1,155,000 to 1,455,000. As of December 31, 2015, approximately 0.3 million shares were reserved for future issuance under the New Hire Plan.

2000 Equity Incentive Plan

In March 2000, the Board of Directors adopted the 2000 Equity Incentive Plan (“2000 Plan”), which took effect upon the closing of the Company’s initial public offering. Under this plan, certain employees, consultants and non-employee directors could be granted Incentive Stock Options (“ISOs”) and Nonstatutory Stock Options (“NSOs”) to purchase shares of the Company’s common stock. The 2000 Plan permitted ISOs to be granted at an exercise price not less than the fair value on the date of the grant and NSOs at an exercise price not less than 85% of the fair value on the date of grant. Options granted under the 2000 Plan generally expire 10 years from the date of grant and become exercisable upon grant subject to repurchase rights in favor of the Company until vested. The 2000 Plan expired in March 2010. However, options granted prior to the plan’s expiration continue to remain outstanding until their original expiration date.

Employee Option Vesting

Prior to 2012, annual stock options were granted to employees on February 15 of each year or the next business day if the date was not a business day (“Annual Grant”). The grants generally vested 6/48 upon completion of 6 months service and 1/48 per month thereafter. Beginning in 2013, the Company split the annual grant into a grant on February 15 (or the next business day if the date is not a business day) and a separate grant on August 15 (or the next business day if the date is not a business day). The February 15 grants vest 6/48 upon completion of 6 months service and 1/48 per month thereafter. The August 15 stock option grants vest 7/48 at the end of one month and 1/48 per month thereafter through a 3.5 year vesting period.

Prior to 2014, New Hire Options generally vested 6/48 upon completion of 6 months service and 1/48 per month thereafter. Beginning in 2014, New Hire Options generally vest 12/48 upon completion of one year service and 1/48 per month thereafter. Option vesting terms are determined by the Board of Directors and, in the future, may vary from past practices.

2000 Non-Employee Directors’ Stock Option Plan

In March 2000, the Board of Directors adopted the 2000 Non-Employee Directors’ Stock Option Plan (the “Directors’ Plan”). In October 2009, the automatic evergreen increase provisions were eliminated so that no further automatic increases will be made to the number of shares reserved for issuance under the Directors’ Plan. In addition, the common stock authorized for issuance under the Directors’ Plan was reduced to 150,000. Beginning in 2014, equity awards granted to non-employee directors include a mix of stock options and RSUs. Options are granted at an exercise price not less than the fair market value of the stock on the date of grant and have a term not to exceed 10 years. Initial stock option grants are vested over a three-year period with 12/36 of the shares vesting after one year from the date of grant and 1/36 of the shares vesting monthly thereafter. Annual stock option grants are vested one year from the date of the grant. Initial RSU grants are vested in one-third increments over a three-year period while annual RSU grants are vested one year from the date of grant. As of December 31, 2015, approximately 51,000 shares were reserved for future issuance under the Directors’ Plan.

2000 Employee Stock Purchase Plan

In March 2000, the Board of Directors adopted the 2000 Employee Stock Purchase Plan (the “ESPP”). Employees are generally eligible to participate in the ESPP if they are customarily employed by the Company for more than 20 hours per week and more than 5 months in a calendar year and are not 5% stockholders of the Company. Under the ESPP, eligible employees may select a rate of payroll deduction up to 15% of their eligible compensation subject to certain maximum purchase limitations. The duration for each offering period is 24 months and is divided into four purchase periods of approximately six months in length. Offerings are concurrent. The purchase price of the shares under the offering is the lesser of 85% of the fair market value of the shares on the offering date or 85% of the fair market value of the shares on the purchase date. A two-year look-back feature in the ESPP causes the offering period to reset if the fair value of the Company’s common stock on the first or last day of the purchase period is less than that on the original offering date. ESPP purchases by employees are settled with newly-issued common stock from the ESPP’s previously authorized and available pool of shares.

The Company issued 0.1 million, 0.1 million and 0.1 million shares under the ESPP, representing approximately \$31.2 million, \$29.4 million, and \$28.8 million in employee contributions for the years ended December 31, 2015, 2014, and 2013, respectively. As of December 31, 2015, there were approximately 0.2 million shares reserved for grant under the ESPP.

Restricted Stock Units

Beginning in 2014, equity awards granted to employees include a mix of stock options and RSUs. The RSUs vest in 1/4 increments annually over a four-year period. The number of shares issued on the date the RSUs vest is net of the minimum statutory tax withholdings, which are paid in cash to the appropriate taxing authorities on behalf of the Company's employees.

Stock Option Information

Option activity during fiscal 2015 under all the stock plans was as follows (in millions, except per share amounts):

	Stock Options Outstanding	
	Number Outstanding	Weighted Average Exercise Price Per Share
Balance at December 31, 2014	5.0	\$ 395.86
Options granted	0.4	\$ 519.41
Options exercised	(1.0)	\$ 323.93
Options forfeited/expired	(0.2)	\$ 497.01
Balance at December 31, 2015	4.2	\$ 421.00

The aggregate intrinsic value of stock options exercised under our stock plans determined as of the date of option exercise was \$196.5 million, \$146.2 million, and \$130.2 million during the years ended December 31, 2015, 2014, and 2013, respectively. Cash received from option exercises and employee stock purchase plans for the years ended December 31, 2015, 2014, and 2013 was \$361.1 million, \$283.6 million, and \$160.6 million, respectively.

The following table summarizes significant ranges of outstanding and exercisable options as of December 31, 2015 (number of shares in millions):

Range of Exercise Prices	Options Outstanding				Options Exercisable			
	Number of Shares	Weighted Average Remaining Contractual Life	Weighted Average Exercise Price Per Share	Aggregate Intrinsic Value (1)	Number of Shares	Weighted Average Remaining Contractual Life	Weighted Average Exercise Price Per Share	Aggregate Intrinsic Value (1)
\$95.89 - \$334.30	0.9	3.15	\$ 245.41		0.9		\$ 245.41	
\$341.19 - \$383.73	0.9	6.27	\$ 362.77		0.7		\$ 358.37	
\$384.90 - \$505.23	1.1	7.41	\$ 471.25		0.7		\$ 480.12	
\$508.25 - \$551.39	0.8	7.85	\$ 520.51		0.5		\$ 519.38	
\$553.40 - \$579.24	0.5	6.95	\$ 569.08		0.3		\$ 569.19	
Total	4.2	6.29	\$ 421.00	\$ 531.5	3.1	5.60	\$ 400.63	\$ 459.8

(1) The aggregate intrinsic value represents the total pre-tax intrinsic value, based on the Company's closing stock price of \$546.16 at December 31, 2015, which would have been received by the option holders had all in-the-money option holders exercised their options as of that date.

As of December 31, 2015, a total of 4.1 million shares of stock options vested and expected to vest had a weighted average remaining contractual life of 6.2 years, an aggregate intrinsic value of \$525.5 million, and a weighted average exercise price of \$419.49.

Restricted Stock Units Information

RSU activity for the year ended December 31, 2015, was as follows (in millions, except per share amounts):

	Shares	Weighted Average Grant Date Fair Value
Unvested balance at December 31, 2014	0.2	\$ 441.07
Granted	0.3	\$ 511.92
Vested	(0.1)	\$ 438.75
Canceled	0.0	\$ 483.21
Unvested balance at December 31, 2015	0.4	\$ 485.55

As of December 31, 2015, 0.4 million shares of RSUs were expected to vest with an aggregate intrinsic value of \$194.3 million. During the year ended December 31, 2015, approximately 36,000 RSUs were canceled and approximately 58,000 RSUs vested with an aggregate vesting date fair value of \$29.5 million.

Share-Based Compensation Expense

The following table summarizes share-based compensation expense (in millions):

	Years Ended December 31,		
	2015	2014	2013
Cost of sales—products	\$ 22.8	\$ 19.1	\$ 17.6
Cost of sales—services	12.9	13.5	12.7
Total cost of sales	35.7	32.6	30.3
Selling, general and administrative	94.7	99.0	101.4
Research and development	37.7	37.5	37.2
Share-based compensation expense before income taxes	168.1	169.1	168.9
Income tax effect	51.8	53.5	58.5
Share-based compensation expense after income taxes	\$ 116.3	\$ 115.6	\$ 110.4

The Black-Scholes option pricing model is used to estimate the fair value of stock options granted under the Company's share-based compensation plans and rights to acquire stock granted under the Company's employee stock purchase plan. The weighted average estimated fair values of stock options, the rights to acquire stock granted, and the weighted average assumptions used in calculating those fair values during the years ended December 31, 2015, 2014, and 2013, were as follows:

	Years Ended December 31,		
	2015	2014	2013
STOCK OPTION PLANS			
Risk free interest rate	1.6%	1.5%	1.2%
Expected term (years)	4.3	4.3	4.5
Volatility	28%	31%	30%
Fair value at grant date	\$ 131.47	\$ 122.39	\$ 126.50
EMPLOYEE STOCK PURCHASE PLAN			
Risk free interest rate	0.4%	0.2%	0.2%
Expected term (years)	1.2	1.2	1.3
Volatility	31%	33%	34%
Fair value at grant date	\$ 146.72	\$ 124.60	\$ 153.33

As share-based compensation expense recognized in the Consolidated Statements of Income during the years ended December 31, 2015, 2014, and 2013, is based on awards ultimately expected to vest, it has been reduced for estimated forfeitures. Share-based compensation accounting requires forfeitures to be estimated at the time of grant and revised, if necessary, in subsequent periods if actual forfeitures differ from those estimated.

As of December 31, 2015, there were a total of \$115.8 million, \$127.8 million, and \$12.9 million, of total unrecognized compensation expense related to unvested stock options, restricted stock units, and employee stock purchases, respectively. The unrecognized compensation expense is expected to be recognized over a weighted average period of 2.1 years for unvested stock options, 2.8 years for unvested restricted stock units, and 1.5 years for rights granted to acquire stock under the ESPP.

Excess tax benefits are realized tax deductions for exercised options and vested RSUs in excess of the deferred tax assets attributable to share-based compensation expense for such equity awards. Excess tax benefits of \$34.3 million, \$24.0 million, and \$38.0 million for the years ended December 31, 2015, 2014, and 2013, respectively, have been classified as a financing cash

inflow. The total income tax benefit recognized in the consolidated statements of income for share-based compensation expense was \$51.8 million, \$53.5 million, and \$58.5 million for the years ended December 31, 2015, 2014, and 2013, respectively.

NOTE 10. INCOME TAXES

Income before provision for income taxes for the years ended December 31, 2015, 2014, and 2013 consisted of the following (in millions):

	Years Ended December 31,		
	2015	2014	2013
U.S.	\$ 425.1	\$ 353.0	\$ 612.5
Foreign	333.4	196.0	258.4
Total income before provision for income taxes	\$ 758.5	\$ 549.0	\$ 870.9

The provision for income taxes for the years ended December 31, 2015, 2014, and 2013 consisted of the following (in millions):

	Years Ended December 31,		
	2015	2014	2013
Current			
Federal	\$ 148.7	\$ 150.5	\$ 216.8
State	8.4	7.0	17.4
Foreign	7.6	7.5	4.3
	\$ 164.7	\$ 165.0	\$ 238.5
Deferred			
Federal	\$ 7.5	\$ (30.9)	\$ (36.2)
State	0.5	(0.6)	(1.9)
Foreign	(3.0)	(3.3)	(0.5)
	\$ 5.0	\$ (34.8)	\$ (38.6)
Total income tax expense	\$ 169.7	\$ 130.2	\$ 199.9

Income tax expense differs from amounts computed by applying the statutory rate of 35% for the years ended December 31, 2015, 2014, and 2013 as a result of the following (in millions):

	Years Ended December 31,		
	2015	2014	2013
Federal tax at statutory rate	\$ 265.5	\$ 192.2	\$ 304.8
Increase (reduction) in tax resulting from:			
State taxes, net of federal benefits	8.9	6.4	15.5
Foreign rate differential	(67.4)	(47.4)	(73.6)
Research and development credit	(6.4)	(5.0)	(12.2)
Share-based compensation not benefited	6.9	7.7	1.9
Domestic production activities deduction	(5.3)	(4.6)	(9.2)
Reversal of unrecognized tax benefits	(6.4)	(20.3)	(26.7)
Reversal of share-based compensation from intercompany charges	(25.0)	—	—
Other	(1.1)	1.2	(0.6)
Total income tax expense	\$ 169.7	\$ 130.2	\$ 199.9

For the year ended December 31, 2015, income tax expense included \$25.0 million of tax benefits related to the reversal of prior periods intercompany charges for share-based compensation due to a recent U.S. Tax Court opinion involving an independent third party that was issued in the third quarter of 2015. Based on the findings of the U.S. Tax Court, the Company was required to, and did, refund to its foreign subsidiaries the share-based compensation element of certain intercompany charges made in prior periods.

Deferred income taxes reflect tax carry forwards and the net tax effects of temporary differences between the carrying amounts of assets and liabilities for financial reporting and the amounts used for income tax purposes. Significant components of the Company's deferred tax assets and liabilities are as follows (in millions):

	December 31,	
	2015	2014
Deferred tax assets:		
Share-based compensation expense	\$ 140.5	\$ 140.5
Expenses deducted in later years for tax purposes	47.1	52.4
Research and other credits	13.5	7.7
Other	7.5	3.5
Gross deferred tax assets	\$ 208.6	\$ 204.1
Valuation allowance	(15.2)	(9.5)
Deferred tax assets	\$ 193.4	\$ 194.6
Deferred tax liabilities:		
Fixed assets	\$ (24.0)	\$ (22.6)
Identified intangible assets related to acquisitions	(2.0)	(1.7)
Other	(0.5)	(0.4)
Deferred tax liabilities	\$ (26.5)	\$ (24.7)
Net deferred tax assets	\$ 166.9	\$ 169.9

The Company has not provided U.S. income taxes and foreign withholding taxes on the undistributed earnings of its foreign subsidiaries as of December 31, 2015, because the Company intends to indefinitely reinvest such earnings outside the U.S. If these foreign earnings were to be repatriated in the future, the related U.S. tax liability may be reduced by any foreign income taxes previously paid on these earnings. As of December 31, 2015, the cumulative amount of earnings upon which U.S. income taxes have not been provided was approximately \$1,159.3 million. Determination of the amount of unrecognized deferred tax liability related to these earnings is not practicable at this time. The Company has a tax holiday in effect for its business operations in Switzerland which will continue until the end of year 2017 to the extent certain terms and conditions continue to be met. This tax holiday provides for a lower rate of taxation in Switzerland based on various thresholds of investment and employment in such jurisdiction. As of December 31, 2015, the Company remained in compliance with the terms of the holiday. At the end of the tax holiday, Swiss taxable income may be taxed at a higher rate depending on the applicable federal and cantonal rules. Tax benefit from the Swiss tax holiday for the year ended December 31, 2015, was approximately \$8.9 million, or \$0.23 per diluted share.

As of December 31, 2015 and 2014, the Company had valuation allowances of \$15.2 million and \$9.5 million, respectively, primarily related to California deferred tax assets generated by California R&D credit forwards which have no expiration period. The Company recorded a valuation allowance against its California deferred tax assets as it is more likely than not these deferred tax assets will not be realized as a result of the computation of California taxes under the single sales factor.

The Company recorded a net increase of its gross unrecognized tax benefits of approximately \$16.9 million during the year ended December 31, 2015. The net increase was primarily due to increases related to 2015 uncertain tax positions, partially offset by the reversal of gross unrecognized tax benefits in connection with the conclusion of tax audits in various jurisdictions, and the expiration of certain statutes of limitations in multiple jurisdictions in the second half of 2015. The Company had gross unrecognized tax benefits of approximately \$92.4 million, \$75.5 million, and \$74.0 million as of December 31, 2015, 2014, and 2013, respectively, which if recognized, would result in a reduction of the Company's effective tax rate. The Company included interest expense and penalties accrued on unrecognized tax benefits as a component of its income tax expense. As of December 31, 2015, 2014, and 2013, gross interest and penalties related to unrecognized tax benefits accrued was approximately \$2.9 million, \$2.5 million, and \$3.4 million, respectively. The Company classified a majority of its net unrecognized tax benefits and related interest in Other accrued liabilities on the Consolidated Balance Sheets.

A reconciliation of the beginning and ending amounts of gross unrecognized income tax benefits for the years ended December 31, 2015, 2014, and 2013 are as follows (in millions):

	Years Ended December 31,		
	2015	2014	2013
Beginning balance	\$ 75.5	\$ 74.0	\$ 88.0
Increases related to tax positions taken during the current year	28.9	22.3	22.8
Increases related to tax positions taken during a prior year	0.3	—	—
Decreases related to tax positions taken during a prior year	—	—	(1.5)
Decreases related to settlements with tax authorities	(11.4)	(19.1)	(6.0)
Decreases related to expiration of statute of limitations	(0.9)	(1.7)	(29.3)
Ending balance	<u>\$ 92.4</u>	<u>\$ 75.5</u>	<u>\$ 74.0</u>

The Company files federal, state and foreign income tax returns in many jurisdictions in the U.S. and abroad. Generally, years before 2012 are closed for most significant jurisdictions. Certain of the Company's unrecognized tax benefits could reverse based on the normal expiration of various statutes of limitations, which could affect the Company's effective tax rate in the period in which they reverse.

The Company is subject to the examination of its income tax returns by the Internal Revenue Service and other tax authorities. The outcome of these audits cannot be predicted with certainty. The Company's management regularly assesses the likelihood of adverse outcomes resulting from these examinations to determine the adequacy of the Company's provision for income taxes. If any issues addressed in the Company's tax audits are resolved in a manner not consistent with management's expectations, the Company could be required to adjust its provision for income taxes in the period such resolution occurs.

NOTE 11. NET INCOME PER SHARE

The following table presents the computation of basic and diluted net income per share (in millions, except per share amounts):

	Years Ended December 31,		
	2015	2014	2013
Net income	\$ 588.8	\$ 418.8	\$ 671.0
Basic:			
Weighted-average shares outstanding	37.1	36.9	39.2
Basic net income per share	\$ 15.87	\$ 11.35	\$ 17.12
Diluted:			
Weighted-average shares outstanding used in basic calculation	37.1	36.9	39.2
Add: Dilutive potential shares	0.8	0.8	0.9
Weighted-average shares used in computing diluted net income per share	37.9	37.7	40.1
Diluted net income per share	\$ 15.54	\$ 11.11	\$ 16.73

Share-based compensation awards of approximately 1.7 million, 2.4 million, and 2.3 million shares for the years ended December 31, 2015, 2014, and 2013, respectively, were outstanding, but were not included in the computation of diluted net income per share because the effect of including such shares would have been antidilutive in the periods presented.

NOTE 12. EMPLOYEE BENEFIT PLANS

The Company sponsors various retirement plans for its eligible U.S. and non-U.S. employees. For employees in the U.S., the Company maintains the Intuitive Surgical, Inc. 401(k) Plan (the "Plan"). As allowed under Section 401(k) of the Internal Revenue Code, the Plan provides tax-deferred salary contributions for eligible U.S. employees. The Plan allows employees to contribute up to 75% of their annual compensation to the Plan on a pre-tax and after-tax basis. Employee contributions are limited to a maximum annual amount as set periodically by the Internal Revenue Code. Beginning in 2015, the Company began matching contributions made to the Plan by the employees. The Company matches 200% of employee contributions up to \$1,500 per calendar year per person. All matching employer contributions vest immediately.

SELECTED QUARTERLY DATA
(UNAUDITED, IN MILLIONS, EXCEPT PER SHARE AMOUNTS)

	Three Months Ended			
	March 31, 2015	June 30, 2015	September 30, 2015	December 31, 2015
Revenue	\$ 532.1	\$ 586.1	\$ 589.7	\$ 676.5
Gross profit	\$ 336.8	\$ 386.5	\$ 395.8	\$ 458.8
Net income ⁽¹⁾⁽²⁾	\$ 97.0	\$ 134.5	\$ 167.3	\$ 190.0
Net income per common share				
Basic	\$ 2.64	\$ 3.64	\$ 4.49	\$ 5.09
Diluted	\$ 2.57	\$ 3.56	\$ 4.40	\$ 4.99

(1) Includes discrete tax benefits as follows:

Audit settlement and expiration of the statutes of limitations in multiple jurisdictions	\$ —	\$ 7.8	\$ —	\$ —
Reversal of the share-based compensation intercompany charges as a result of U.S. Tax Court opinion	\$ —	\$ —	\$ 29.3	\$ —
Reinstatement of the 2015 federal R&D tax credit	\$ —	\$ —	\$ —	\$ 6.4
(2) Includes pre-tax litigation charges (recoveries)	\$ 7.2	\$ 6.6	\$ —	\$ (0.6)

	Three Months Ended			
	March 31, 2014	June 30, 2014	September 30, 2014	December 31, 2014
Revenue	\$ 464.7	\$ 512.2	\$ 550.1	\$ 604.7
Gross profit	\$ 315.4	\$ 344.4	\$ 360.6	\$ 393.4
Net income ⁽¹⁾⁽²⁾	\$ 44.3	\$ 104.0	\$ 123.7	\$ 146.8
Net income per common share				
Basic	\$ 1.16	\$ 2.82	\$ 3.43	\$ 4.03
Diluted	\$ 1.13	\$ 2.77	\$ 3.35	\$ 3.94

(1) Includes discrete tax benefits as follows:

Expiration of the statutes of limitations in multiple jurisdictions	\$ 0.2	\$ —	\$ 0.2	\$ 19.9
Reinstatement of the 2014 federal R&D tax credit	\$ —	\$ —	\$ —	\$ 5.0
(2) Includes pre-tax litigation charges	\$ 67.4	\$ 9.6	\$ —	\$ 5.4

VALUATION AND QUALIFYING ACCOUNTS
(IN MILLIONS)

	Balance at Beginning of Year		Additions		Deductions ⁽¹⁾		Balance at End of Year
Allowance for doubtful accounts and loan credit losses, and sales returns							
Year ended December 31, 2015	\$ 5.5	\$	22.3	\$	(18.4)	\$	9.4
Year ended December 31, 2014	\$ 5.8	\$	22.2	\$	(22.5)	\$	5.5
Year ended December 31, 2013	\$ 8.0	\$	14.1	\$	(16.3)	\$	5.8

(1) Primarily represents products returned.

ITEM 9. CHANGES IN AND DISAGREEMENTS WITH ACCOUNTANTS ON ACCOUNTING AND FINANCIAL DISCLOSURES

None.

ITEM 9A. CONTROLS AND PROCEDURES

Conclusion Regarding the Effectiveness of Disclosure Controls and Procedures

We maintain disclosure controls and procedures that are designed to ensure that information required to be disclosed in our Exchange Act reports is recorded, processed, summarized and reported within the time periods specified in the SEC's rules and forms and that such information is accumulated and communicated to our management, including our principal executive officer and principal financial officer, as appropriate, to allow for timely decisions regarding required disclosure.

As required by SEC Rule 13a-15(b), we carried out an evaluation, under the supervision and with the participation of our management, including our principal executive officer and principal financial officer, of the effectiveness of the design and operation of our disclosure controls and procedures as of the end of the period covered by this Annual Report on Form 10-K. Based on the foregoing, our principal executive officer and principal financial officer concluded that our disclosure controls and procedures were effective at the reasonable assurance level.

Inherent Limitations Over Internal Controls

Our internal control over financial reporting is designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with U.S. GAAP. Our internal control over financial reporting includes those policies and procedures that:

- (i) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of our assets;
- (ii) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with U.S. GAAP, and that our receipts and expenditures are being made only in accordance with authorizations of our management and directors; and
- (iii) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of our assets that could have a material effect on the financial statements.

Management, including our principal executive officer and principal financial officer, does not expect that our internal controls will prevent or detect all errors and all fraud. A control system, no matter how well designed and operated, can provide only reasonable, not absolute, assurance that the objectives of the control system are met. Further, the design of a control system must reflect the fact that there are resource constraints, and the benefits of controls must be considered relative to their costs. Because of the inherent limitations in all control systems, no evaluation of internal controls can provide absolute assurance that all control issues and instances of fraud, if any, have been detected. Also, any evaluation of the effectiveness of controls in future periods are subject to the risk that those internal controls may become inadequate because of changes in business conditions, or that the degree of compliance with the policies or procedures may deteriorate.

Management's Report on Internal Control Over Financial Reporting

Our management is responsible for establishing and maintaining adequate internal control over financial reporting, as such term is defined in the Exchange Act Rules 13a-15(f). Under the supervision and with the participation of our management, including our principal executive officer and principal financial officer, we conducted an assessment of the effectiveness of our internal control over financial reporting based on the framework in Internal Control Integrated Framework (2013) issued by the Committee of Sponsoring Organizations of the Treadway Commission. Based on the results of our assessment under the framework in the Internal Control—Integrated Framework (2013), our management concluded that our internal control over financial reporting was effective as of December 31, 2015.

The effectiveness of our internal control over financial reporting as of December 31, 2015, has been audited by an independent registered public accounting firm, as stated in their report, which is included under "Item 8. Financial Statements and Supplementary Data" of this Annual Report.

Changes in Internal Control Over Financial Reporting

There were no changes in our internal control over financial reporting that occurred during the quarter ended December 31, 2015, that have materially affected, or are reasonably likely to materially affect, our internal control over financial statements.

ITEM 9B. OTHER INFORMATION

On January 28, 2016, our Board approved the following changes to certain of the Company's named executive officers' target bonus opportunities under our 2016 Corporate Incentive Program, which are effective January 1, 2016:

Executive Officer	Position	Prior Target Annual Cash Bonus Opportunity (as a percentage of base salary)	2016 Target Annual Cash Bonus Opportunity (as a percentage of base salary)
Gary S. Guthart, Ph.D.	President and Chief Executive Officer	70%	100%
Salvatore J. Brogna	Executive Vice President, Product Operations	50%	70%
David J. Rosa	Executive Vice President and Chief Commercial Officer	50%	70%
Marshall L. Mohr	Senior Vice President and Chief Financial Officer	50%	70%

PART III

Certain information required by Part III is omitted from this report on Form 10-K and is incorporated herein by reference to our definitive Proxy Statement for our next Annual Meeting of Stockholders (the “Proxy Statement”), which we intend to file pursuant to Regulation 14A of the Securities Exchange Act of 1934, as amended, within 120 days after December 31, 2015.

ITEM 10. DIRECTORS, EXECUTIVE OFFICERS AND CORPORATE GOVERNANCE

The information required by this item concerning our directors and corporate governance is incorporated by reference to the information set forth in the section titled “Directors and Corporate Governance” in our Proxy Statement. Information required by this item concerning our executive officers is incorporated by reference to the information set forth in the section entitled “Executive Officers of the Company” in our Proxy Statement. Information regarding our Section 16 reporting compliance is incorporated by reference to the information set forth in the section entitled “Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters” in our Proxy Statement.

ITEM 11. EXECUTIVE COMPENSATION

The information required by this item regarding executive compensation is incorporated by reference to the information set forth in the sections titled “Executive Compensation” and “Compensation for Directors” in our Proxy Statement.

ITEM 12. SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT AND RELATED STOCKHOLDER MATTERS

The information required by this item regarding security ownership of certain beneficial owners and management is incorporated by reference to the information set forth in the section titled “Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters” in our Proxy Statement.

ITEM 13. CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS AND DIRECTOR INDEPENDENCE

The information required by this item regarding certain relationships and related transactions and director independence is incorporated by reference to the information set forth in the sections titled “Certain Relationships and Related Transactions” and “Directors and Corporate Governance” in our Proxy Statement.

ITEM 14. PRINCIPAL ACCOUNTANT FEES AND SERVICES

The information required by this item regarding principal accountant fees and services is incorporated by reference to the information set forth in the section titled “Principal Accountant Fees and Services” in our Proxy Statement.

PART IV

ITEM 15. EXHIBITS AND FINANCIAL STATEMENT SCHEDULE

(a) The following documents are filed as part of this Annual Report on Form 10-K

- 1) Financial Statements—See Index to Consolidated Financial Statements at Item 8 of this report on Form 10-K.
- 2) The following financial statement schedule of Intuitive Surgical, Inc. is filed as part of this report and should be read in conjunction with the financial statements of Intuitive Surgical, Inc.:

Schedule II: Valuation and Qualifying Accounts.

All other schedules have been omitted because they are not applicable, not required under the instructions, or the information requested is set forth in the consolidated financial statements or related notes thereto.

- 3) Exhibits

The exhibits filed as part of this report are listed under “Exhibits” at subsection (b) of this Item 15.

- (b) Exhibits

EXHIBIT INDEX

3.1(1)	Amended and Restated Certificate of Incorporation of the Company.
3.2(1)	Certificate of Amendment to Amended and Restated Certificate of Incorporation of the Company.
3.3(2)	Certificate of Amendment to Amended and Restated Certificate of Incorporation of the Company.
3.4(3)	Amended and Restated Bylaws of the Company.
4.1(4)	Specimen Stock Certificate.
10.1(4)	2000 Equity Incentive Plan. *
10.2(4)	2000 Non-Employee Directors' Stock Option Plan. *
10.3(4)	2000 Employee Stock Purchase Plan. *
10.4(5)	Form of Indemnity Agreement. *
10.5(6)	2009 Employment Commencement Incentive Plan, as amended and restated. *
10.6(7)	2010 Incentive Award Plan, as amended and restated. *
10.7(8)	Severance Plan. *
10.8(9)	Form of Intuitive Surgical, Inc. 2000 Equity Incentive Plan Stock Option Agreement (Incentive and Nonstatutory Stock Options). *
10.9	Form of Intuitive Surgical, Inc. 2009 Employment Commencement Incentive Plan Stock Option Grant Notice. *
10.10	Form of Intuitive Surgical, Inc. 2009 Employment Commencement Incentive Plan Restricted Stock Unit Grant Notice. *
10.11	Form of Intuitive Surgical, Inc. 2010 Incentive Award Plan Stock Option Grant Notice. *
10.12	Form of Intuitive Surgical, Inc. 2010 Incentive Award Plan Restricted Stock Unit Grant Notice. *
21.1	Intuitive Surgical, Inc. subsidiaries.
23.1	Consent of Independent Registered Public Accounting Firm.
23.2	Consent of Ernst & Young - Independent Registered Public Accounting Firm.
31.1	Certification of Principal Executive Officer.
31.2	Certification of Principal Financial Officer.
32.1	Certification of Chief Executive Officer and Principal Financial Officer Pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
101	The following materials from Intuitive Surgical, Inc.'s Annual Report on Form 10-K for the year ended December 31, 2015, formatted in XBRL (Extensible Business Reporting Language): (i) Consolidated Balance Sheets, (ii) Consolidated Statements of Income, (iii) Consolidated Statement of Stockholders' Equity, (iv) Consolidated Statements of Cash Flows, and (v) Notes to Consolidated Financial Statements, tagged at Level I through IV.

(1) Incorporated by reference to exhibits filed with the Company's 2008 Annual Report on Form 10-K filed on February 6, 2009 (File No. 000-30713).

(2) Incorporated by reference to Exhibit A filed with the Company's Definitive Proxy Statement on Schedule 14A filed on March 1, 2012 (File No. 000-30713).

(3) Incorporated by reference to Exhibit 3.1 filed with the Company's Current Report on Form 8-K filed on April 24, 2012 (File No. 000-30713).

(4) Incorporated by reference to exhibits filed with the Company's Registration Statement on Form S-1 filed on March 22, 2000 (File No. 333-33016).

(5) Incorporated by reference to Exhibit 10.1 filed with the Company's Current Report on Form 8-K filed on August 3, 2015 (File No. 000-30713).

(6) Incorporated by reference to Exhibit 4.2 filed with the Company's Registration Statement on Form S-8 filed on May 1, 2015 (File No. 333-203793).

(7) Incorporated by reference to Exhibit 4.1 filed with the Company's Registration Statement on Form S-8 filed on May 1, 2015 (File No. 333-203793).

(8) Incorporated by reference to Exhibit 10.1 filed with the Company's Current Report on Form 8-K filed on December 2, 2008 (File No. 000-30713).

(9) Incorporated by reference to Exhibit 10.2 filed with the Company's Quarterly Report on Form 10-Q filed on July 23, 2009 (File No. 000-30713).

* Management contract or compensatory plan or arrangement.

Intuitive Surgical, Inc.
Stock Option Grant Notice
(2009 Employment Commencement Incentive Plan)

Intuitive Surgical, Inc. (the “Company”), pursuant to its 2009 Employment Commencement Incentive Plan (the “Plan”), hereby grants to Optionholder an option to purchase the number of shares of the Company’s Common Stock set forth below. This option is subject to all of the terms and conditions as set forth herein and in the Stock Option Agreement, the Plan and the Notice of Exercise, all of which are attached hereto and incorporated herein in their entirety.

Optionholder:
 Date of Grant:
 Vesting Commencement Date:
 Number of Shares Subject to Option:
 Exercise Price (Per Share):
 Total Exercise Price:
 Expiration Date:

Type of Grant: Incentive Stock Option ⁽¹⁾ o
 . Nonstatutory Stock Option o

Exercise Schedule: Early Exercise Is Not Permitted

Vesting Schedule: [To be set forth in individual agreement]

Payment: By one or a combination of the following items (described in the Stock Option Agreement):
 By cash or check
 Pursuant to a Regulation T Program if the Shares are publicly traded
 By delivery of already-owned shares if the Shares are publicly traded

Additional Terms/Acknowledgements: The undersigned Optionholder acknowledges receipt of, and understands and agrees to, this Grant Notice, the Stock Option Agreement and the Plan. Optionholder further acknowledges that as of the Date of Grant, this Grant Notice, the Stock Option Agreement and the Plan set forth the entire understanding between Optionholder and the Company regarding the acquisition of stock in the Company and supersede all prior oral and written agreements on that subject with the exception of (i) options previously granted and delivered to Optionholder under the Plan, and (ii) the following agreements only:

Other Agreements:

Intuitive Surgical, Inc.

Optionholder:

Title: _____
 Date: _____

Date: _____

Attachments: Stock Option Agreement and 2009 Employment Commencement Incentive Plan

(1) If this is an incentive stock option, it (plus your other outstanding incentive stock options) cannot be first exercisable for more than \$100,000 in any calendar year. Any excess over \$100,000 is a nonstatutory stock option.

**AMENDED AND RESTATED
INTUITIVE SURGICAL, INC. 2009 EMPLOYMENT COMMENCEMENT INCENTIVE PLAN**

RESTRICTED STOCK UNIT GRANT NOTICE

Intuitive Surgical, Inc., a Delaware corporation (the “Company”), pursuant to its Amended and Restated 2009 Employment Commencement Incentive Plan, as amended from time to time (the “Plan”), hereby grants to the holder listed below (“Participant”) the number of Restricted Stock Units (the “RSUs”) set forth below. The RSUs are subject to the terms and conditions set forth in this Restricted Stock Unit Grant Notice (the “Grant Notice”) and the Restricted Stock Unit Agreement (including any special terms and conditions set for in any appendix thereto for Participant’s country) attached hereto as Exhibit A (the “Agreement”) and the Plan, which are incorporated herein by reference. Unless otherwise defined herein, the terms defined in the Plan shall have the same defined meanings in the Grant Notice and the Agreement.

Grant Number:

Participant:

Grant Date:

Number of RSUs:

Type of Shares Issuable: Common Stock

[To be set forth in individual agreement]

Vesting Schedule:

By Participant’s signature below, Participant agrees to be bound by the terms and conditions of the Plan, the Agreement and the Grant Notice. Participant has reviewed the Agreement, the Plan and the Grant Notice in their entirety, has had an opportunity to obtain the advice of counsel prior to executing the Grant Notice and fully understands all provisions of the Grant Notice, the Agreement and the Plan. Participant hereby agrees to accept as binding, conclusive and final all decisions or interpretations of the Administrator upon any questions arising under the Plan, the Grant Notice or the Agreement.

INTUITIVE SURGICAL, INC.

By:

Title:

Grant Date

PARTICIPANT

By:

Print Name:

Exhibit A
TO RESTRICTED STOCK UNIT GRANT NOTICE
RESTRICTED STOCK UNIT AGREEMENT

Pursuant to the Grant Notice to which this Agreement is attached, the Company has granted to Participant the number of RSUs set forth in the Grant Notice (this "Award").

ARTICLE I.

GENERAL

1.1 Defined Terms. Capitalized terms not specifically defined herein shall have the meanings specified in the Plan or the Grant Notice.

1.2 Incorporation of Terms of Plan. The RSUs and the shares of Common Stock ("Stock") issued to Participant hereunder ("Shares") are subject to the terms and conditions set forth in this Agreement (including any special terms and conditions set forth any appendix attached hereto for Participant's country (the "Appendix")) and the Plan, which is incorporated herein by reference. In the event of any inconsistency between the Plan and this Agreement, the terms of the Plan shall control.

ARTICLE II.

AWARD OF RESTRICTED STOCK UNITS

2.1 Award of RSUs.

(a) Effective as of the grant date set forth in the Grant Notice (the "Grant Date"), the Company has granted to Participant the number of RSUs set forth in the Grant Notice, upon the terms and conditions set forth in the Grant Notice, the Plan and this Agreement, subject to adjustment as provided in Section 16 of the Plan. Each RSU represents the right to receive one Share or, at the option of the Company, an amount of cash as set forth in Section 2.3(b), in either case, at the times and subject to the conditions set forth herein. However, unless and until the RSUs have vested, Participant will have no right to the payment of any Shares subject thereto. Prior to the actual delivery of any Shares, the RSUs will represent an unsecured obligation of the Company, payable only from the general assets of the Company.

2.2 Vesting of RSUs.

(a) Subject to Participant's continued employment with or service to the Company or an Affiliate on each applicable vesting date and subject to the terms of this Agreement, the RSUs shall vest in such amounts and at such times as are set forth in the Grant Notice.

(b) In the event Participant incurs a Termination of Service, except as may be otherwise provided by the Administrator or as set forth in a written agreement between Participant and the Company, Participant shall immediately forfeit any and all RSUs granted under this Agreement which have not vested or do not vest on or prior to the date on which such Termination of Service occurs, and Participant's rights in any such RSUs which are not so vested shall lapse and expire.

(c) Notwithstanding 2.2(a) hereof and the Grant Notice, but subject to 2.2(b) hereof, vesting of the RSUs is also subject to acceleration under certain circumstances following a Change of Control (as defined in the Intuitive Surgical, Inc. Severance Plan (the "Severance Plan")), in accordance with the terms of the Severance Plan, as may be amended from time to time. The Severance Plan can be found on the Company's Infoweb. The terms of the Severance Plan include that the Board has the discretionary authority to amend or terminate the Severance Plan in any respect by resolution adopted by a two-thirds or greater majority of the Board, unless a Change of Control has

previously occurred. Any changes to the terms of the Severance Plan properly approved by the Board shall be binding on the RSUs being granted in the Grant Notice.

(d) For purposes of this Agreement and the Award granted hereunder, vesting of the Award shall not cease when Participant goes on a bona fide leave of absence that was approved by the Company or an Affiliate, as applicable, in writing, if the terms of the leave provide for continued service crediting, or when continued service crediting is required by applicable law (“Protected Leave”) (i.e., if Participant goes on a leave of absence that is not a bona fide leave of absence that was approved by the Company or an Affiliate, as applicable, in writing, if the terms of the leave does not provide for continued service crediting, and/or when continued service crediting is not required by applicable law (“Unprotected Leave”), vesting of the Award shall be tolled on the first day of such leave of absence). Vesting of the Award granted under this Agreement shall be tolled on the 90th day following Participant’s first day on Protected Leave, unless Participant’s right to return to active work is guaranteed by law or by a contract; vesting in any event shall be tolled when the approved Protected Leave ends unless Participant returns to active work immediately, or within the time guaranteed by law or by a contract. For the avoidance of doubt, for purposes of this Agreement and the Award granted hereunder, in the event Participant does not return to active work within 90 days following his or her first day on Protected Leave, or on his or her first day on Unprotected Leave, Participant shall not be deemed to have experienced a Termination of Service, unless the Plan otherwise provides or the Administrator otherwise determines. The Administrator determines which leaves count for the purposes described in this paragraph and when Participant has experienced a Termination of Service for all purposes under the Plan, the Grant Notice, this Agreement and the Award granted hereunder.

2.3 Distribution or Payment of RSUs.

(a) Participant’s RSUs shall be distributed in Shares (either in book-entry form or otherwise) or, at the option of the Company, paid in an amount of cash as set forth in Section 2.3(b), in either case, as soon as administratively practicable following the vesting of the applicable RSU pursuant to Section 2.2, and, in any event, within sixty (60) days following such vesting. Notwithstanding the foregoing, the Company may delay a distribution or payment in settlement of RSUs if it reasonably determines that such payment or distribution will violate securities laws or any other applicable law, *provided* that such distribution or payment shall be made at the earliest date at which the Company reasonably determines that the making of such distribution or payment will not cause such violation, as required by Treasury Regulation Section 1.409A-2(b)(7)(ii), and *provided further* that no payment or distribution shall be delayed under this Section 2.3(a) if such delay will result in a violation of Section 409A of the Code.

(b) In the event that the Company elects to make payment of Participant’s RSUs in cash, the amount of cash payable with respect to each RSU shall be equal to the Fair Market Value of a Share on the day immediately preceding the applicable distribution or payment date set forth in Section 2.3(a). All distributions made in Shares shall be made by the Company only in the form of whole Shares. The Company, may, in its sole discretion round any fractional shares up or down to the nearest whole Share or distribute the fractional Shares in cash in an amount equal to the value of such fractional share determined based on the Fair Market Value as of the date immediately preceding the date of such distribution.

2.4 Conditions to Issuance of Certificates. The Company shall not be required to issue or deliver any certificate or certificates for any Shares prior to the fulfillment of all of the following conditions: (a) the admission of the Shares to listing on all stock exchanges on which such Shares are then listed, (b) the completion of any registration or other qualification of the Shares under any applicable law, or under rulings or regulations of the U.S. Securities and Exchange Commission or other governmental regulatory body, which the Administrator shall, in its absolute discretion, deem necessary or advisable, and (c) the obtaining of any approval or other clearance from any governmental agency that the Administrator shall, in its absolute discretion, determine to be necessary or advisable.

2.5 Tax Withholding. Notwithstanding any other provision of this Agreement:

(a) Participant acknowledges that, regardless of any action taken by the Company or, if different, the entity to which Participant provides services (the “Employer”), the ultimate liability for all income tax, social insurance, payroll tax, fringe benefits tax, payment on account or other tax related items related to Participant’s participation in the Plan and legally applicable to Participant (“Tax-Related Items”) is and remains Participant’s responsibility and may exceed the amount actually withheld by the Company or the Employer. Participant further acknowledges that the Company and/or the Employer (i) make no representations or undertaking regarding the treatment of any Tax-

Related Items in connection with any aspect of the RSUs, including but not limited to, the grant, vesting or settlement of the RSUs, the subsequent sale of Shares acquired pursuant to such settlement and the receipt of any dividends; and (ii) do not commit to and are under no obligation to structure the terms of the grant or any aspect of the RSUs to reduce or eliminate Participant's liability for Tax-Related Items or achieve any particular tax result. Further, if Participant is subject to Tax-Related Items in more than one jurisdiction, Participant acknowledges that the Company and/or the Employer (or former employer, as applicable) may be required to withhold or account for Tax-Related Items in more than one jurisdiction.

(b) Prior to any relevant taxable or tax withholding event, as applicable, Participant agrees to make adequate arrangements satisfactory to the Company and/or the Employer to satisfy all Tax-Related Items. In this regard, Participant authorizes the Company and/or the Employer, or their respective agents at their discretion to satisfy their withholding obligations with regard to all Tax-Related Items by one or a combination of the following:

(i) by requiring payment by cash or check made payable to the Company and/or the Affiliate(s) with respect to which the withholding obligation arises; or

(ii) by the deduction of such amount from other compensation payable to Participant;

(iii) with respect to any Tax-Related Items arising in connection with the vesting and settlement of the RSUs, by withholding a net number of vested shares of Stock otherwise issuable pursuant to the RSUs to satisfy the Tax-Related Items;

(iv) by withholding from proceeds of the sale of Shares acquired upon vesting/settlement of the RSUs either through a voluntary sale or through a mandatory sale arranged by the Company (on Participant's behalf pursuant to this authorization, without further consent); or

(v) in any combination of the foregoing.

(c) Depending on the withholding method, the Company may withhold or account for Tax-Related Items by considering applicable minimum statutory withholding rates or other withholding rates, including maximum withholding rates, in which case Participant will receive a refund of any over-withheld amount in cash and will have no entitlement to the Share equivalent. If the obligation for Tax-Related Items is satisfied by withholding in Shares, for tax purposes, Participant is deemed to have been issued the full number of Shares subject to the vested RSUs, notwithstanding that a number of the Shares are held back solely for the purpose of paying Tax-Related Items.

(d) The Company shall not be obligated to deliver any certificate representing Shares issuable with respect to the RSUs to Participant or his or her legal representative unless and until Participant or his or her legal representative shall have paid or otherwise satisfied in full the amount of all Tax-Related Items applicable with respect to the taxable income of Participant resulting from the vesting or settlement of the RSUs or any other taxable event related to the RSUs.

(e) In the event any tax withholding obligation arising in connection with the RSUs will be satisfied under Section 2.5(b)(iii), then the Company may elect to instruct any brokerage firm determined acceptable to the Company for such purpose to sell on Participant's behalf (either through a voluntary sale or mandatory sale, without further consent) a whole number of Shares from the vested Shares then issuable to Participant pursuant to the RSUs as the Company determines to be appropriate to generate cash proceeds sufficient to satisfy the tax withholding obligation for Tax-Related Items and to remit the proceeds of such sale to the Company or the Affiliate with respect to which the withholding obligation arises. Participant's acceptance of this Award constitutes Participant's instruction and authorization to the Company and such brokerage firm to complete the transactions described in this Section 2.5(e), including the transactions described in the previous sentence, as applicable. The Company may refuse to issue any Shares in settlement of the RSUs to Participant until the foregoing tax withholding obligations are satisfied, *provided* that no payment shall be delayed under this Section 2.5(e) if such delay will result in a violation of Section 409A of the Code.

2.6 Nature of Grant. In accepting this Award, Participant acknowledges, understands and agrees that:

(a) the Plan is established voluntarily by the Company, it is discretionary in nature and it may be modified, amended, suspended or terminated by the Company at any time, to the extent permitted by the Plan;

(b) the grant of the RSUs is voluntary and occasional and does not create any contractual or other right

to receive future grants of RSUs, or benefits in lieu of RSUs, even if RSUs have been granted in the past;

(c) all decisions with respect to future RSUs or other grants, if any, will be at the sole discretion of the Company;

(d) Participant is voluntarily participating in the Plan;

(e) the RSUs and the Shares subject to the RSUs are not intended to replace any pension rights or compensation;

(f) the RSUs and the Shares subject to the RSUs, and the income and value of same are not part of normal or expected compensation for purposes of calculating any severance, resignation, termination, redundancy, dismissal, end-of-service payments, bonuses, long-service awards, pension or retirement or welfare benefits or similar payments;

(g) the future value of the underlying Shares is unknown, indeterminable and cannot be predicted with certainty;

(h) no claim or entitlement to compensation or damages shall arise from forfeiture of the RSUs resulting from Participant's Termination of Service (for any reason whatsoever and whether or not later found to be invalid or in breach of employment laws in the jurisdiction where Participant is employed or the terms of Participant's employment agreement, if any), and in consideration of the grant of RSUs to which Participant is otherwise not entitled, Participant irrevocably agrees never to institute any claim against the Company or any of its Affiliates, waive any ability, if any, to bring any such claim, and releases the Company and its Affiliates from any such claim; if not withstanding the foregoing, any such claim is allowed by a court of competent jurisdiction, then by participating in the Plan, Participant shall be deemed irrevocably to have agreed not to pursue such claim and agree to execute any and all documents necessary to request dismissal or withdrawal of such claims;

(i) unless otherwise provided in the Plan or by the Company in its discretion, the RSUs and the benefits evidenced by this Agreement do not create any entitlement to have the RSUs or any such benefits transferred to, or assumed by another company, nor to be exchanged, cashed out or substituted for in connection with any corporate transaction affecting the Stock of the Company; and

(j) Participant acknowledges and agrees that neither the Company, the Employer nor any other Affiliate shall be liable for any foreign exchange rate fluctuation between Participant's local currency and the United States Dollar that may affect the value of the RSUs or of any amounts due to Participant pursuant to the settlement of the RSUs or the subsequent sale of any Shares acquired upon settlement.

2.7 Rights as Stockholder. Neither Participant nor any person claiming under or through Participant will have any of the rights or privileges of a stockholder of the Company in respect of any Shares deliverable hereunder unless and until certificates representing such Shares (which may be in book-entry form) will have been issued and recorded on the records of the Company or its transfer agents or registrars, and delivered to Participant (including through electronic delivery to a brokerage account). Except as otherwise provided herein, after such issuance, recordation and delivery, Participant will have all the rights of a stockholder of the Company with respect to such Shares, including, without limitation, the right to receipt of dividends and distributions on such Shares.

ARTICLE III.

OTHER PROVISIONS

3.1 Administration. The Administrator shall have the power to interpret the Plan, the Grant Notice and this Agreement and to adopt such rules for the administration, interpretation and application of the Plan, the Grant Notice and this Agreement as are consistent therewith and to interpret, amend or revoke any such rules. All actions taken and all interpretations and determinations made by the Administrator will be final and binding upon Participant, the Company and all other interested persons. To the extent allowable pursuant to applicable law, no member of the Committee or the Board will be personally liable for any action, determination or interpretation made with respect to the Plan, the Grant Notice or this Agreement.

3.2 RSUs Not Transferable. The RSUs may not be sold, pledged, assigned or transferred in any manner other than by will or the laws of descent and distribution, unless and until the Shares underlying the RSUs have been issued, and all restrictions applicable to such Shares have lapsed. No RSUs or any interest or right therein or part thereof shall be liable for the debts, contracts or engagements of Participant or his or her successors in interest or shall be subject to disposition by transfer, alienation, anticipation, pledge, encumbrance, assignment or any other means whether such disposition be voluntary or involuntary or by operation of law by judgment, levy, attachment, garnishment or any other legal or equitable proceedings (including bankruptcy), and any attempted disposition thereof shall be null and void and of no effect, except to the extent that such disposition is permitted by the preceding sentence.

3.3 Adjustments. The Administrator may accelerate the vesting of all or a portion of the RSUs in such circumstances as it, in its sole discretion, may determine. Participant acknowledges that the RSUs and the Shares subject to the RSUs are subject to adjustment, modification and termination in certain events as provided in this Agreement and the Plan, including Section 16 of the Plan.

3.4 Notices. Any notice to be given under the terms of this Agreement to the Company shall be addressed to the Company in care of the Secretary of the Company at the Company's principal office, and any notice to be given to Participant shall be addressed to Participant at Participant's last address reflected on the Company's records. By a notice given pursuant to this Section 3.4, either party may hereafter designate a different address for notices to be given to that party. Any notice shall be deemed duly given when sent via email or when sent by certified mail (return receipt requested) and deposited (with postage prepaid) in a post office or branch post office regularly maintained by the United States Postal Service or any equivalent non-U.S. postal service.

3.5 Titles. Titles are provided herein for convenience only and are not to serve as a basis for interpretation or construction of this Agreement.

3.6 No Advice Regarding Grant. The Company is not providing any tax, legal or financial advice, nor is the Company making any recommendations regarding Participant's participation in the Plan, or Participant's acquisition or sale of the underlying Shares. Participant is hereby advised to consult with his or her own personal tax, legal and financial advisors regarding Participant's participation in the Plan before taking any action related to the Plan.

3.7 Data Privacy.

(a) *Participant hereby explicitly and unambiguously consents to the collection, use and transfer, in electronic or other form, of Participant's personal data as described in this Agreement and any other RSU grant materials by and among, as applicable, the Employer, the Company and its other Affiliates for the exclusive purpose of implementing, administering and managing Participant's participation in the Plan.*

(b) *Participant understand that the Company and the Employer may hold certain personal information about Participant, including, but not limited to, Participant's name, home address and telephone number, date of birth, social insurance number or other identification number, salary, nationality, job title, any Shares or directorships held in the Company, details of all RSUs or any other entitlement to Shares awarded, canceled, exercised, vested, unvested or outstanding in Participant's favor, ("Data") for the exclusive purpose of implementing, administering and managing the Plan.*

(c) *Participant understand that Data will be transferred to E*TRADE Financial Services, Inc., or to any stock plan service provider as may be selected by the Company in the future, which is assisting the Company with the implementation, administration and management of the Plan. Participant understands that the recipients of the Data may be located in the United States or elsewhere, and that the recipients' country (e.g., the United States) may have different data privacy laws and protections than Participant's country. Participant understands that if he or she resides outside the United States, he or she may request a list with the names and addresses of any potential recipients of the Data by contacting his or her local human resources representative. Participant authorizes the Company, E*TRADE Financial Services, Inc. and any other possible recipients which may assist the Company (presently or in the future) with implementing, administering and managing the Plan to receive, possess, use, retain and transfer the Data, in electronic or other form, for the sole purpose of implementing, administering and managing Participant's participation in the Plan. Participant understands that Data will be held only as long as is necessary to implement, administer and manage Participant's participation in the Plan. Participant understands that if he or she resides outside the United States, he or she may, at any time view Data, request additional information about the storage and processing of Data, require any necessary amendments to Data or refuse or withdraw the consents*

herein, in any case without cost, by contacting in writing his or her local human resources representative. Further, Participant understands that Participant is providing the consents herein on a purely voluntary basis. If Participant does not consent, or if Participant later seeks to revoke his or her consent, Participant's employment status or service and career with the Employer will not be adversely affected; the only adverse consequence of refusing or withdrawing Participant's consent is that the Company would not be able to grant RSUs to Participant or other equity awards or administer or maintain such awards. Therefore, Participant understands that refusing or withdrawing his or her consent may affect Participant's ability to participate in the Plan. For more information on the consequences of Participant's refusal to consent or withdrawal of consent, Participant understands that he or she may contact his or her local human resources representative.

3.8 Governing Law/Venue. The laws of the State of Delaware shall govern the interpretation, validity, administration, enforcement and performance of the terms of this Agreement regardless of the law that might be applied under principles of conflicts of laws. For purposes of litigating any dispute that arises directly or indirectly from the relationship of the parties evidenced by this Agreement, the parties hereby submit to and consent the courts of Santa Clara County, California, or the federal courts for the United States for the Northern District of California, and no other courts, where this Award is made and/or to be performed.

3.9 Conformity to Applicable Law. Participant acknowledges that the Plan, the Grant Notice and this Agreement are intended to conform to the extent necessary with all applicable laws, including, without limitation, the provisions of the U.S. Securities Act and the Exchange Act, and any and all regulations and rules promulgated thereunder by the U.S. Securities and Exchange Commission, and any other laws and regulations. Notwithstanding anything herein to the contrary, the Plan shall be administered, and the RSUs are granted, only in such a manner as to conform to such applicable law. To the extent permitted by applicable law, the Plan and this Agreement shall be deemed amended to the extent necessary to conform to applicable law.

3.10 Amendment, Suspension and Termination. To the extent permitted by the Plan, this Agreement may be wholly or partially amended or otherwise modified, suspended or terminated at any time or from time to time by the Administrator or the Board, *provided* that, except as may otherwise be provided by the Plan, no amendment, modification, suspension or termination of this Agreement shall adversely affect the RSUs in any material way without the prior written consent of Participant.

3.11 Successors and Assigns. The Company may assign any of its rights under this Agreement to single or multiple assignees, and this Agreement shall inure to the benefit of the successors and assigns of the Company. Subject to the restrictions on transfer set forth in Section 3.2 and the Plan, this Agreement shall be binding upon and inure to the benefit of the heirs, legatees, legal representatives, successors and assigns of the parties hereto.

3.12 Limitations Applicable to Section 16 Persons. Notwithstanding any other provision of the Plan or this Agreement, if Participant is subject to Section 16 of the Exchange Act, the Plan, the RSUs the Grant Notice and this Agreement shall be subject to any additional limitations set forth in any applicable exemptive rule under Section 16 of the Exchange Act (including any amendment to Rule 16b-3 of the Exchange Act) that are requirements for the application of such exemptive rule. To the extent permitted by applicable law, this Agreement shall be deemed amended to the extent necessary to conform to such applicable exemptive rule.

3.13 Not a Contract of Employment. Nothing in this Agreement or in the Plan shall confer upon Participant any right to continue to serve as an employee or other service provider of the Company or any Affiliate or shall interfere with or restrict in any way the rights of the Company and its Affiliates, which rights are hereby expressly reserved, to discharge or terminate the services of Participant at any time for any reason whatsoever, with or without cause, except to the extent expressly provided otherwise in a written agreement between the Company or an Affiliate and Participant.

3.14 Entire Agreement. The Plan, the Grant Notice and this Agreement (including the Appendix and any other exhibit hereto) constitute the entire agreement of the parties and supersede in their entirety all prior undertakings and agreements of the Company and Participant with respect to the subject matter hereof.

3.15 Section 409A. This Award is not intended to constitute "nonqualified deferred compensation" within the meaning of Section 409A of the Code (together with any Department of Treasury regulations and other interpretive guidance issued thereunder, including without limitation any such regulations or other guidance that may be issued after the date hereof, "Section 409A"). However, notwithstanding any other provision of the Plan, the Grant Notice or this Agreement, if at any time the Administrator determines that this Award (or any portion thereof) may be subject

to Section 409A, the Administrator shall have the right in its sole discretion (without any obligation to do so or to indemnify Participant or any other person for failure to do so) to adopt such amendments to the Plan, the Grant Notice or this Agreement, or adopt other policies and procedures (including amendments, policies and procedures with retroactive effect), or take any other actions, as the Administrator determines are necessary or appropriate for this Award either to be exempt from the application of Section 409A or to comply with the requirements of Section 409A.

3.16 Language. If Participant received this Agreement or any other document related to the Plan translated into a language other than English and if the meaning of the translated version is different than the English version, the English version will control.

3.17 Electronic Delivery and Acceptance. The Company may, in its sole discretion decide to deliver any documents related to current or future participation in the Plan by electronic means. Participant hereby consents to receive such documents by electronic delivery and agree to participate in the Plan through an on-line or electronic system established and maintained by the Company or a third party designated by the Company.

3.18 Agreement Severable. In the event that any provision of the Grant Notice or this Agreement is held invalid or unenforceable, such provision will be severable from, and such invalidity or unenforceability will not be construed to have any effect on, the remaining provisions of the Grant Notice or this Agreement.

3.19 Appendix. Notwithstanding any provisions in this Agreement, the RSUs shall be subject to any special terms and conditions set forth in any Appendix to this Agreement for Participant's country. Moreover, if Participant relocates to one of the countries included in the Appendix, the special terms and conditions for such country will apply to Participant, to the extent the Company determines that the application of such terms and conditions is necessary or advisable for legal or administrative reasons. The Appendix constitutes part of this Agreement.

3.20 Imposition of Other Requirements. The Company reserves the right to impose other requirements on Participant's participation in the Plan, on the RSUs and on any Shares acquired under the Plan, to the extent the Company determines it is necessary or advisable for legal or administrative reasons, and to require Participant to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing.

3.21 Insider Trading Restrictions/Market Abuse Laws. Participant acknowledges that, depending on his or her country of residence, Participant may be subject to insider trading restrictions and/or market abuse laws, which may affect Participant's ability to acquire or sell Shares or rights to Shares (e.g., RSUs) under the Plan during such times as Participant is considered to have "inside information" regarding the Company (as defined by the laws in Participant's country). Any restrictions under these laws or regulations are separate from and in addition to any restrictions that may be imposed under any applicable Company insider trading policy. Participant acknowledges that it is Participant's responsibility to comply with any applicable restrictions, and Participant is advised to speak to his or her personal advisor on this matter.

3.22 Limitation on Participant's Rights. Participation in the Plan confers no rights or interests other than as herein provided. This Agreement creates only a contractual obligation on the part of the Company as to amounts payable and shall not be construed as creating a trust. Neither the Plan nor any underlying program, in and of itself, has any assets. Participant shall have only the rights of a general unsecured creditor of the Company with respect to amounts credited and benefits payable, if any, with respect to the RSUs.

3.23 Counterparts. The Grant Notice may be executed in one or more counterparts, including by way of any electronic signature, subject to applicable law, each of which shall be deemed an original and all of which together shall constitute one instrument.

3.24 Broker-Assisted Sales. In the event of any broker-assisted sale of Shares in connection with the payment of withholding taxes as provided in Section 2.5(b)(iv): (a) any Shares to be sold through a broker-assisted sale will be sold on the day the tax withholding obligation arises or as soon thereafter as practicable; (b) such Shares may be sold as part of a block trade with other participants in the Plan in which all participants receive an average price; (c) Participant will be responsible for all broker's fees and other costs of sale, and Participant agrees to indemnify and hold the Company harmless from any losses, costs, damages, or expenses relating to any such sale; (d) to the extent the proceeds of such sale exceed the applicable tax withholding obligation, the Company agrees to pay such excess in cash to Participant as soon as reasonably practicable; (e) Participant acknowledges that the Company or its designee is under no obligation to arrange for such sale at any particular price, and that the proceeds of any such sale may not

be sufficient to satisfy the applicable Tax-Related Items; and (f) in the event the proceeds of such sale are insufficient to satisfy the applicable Tax-Related Items, Participant agrees to pay immediately upon demand to the Company or its Affiliate with respect to which the withholding obligation arises an amount in cash sufficient to satisfy any remaining portion of the Company's or the applicable Affiliate's withholding obligation.

3.25 Deemed Acceptance of Agreement for Participants in the United States. In the event Participant works and/or resides in the United States, unless Participant notifies the Company within ten (10) calendar days following receipt of the Grant Notice and this Agreement that Participant declines the Award, Participant will be deemed to have accepted and agreed to the terms and conditions of the Grant Notice, this Agreement and the Plan. Participant acknowledges receipt of a copy of the Plan and represents that Participant is familiar with the terms and provisions thereof, which are incorporated herein by reference.

3.26 Waiver. Participant acknowledges that a waiver by the Company of breach of any provision of this Agreement shall not operate or be construed as a waiver of any other provision of this Agreement, or of any subsequent breach by Participant or any other Participant.

* * * * *

**APPENDIX TO THE
AMENDED AND RESTATED
INTUITIVE SURGICAL, INC. 2009 EMPLOYMENT COMMENCEMENT INCENTIVE PLAN
RESTRICTED STOCK UNIT AGREEMENT
FOR PARTICIPANTS OUTSIDE OF THE UNITED STATES**

Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Agreement or the Plan.

TERMS AND CONDITIONS

This Appendix includes additional terms and conditions that govern the Award granted to Participant under the Plan if Participant works and/or resides in one of the countries listed below. This Appendix forms part of the Agreement.

If Participant is a citizen or resident of a country other than the one in which Participant is currently working, transfers employment to another country after the Grant Date, or is considered a resident of another country for local law purposes, the information contained herein may not be applicable to Participant and the Company shall, in its discretion, determine to what extent the terms and conditions contained herein shall be applicable to Participant.

NOTIFICATIONS

This Appendix also includes information based on the securities, exchange control and other laws in effect in Participant's country as of January 2014. Such laws are often complex and change frequently. As a result, the Company strongly recommends that Participant not rely on the information in this Appendix as the only source of information relating to the consequences of Participant's participation in the Plan because the information may be out of date at the time Participant vests in the RSUs and acquires Shares or sells Shares acquired under the Plan.

In addition, the information is general in nature. The Company is not providing Participant with any tax advice with respect to the Award. The information is provided below may not apply to Participant's particular situation, and the Company is not in a position to assure Participant of any particular result. *Accordingly, Participant is strongly advised to seek appropriate professional advice as to how the tax or other laws in Participant's country apply to his or her situation.*

Finally, if Participant is a citizen or resident of a country other than the one in which Participant is currently working, transfers employment to another country after the Grant Date, or is considered a resident of another country for local law purposes, the information contained herein may not be applicable to Participant in the same manner.

AUSTRIA

NOTIFICATIONS

Exchange Control Information. If Participant holds Shares acquired under the Plan outside of Austria, her or she may have to submit a report to the Austrian National Bank if certain thresholds are exceeded. An exemption applies if the value of the Shares as of any given quarter does not exceed €30,000,000 or as of December 31 does not exceed €5,000,000. If the former threshold is exceeded, quarterly obligations are imposed, whereas if the latter threshold is exceeded, annual reports must be filed. The deadline for filing the quarterly report is the 15th day of the month following the end of the respective quarter. The deadline for filing the annual report is January 31 of the following year.

When Participant sells Shares acquired under the Plan or receives cash dividends paid on such Shares, there may be exchange control obligations if the cash received is held outside Austria. If the transaction volume of all Participant's accounts abroad exceeds €3,000,000, the movements and balances of all accounts must be reported monthly, as of the last day of the month, on or before the fifteenth day of the following month.

BELGIUM

NOTIFICATIONS

Foreign Asset/Account Reporting Information. Participant is required to report any bank accounts opened and maintained outside Belgium on his or her annual tax return.

CZECH REPUBLIC

NOTIFICATIONS

Exchange Control Information. The Czech National Bank may require Participant to fulfill certain notification duties in relation to the Award and the opening and maintenance of a foreign account. However, because exchange control regulations change frequently and without notice, Participant is advised to consult his or her personal legal advisor prior to the vesting of any of the RSUs to ensure compliance with current regulations. Participant is solely responsible for ensuring compliance with exchange control laws in the Czech Republic.

FINLAND

No country-specific provisions apply.

FRANCE

TERMS AND CONDITIONS

RSUs Not Tax-Qualified. Participant understands that the RSUs are not intended to be French tax-qualified pursuant to Section L. 225-197 1 to L. 225-197 6 of the French Commercial Code, as amended.

Language Consent. By accepting the RSUs, Participant confirms having read and understood the Plan and Agreement, including all terms and conditions included therein, which were provided in the English language. Participant accepts the terms of those documents accordingly.

En acceptant ces "RSUs", le Participant confirme avoir lu et compris le Plan et Accord de, incluant tous leurs termes et conditions, qui ont été transmis en langue anglaise. Le Participant accepte les dispositions de ces documents en connaissance de cause.

NOTIFICATIONS

Foreign Asset/Account Reporting Information. If Participant maintains a foreign bank account, this must be reported to the French tax authorities when filing his or her annual tax return.

GERMANY

NOTIFICATIONS

Exchange Control Information. Cross-border payments in excess of €12,500 in connection with the sale of Shares acquired under the Plan or the receipt of any dividends paid on Shares, must be reported monthly to the German Federal Bank on Form Z 10.

INDIA

NOTIFICATIONS

Exchange Control Information. Participant understands that Participant must repatriate any proceeds from the sale of Shares acquired under the Plan and any cash dividends paid on such Shares to India and convert the proceeds into local currency within ninety (90) days of receipt. Participant will receive a foreign inward remittance certificate ("**FIRC**") from the bank where Participant deposits the foreign currency. Participant should maintain the FIRC as evidence of the repatriation of funds in the event the Reserve Bank of India or the Employer requests proof of repatriation. It is Participant's responsibility to comply with applicable exchange control laws in India.

Foreign Asset/Account Reporting Information. Participant is required to declare any foreign bank accounts and any foreign financial assets (including Shares held outside India) in Participant's annual tax return. Participant is responsible for complying with this reporting obligation and is advised to confer with his or her personal tax advisor in this regard.

IRELAND

NOTIFICATIONS

Director Notification Information. If Participant is a director, shadow director A shadow director is an individual who is not on the board of directors of an Irish Affiliate but who has sufficient control so that the board of directors of the Irish or Affiliate, as applicable, acts in accordance with the directions and instructions of the individual. or secretary of an Irish Affiliate, Participant must notify the Irish Affiliate in writing within five business days of receiving or disposing of an interest in the Company (e.g., RSUs, Shares, etc.), or within five business days of becoming aware of the event giving rise to the notification requirement, or within five business days of becoming a director or secretary if such an interest exists at the time. This notification requirement also applies with respect to the interests of a spouse or minor child (whose interests will be attributed to the director, shadow director or secretary, as the case may be).

ITALY

TERMS AND CONDITIONS

Data Privacy. This provision replaces Section 3.7 of the Agreement in its entirety:

Participant understands that the Employer and the Company may hold certain personal information about him or her, including, but not limited to, Participant's name, home address and telephone number, date of birth, social insurance or other identification number, salary, nationality, job title, any Shares or directorships held in the Company or any Affiliate, details of all RSUs or any other entitlement to Shares awarded, canceled, exercised, vested, unvested or outstanding in Participant's favor ("Data"), for the purpose of implementing, managing and administering the Plan and in compliance with applicable laws and regulations.

Participant also understands that providing the Company with Data is necessary for the performance of the Plan and that his or her refusal to provide such Data would make it impossible for the Company to perform its contractual obligations and may affect Participant's ability to participate in the Plan. The Controller of personal data processing is Intuitive Surgical, Inc., with registered offices at 1266 Kifer Road, Sunnyvale, California 94086, United States of America, and, pursuant to Legislative Decree no. 196/2003, its representative for Italy is Intuitive Surgical Sàrl, 1 Chemin des Mûriers, 1170 Aubonne, Switzerland.

*Participant understands that Data will not be publicized, but it may be transferred to banks, other financial institutions, or brokers involved in the management and administration of the Plan. In particular, Participant understands that Data may be transferred to E*Trade Financial Services, Inc., or such other broker that may be engaged by the Company in the future. Participant further understands that the Company and/or any Affiliate will transfer Data among themselves as necessary for the purpose of implementing, administering and managing Participant's participation in the Plan, and that the Company and/or any Affiliate may each further transfer Data to third parties assisting the Company in the implementation, administration, and management of the Plan, including any requisite transfer of Data to E*Trade Financial Services, Inc., or other third party with whom Participant may elect to deposit any Shares acquired under the Plan. Such recipients may receive, possess, use, retain, and transfer Data in electronic or other form, for the purposes of implementing, administering, and managing Participant's participation in the Plan. Participant understands that these recipients may be located in or outside the European Economic Area, such as in the United States or elsewhere and in locations that might not provide the same level of protection as intended under Italian data privacy laws. Should the Company exercise its discretion in suspending all necessary legal obligations connected with the management and administration of the Plan, it will delete Data as soon as it has completed all the necessary legal obligations connected with the management and administration of the Plan.*

Participant understands that Data processing related to the purposes specified above shall take place under

automated or non-automated conditions, anonymously when possible, that comply with the purposes for which Data is collected and with confidentiality and security provisions as set forth by applicable laws and regulations, with specific reference to Legislative Decree no. 196/2003.

The processing activity, including communication, the transfer of Data abroad, including outside the European Economic Area, as herein specified and pursuant to applicable laws and regulations, does not require Participant's consent thereto as the processing is necessary to performance of contractual obligations related to implementation, administration, and management of the Plan. Participant understands that, pursuant to Section 7 of the Legislative Decree no. 196/2003, he or she has the right to, including but not limited to, access, delete, update, correct, or terminate, for legitimate reason, the Data processing. Furthermore, Participant is aware that Data will not be used for direct marketing purposes. In addition, Data provided can be reviewed and questions or complaints can be addressed by contacting Participant's local human resources representative.

Plan Document Acknowledgment. By accepting the RSUs, Participant acknowledges that he or she has received a copy of the Plan, the Grant Notice, the Agreement, and this Appendix and has reviewed the Plan, the Agreement, and this Appendix in their entirety and fully accepts all provisions thereof. Participant further acknowledges that he or she has read and specifically and expressly approves the Grant Notice and the following provisions of the Agreement: (i) Section 2.1: Award of RSUs; (ii) Section 2.2: Vesting of RSUs; (iii) Section 2.3: Distribution of Payment of RSUs; (iv) Section 2.4: Conditions to Issuance of Certificates; (v) Section 2.5: Tax Withholding; (vi) Section 2.6: Nature of Grant; (vii) Section 2.7: Rights as Stockholder; (viii) Section 3.2: RSUs Not Transferable; (ix) Section 3.8: Governing Law; (x) Section 3.9: Compliance with Law; (xi) Section 3.10: Amendment, Suspension and Termination; (xii) Section 3.17: Electronic Delivery and Acceptance; (xiii) Section 3.18: Agreement Severable; (xiv) Section 3.20: Imposition of Other Requirements; (xv) Section 3.21: Insider Trading Restrictions/Market Abuse Laws; (xvi) Section 3.24: Broker-Assisted Sales; (xvii) Section 3.25: Deemed Acceptance of Agreement; (xviii) Section 3.26: Waiver, and the Data Privacy section included in this Appendix.

NOTIFICATIONS

Foreign Asset/Account Reporting Information. Italian residents who, at any time during the fiscal year, hold foreign financial assets (including cash and Shares) which may generate income taxable in Italy are required to report these assets on their annual tax returns (UNICO Form, RW Schedule) for the year during which the assets are held, or on a special form if no tax return is due. These reporting obligations will also apply to Italian residents who are the beneficial owners of foreign financial assets under Italian money laundering provisions.

JAPAN

NOTIFICATIONS

Foreign Asset/Account Reporting Information. If Participant hold assets outside of Japan (including any cash or Shares acquired under the Plan) with a value exceeding ¥50,000,000 (as of December 31 each year), Participant is required to comply with annual tax reporting obligations with respect to such assets. Participant is advised to consult with a personal tax advisor to ensure that he or she is properly complying with applicable reporting requirements.

KOREA

NOTIFICATIONS

Exchange Control Information. Exchange control laws require Korean residents who realize US\$500,000 or more in a single transaction from the sale of Shares or the receipt of any cash dividends to repatriate the proceeds to Korea within eighteen months of the sale/receipt.

Foreign Asset/Account Reporting Information. Korean residents must declare all foreign financial accounts (e.g., non-Korean bank accounts, brokerage accounts, etc.) to the Korean tax authority and file a report with respect to such accounts if the value of such accounts exceeds KRW 1 billion (or an equivalent amount in foreign currency). Participant should consult with his or her personal tax advisor to determine how to value Participant's foreign accounts for purposes of this reporting requirement and whether Participant is required to file a report with respect to such accounts.

MEXICO

NOTIFICATIONS

No Entitlement for Claims or Compensation. The following section supplements Section 2.6 of the Agreement:

Modification. By accepting the Award, Participant understands and agrees that any modification of the Plan or the Agreement or its termination shall not constitute a change or impairment of the terms and conditions of employment.

Policy Statement. The Award the Company is making under the Plan is unilateral and discretionary and, therefore, the Company reserves the absolute right to amend it and discontinue it at any time without any liability.

The Company, with registered offices at 1266 Kifer Road, Sunnyvale, CA 94086, is solely responsible for the administration of the Plan, and participation in the Plan and the grant of the Award do not, in any way, establish an employment relationship between Participant and the Company since Participant is participating in the Plan on a wholly commercial basis and the sole employer is a Mexican or other Affiliate, nor does it establish any rights between Participant and the Employer.

Plan Document Acknowledgment. By accepting the Award, Participant acknowledges that he or she has received copies of the Plan, has reviewed the Plan, Grant Notice and the Agreement in their entirety, and fully understand and accept all provisions of the Plan, Grant Notice and the Agreement.

In addition, Participant further acknowledges that he or she has read and specifically and expressly approves the terms and conditions in Section 2.6 of the Agreement, in which the following is clearly described and established: (i) participation in the Plan does not constitute an acquired right; (ii) the Plan and participation in the Plan is offered by the Company on a wholly discretionary basis; and (iii) participation in the Plan is voluntary.

Finally, Participant hereby declares that he or she does not reserve any action or right to bring any claim against the Company for any compensation or damages as a result of his or her participation in the Plan and therefore grant a full and broad release to the Employer, the Company and any Affiliate with respect to any claim that may arise under the Plan or the Agreement.

Spanish Translation

Ausencia de derechos para reclamos o compensación: *Lo siguiente complementa la sección 2.6 del Convenio.*

Modificaciones: *Al aceptar el Premio, el Participante reconoce y acepta que cualquier modificación al Plan o al Convenio o la terminación del mismo no significará una modificación o detrimento en los términos y condiciones de su relación de trabajo.*

Establecimiento de la Política. *El Premio que la Empresa está haciendo por medio del Plan es unilateral y discional, por tal motivo, la Empresa se reserva el derecho de modificarlo o cancelarlo sin responsabilidad alguna hacia Usted.*

La Empresa, con domicilio registrado en 1266 Kifer Road, Sunnyvale, Ca, 94086, es la única responsable para la administración de Plan y que su participación en los Plan y adquisición de acciones no constituye una relación de trabajo entre la Empresa y el Participante, toda vez que su participación en el Plan es totalmente en base a una relación comercial y que el patrón del Participante es una sociedad Mexicana, afiliada o no a la Empresa. El Plan no establece derechos entre el Participante y su patrón.

Reconocimiento de los Términos y Condiciones. *Al aceptar el Premio, el Participante reconoce que ha recibido una copia del Plan, que ha revisado el Plan y la Notificación de la Entrega y el Convenio completos y reconoce y acepta todas y cada una de las condiciones del Plan, el Aviso de Entrega y el Convenio.*

Aunado a lo anterior, el Participante reconoce que ha leído y específicamente aprueba los términos y condiciones descritas en el punto 2.6 del Convenio, el cual establece que (i) La participación en el Plan no constituye un derecho

adquirido, (ii) El plan y la participación en dicho Plan son ofrecidos por la Empresa en forma totalmente discrecional; y, que (iii) la participación es voluntaria.

Por último, el Participante declara que no se reserva acción legal ni derecho alguno que hacer valer en contra de la Empresa por ninguna compensación o daño derivado de su participación en el Plan; y por tal motivo en este acto otorga a favor de su patrón, la Empresa y cualquier empresa relacionada, el más amplio finiquito que en derecho corresponda en virtud de cualquier reclamación que pudiera surgir con motivo del Plan o el Convenio.

NETHERLANDS

No country-specific provisions apply.

NORWAY

No country-specific provisions apply.

SINGAPORE

NOTIFICATIONS

Securities Law Information. The RSUs have been granted pursuant to the “Qualifying Person” exemption” under section 273(1)(f) of the Securities and Futures Act (Chapter 289, 2006 Ed.) (“**SFA**”). The Plan has not been lodged or registered as a prospectus with the Monetary Authority of Singapore. Participant should note that the RSUs are subject to section 257 of the SFA and Participant will not be able to make (i) any subsequent sale of the Shares in Singapore or (ii) any offer of such subsequent sale of the Shares subject to the RSUs in Singapore, unless such sale or offer is made pursuant to the exemptions under Part XIII Division (1) Subdivision (4) (other than section 280) of the SFA.

Director Notification Information. If Participant is a director, associate director or shadow director of a Singapore Affiliate, Participant must notify the Singapore Affiliate in writing of an interest (e.g., RSU, Shares, etc.) in the Company or any Affiliate within two business days of (i) acquiring or disposing of such interest, (ii) any change in a previously disclosed interest (e.g., sale of Shares), or (iii) becoming a director, associate director or shadow director.

SPAIN

NOTIFICATIONS

Nature of Grant. This provision supplements Section 2.6 of the Agreement:

In accepting the RSUs, Participant consents to participate in the Plan and acknowledges that he or she has received a copy of the Plan.

Participant understands that the Company has unilaterally, gratuitously and discretely decided to grant RSUs under the Plan to individuals who may be employees of the Company or any Affiliate throughout the world. The decision is a limited decision that is entered into upon the express assumption and condition that any grant will not economically or otherwise bind the Company or any Affiliate. Consequently, Participant understands that the RSUs are granted on the assumption and condition that the RSUs and any Shares issued upon vesting of the RSUs are not part of any employment contract (either with the Company or any Affiliate) and shall not be considered a mandatory benefit, salary for any purposes (including severance compensation) or any other right whatsoever. In addition, Participant understands that the RSUs would not be granted to Participant but for the assumptions and conditions referred to herein; thus, Participant acknowledges and freely accepts that should any or all of the assumptions be mistaken or should any of the conditions not be met for any reason, then the grant of the RSUs and any right to the RSUs shall be null and void.

Further, the vesting of the RSUs is expressly conditioned on Participant’s continued employment, such that upon Termination of Service for any reason whatsoever, the RSUs may cease vesting immediately, in whole or in part,

effective on the date of Participant's Termination of Service (unless otherwise specifically provided in the Agreement or the Plan). This will be the case, for example, even if (1) Participant is considered to be unfairly dismissed without cause; (2) Participant is dismissed for disciplinary or objective reasons; (3) Participant's Termination of Service is due to a unilateral breach of contract by the Company or the Employer; or Participant's Termination of Service is due to death, disability or retirement. Consequently, upon Participant's Termination of Service for any of the above reasons, Participant may automatically lose any rights to RSUs that were not vested on the date of Participant's Termination of Service, as described in the Plan and the Agreement.

NOTIFICATIONS

Exchange Control Information. Participant must declare the acquisition of Shares to the Spanish *Dirección General de Comercio e Inversiones* (the "DGCI") for statistical purposes. Participant also must declare the ownership of any Shares each January while the Shares are owned. In addition, if the amount of Shares acquired or sold exceeds €1,502,530 (or if Participant holds 10% or more of the share capital of the Company or such other amount that would entitle Participant to join the Company's board of directors), the declaration must be filed also within one month of the acquisition or sale, as applicable.

Securities Law Information. The grant of RSUs and the Shares issued pursuant to the vesting of RSUs are considered a private placement outside the scope of Spanish laws on public offerings and issuances of securities. Neither the Plan nor the Agreement have been registered with the *Comisión Nacional del Mercado de Valores* and do not constitute a public offering prospectus.

Foreign Asset/Account Reporting Information. To the extent Participant holds assets (*e.g.*, cash or Shares held in a bank or brokerage account) outside Spain with a value in excess of €50,000 per type of asset (*e.g.*, Shares, cash, etc.) as of December 31 each year, Participant is required to report information on such rights and assets on his or her tax return for such year. After such rights or assets are initially reported, the reporting obligation will only apply for subsequent years if the value of any previously-reported rights or assets increases by more than €20,000. The reporting must be completed by March 31. Failure to comply with this reporting requirement may result in penalties. Accordingly, Participant is advised to consult with his or her personal tax and legal advisors to ensure that Participant is properly complying with his or her reporting obligations.

Further, Participant is required to declare electronically to the Bank of Spain any securities accounts (including brokerage accounts held abroad), as well as the securities held in such accounts if the value of the transactions for all such accounts during the relevant year or the balances in such accounts as of December 31st of the relevant year exceeds €1,000,000.

SWEDEN

No country-specific provisions apply.

SWITZERLAND

NOTIFICATIONS

Securities Law Information. The grant of RSUs under the Plan is considered a private offering in Switzerland and is, therefore, not subject to registration in Switzerland.

UNITED KINGDOM

TERMS AND CONDITIONS

Tax Withholding. This provision supplements Section 2.5 of the Agreement:

If payment or withholding of the income tax is not made within ninety (90) days of the event giving rise to the tax or such other period specified in Section 222(1)(c) of the U.K. Income Tax (Earnings and Pensions) Act 2003 (the "Due Date"), the amount of any uncollected income tax will constitute a loan owed by Participant to the Employer, effective

on the Due Date. Participant agrees that the loan will bear interest at the then-current Official Rate of Her Majesty's Revenue and Customs ("HMRC"), it will be immediately due and repayable, and the Company or the Employer may recover it at any time thereafter by any of the means referred to in the Section 2.5 of the Agreement. Notwithstanding the foregoing, if Participant is a director or executive officer of the Company (within the meaning of Section 13(k) of the U.S. Securities and Exchange Act of 1934, as amended), he or she will not be eligible for such a loan to cover the uncollected tax. In the event that Participant is such a director or executive officer and the taxes due are not collected from or paid by Participant by the Due Date, the amount of any uncollected income tax may constitute a benefit to Participant on which additional income tax and national insurance contributions ("NICs") may be payable. Participant will be responsible for reporting and paying any income tax due on this additional benefit directly to HMRC under the self-assessment regime and for paying to the Company or the Employer, as applicable, any employee NICs due on this additional benefit, which Participant agrees the Company or the Employer, as applicable, may recover from Participant by any means referred to in Section 2.5 of the Agreement.

Joint Election for Transfer of Liability for Employer National Insurance Contributions. As a condition of participation in the Plan and the grant of the RSUs, Participant agrees to accept any liability for secondary Class 1 NICs that may be payable by the Employer, the Company or any other Affiliate in connection with the RSUs and any event giving rise to Tax-Related Items ("Employer NICs"). Without prejudice to the foregoing, Participant agrees to execute a joint election with the Company or the Employer, the form of such joint election (the "Joint Election") having been approved formally by HMRC, and any other required consent or election prior to vesting of the RSUs. Participant further agrees to execute such other joint elections as may be required between Participant and any successor to the Employer, the Company and any Affiliate. Participant further agrees that the Employer, the Company or any Affiliate may collect the Employer NICs from Participant by any of the means set forth in Section 2.5 of the Agreement.

If Participant does not enter into a Joint Election prior to vesting of the RSUs, Participant's RSUs will not be settled unless and until Participant enters into a Joint Election, without any liability to the Employer, the Company or any Affiliate.

**Intuitive Surgical, Inc.
Stock Option Grant Notice
(2010 Incentive Award Plan)**

Intuitive Surgical, Inc. (the "Company"), pursuant to its 2010 Incentive Award Plan (the "Plan"), hereby grants to Optionholder an option to purchase the number of shares of the Company's Common Stock set forth below. This option is subject to all of the terms and conditions as set forth herein and in the Stock Option Agreement, the Plan and the Notice of Exercise, all of which are attached hereto and incorporated herein in their entirety.

Optionholder:
Date of Grant:
Vesting Commencement Date:
Number of Shares Subject to Option:
Exercise Price (Per Share):
Total Exercise Price:
Expiration Date:

Type of Grant: Incentive Stock Option ⁽¹⁾ o
 Nonstatutory Stock Option o

Exercise Schedule: Early Exercise Is Not Permitted

Vesting Schedule: [To be set forth in individual agreement]

Payment: By one or a combination of the following items (described in the Stock Option Agreement):
 By cash or check
 Pursuant to a Regulation T Program if the Shares are publicly traded
 By delivery of already-owned shares if the Shares are publicly traded

Additional Terms/Acknowledgements: The undersigned Optionholder acknowledges receipt of, and understands and agrees to, this Grant Notice, the Stock Option Agreement and the Plan. Optionholder further acknowledges that as of the Date of Grant, this Grant Notice, the Stock Option Agreement and the Plan set forth the entire understanding between Optionholder and the Company regarding the acquisition of stock in the Company and supersede all prior oral and written agreements on that subject with the exception of (i) options previously granted and delivered to Optionholder under the Plan, and (ii) the following agreements only:

Other Agreements:

Intuitive Surgical, Inc.

Optionholder:

Title: _____
Date: _____

Date: _____

Attachments: Stock Option Agreement and 2010 Incentive Award Plan

(1) If this is an incentive stock option, it (plus your other outstanding incentive stock options) cannot be first exercisable for more than \$100,000 in any calendar year. Any excess over \$100,000 is a nonstatutory stock option.

**AMENDED AND RESTATED
INTUITIVE SURGICAL, INC. 2010 INCENTIVE AWARD PLAN**

RESTRICTED STOCK UNIT GRANT NOTICE

Intuitive Surgical, Inc., a Delaware corporation (the “Company”), pursuant to its Amended and Restated 2010 Incentive Award Plan, as amended from time to time (the “Plan”), hereby grants to the holder listed below (“Participant”) the number of Restricted Stock Units (the “RSUs”) set forth below. The RSUs are subject to the terms and conditions set forth in this Restricted Stock Unit Grant Notice (the “Grant Notice”) and the Restricted Stock Unit Agreement (including any special terms and conditions set for in any appendix thereto for Participant’s country) attached hereto as Exhibit A (the “Agreement”) and the Plan, which are incorporated herein by reference. Unless otherwise defined herein, the terms defined in the Plan shall have the same defined meanings in the Grant Notice and the Agreement.

Grant Number**Participant:****Grant Date:****Number of RSUs:****Type of Shares Issuable:** Common Stock**Vesting Schedule:** [To be set forth in individual agreement]

By Participant’s signature below, Participant agrees to be bound by the terms and conditions of the Plan, the Agreement and the Grant Notice. Participant has reviewed the Agreement, the Plan and the Grant Notice in their entirety, has had an opportunity to obtain the advice of counsel prior to executing the Grant Notice and fully understands all provisions of the Grant Notice, the Agreement and the Plan. Participant hereby agrees to accept as binding, conclusive and final all decisions or interpretations of the Administrator upon any questions arising under the Plan, the Grant Notice or the Agreement.

INTUITIVE SURGICAL, INC.

Title:

Grant Date

PARTICIPANT

By:

Print Name

Exhibit A
TO RESTRICTED STOCK UNIT GRANT NOTICE

RESTRICTED STOCK UNIT AGREEMENT

Pursuant to the Grant Notice to which this Agreement is attached, the Company has granted to Participant the number of RSUs set forth in the Grant Notice (this "Award").

ARTICLE I.

GENERAL

1.1 Defined Terms. Capitalized terms not specifically defined herein shall have the meanings specified in the Plan or the Grant Notice.

1.2 Incorporation of Terms of Plan. The RSUs and the shares of Common Stock ("Stock") issued to Participant hereunder ("Shares") are subject to the terms and conditions set forth in this Agreement (including any special terms and conditions set forth any appendix attached hereto for Participant's country (the "Appendix")) and the Plan, which is incorporated herein by reference. In the event of any inconsistency between the Plan and this Agreement, the terms of the Plan shall control.

ARTICLE II.

AWARD OF RESTRICTED STOCK UNITS

2.1 Award of RSUs.

(a) Effective as of the grant date set forth in the Grant Notice (the "Grant Date"), the Company has granted to Participant the number of RSUs set forth in the Grant Notice, upon the terms and conditions set forth in the Grant Notice, the Plan and this Agreement, subject to adjustment as provided in Section 13.2 of the Plan. Each RSU represents the right to receive one Share or, at the option of the Company, an amount of cash as set forth in Section 2.3(b), in either case, at the times and subject to the conditions set forth herein. However, unless and until the RSUs have vested, Participant will have no right to the payment of any Shares subject thereto. Prior to the actual delivery of any Shares, the RSUs will represent an unsecured obligation of the Company, payable only from the general assets of the Company.

2.2 Vesting of RSUs.

(a) Subject to Participant's continued employment with or service to the Company or an Affiliate on each applicable vesting date and subject to the terms of this Agreement, the RSUs shall vest in such amounts and at such times as are set forth in the Grant Notice.

(b) In the event Participant incurs a Termination of Service, except as may be otherwise provided by the Administrator or as set forth in a written agreement between Participant and the Company, Participant shall immediately forfeit any and all RSUs granted under this Agreement which have not vested or do not vest on or prior to the date on which such Termination of Service occurs, and Participant's rights in any such RSUs which are not so vested shall lapse and expire.

(c) Notwithstanding 2.2(a) hereof and the Grant Notice, but subject to 2.2(b) hereof, vesting of the RSUs is also subject to acceleration under certain circumstances following a Change of Control (as defined in the Intuitive Surgical, Inc. Severance Plan (the "Severance Plan")), in accordance with the terms of the Severance Plan, as may be amended from time to time. The Severance Plan can be found on the Company's Infoweb. The terms of the Severance Plan include that the Board has the discretionary authority to amend or terminate the Severance Plan in any respect by resolution adopted by a two-thirds or greater majority of the Board, unless a Change of Control has previously occurred. Any changes to the terms of the Severance Plan properly approved by the Board shall be binding on the RSUs being granted in the Grant Notice.

(d) For purposes of this Agreement and the Award granted hereunder, vesting of the Award shall not cease when Participant goes on a bona fide leave of absence that was approved by the Company or an Affiliate, as applicable, in writing, if the terms of the leave provide for continued service crediting, or when continued service crediting is required by applicable law (“Protected Leave”) (i.e., if Participant goes on a leave of absence that is not a bona fide leave of absence that was approved by the Company or an Affiliate, as applicable, in writing, if the terms of the leave does not provide for continued service crediting, and/or when continued service crediting is not required by applicable law (“Unprotected Leave”), vesting of the Award shall be tolled on the first day of such leave of absence). Vesting of the Award granted under this Agreement shall be tolled on the 90th day following Participant’s first day on Protected Leave, unless Participant’s right to return to active work is guaranteed by law or by a contract; vesting in any event shall be tolled when the approved Protected Leave ends unless Participant returns to active work immediately, or within the time guaranteed by law or by a contract. For the avoidance of doubt, for purposes of this Agreement and the Award granted hereunder, in the event Participant does not return to active work within 90 days following his or her first day on Protected Leave, or on his or her first day on Unprotected Leave, Participant shall not be deemed to have experienced a Termination of Service, unless the Plan otherwise provides or the Administrator otherwise determines. The Administrator determines which leaves count for the purposes described in this paragraph and when Participant has experienced a Termination of Service for all purposes under the Plan, the Grant Notice, this Agreement and the Award granted hereunder.

2.3 Distribution or Payment of RSUs.

(a) Participant’s RSUs shall be distributed in Shares (either in book-entry form or otherwise) or, at the option of the Company, paid in an amount of cash as set forth in Section 2.3(b), in either case, as soon as administratively practicable following the vesting of the applicable RSU pursuant to Section 2.2, and, in any event, within sixty (60) days following such vesting. Notwithstanding the foregoing, the Company may delay a distribution or payment in settlement of RSUs if it reasonably determines that such payment or distribution will violate securities laws or any other applicable law, *provided* that such distribution or payment shall be made at the earliest date at which the Company reasonably determines that the making of such distribution or payment will not cause such violation, as required by Treasury Regulation Section 1.409A-2(b)(7)(ii), and *provided further* that no payment or distribution shall be delayed under this Section 2.3(a) if such delay will result in a violation of Section 409A of the Code.

(b) In the event that the Company elects to make payment of Participant’s RSUs in cash, the amount of cash payable with respect to each RSU shall be equal to the Fair Market Value of a Share on the day immediately preceding the applicable distribution or payment date set forth in Section 2.3(a). All distributions made in Shares shall be made by the Company only in the form of whole Shares. The Company, may, in its sole discretion round any fractional shares up or down to the nearest whole Share or distribute the fractional Shares in cash in an amount equal to the value of such fractional share determined based on the Fair Market Value as of the date immediately preceding the date of such distribution.

2.4 Conditions to Issuance of Certificates. The Company shall not be required to issue or deliver any certificate or certificates for any Shares prior to the fulfillment of all of the following conditions: (a) the admission of the Shares to listing on all stock exchanges on which such Shares are then listed, (b) the completion of any registration or other qualification of the Shares under any applicable law, or under rulings or regulations of the U.S. Securities and Exchange Commission or other governmental regulatory body, which the Administrator shall, in its absolute discretion, deem necessary or advisable, and (c) the obtaining of any approval or other clearance from any governmental agency that the Administrator shall, in its absolute discretion, determine to be necessary or advisable.

2.5 Tax Withholding. Notwithstanding any other provision of this Agreement:

(a) Participant acknowledges that, regardless of any action taken by the Company or, if different, the entity to which Participant provides services (the “Employer”), the ultimate liability for all income tax, social insurance, payroll tax, fringe benefits tax, payment on account or other tax related items related to Participant’s participation in the Plan and legally applicable to Participant (“Tax-Related Items”) is and remains Participant’s responsibility and may exceed the amount actually withheld by the Company or the Employer. Participant further acknowledges that the Company and/or the Employer (i) make no representations or undertaking regarding the treatment of any Tax-Related Items in connection with any aspect of the RSUs, including but not limited to, the grant, vesting or settlement of the RSUs, the subsequent sale of Shares acquired pursuant to such settlement and the receipt of any dividends; and (ii) do not commit to and are under no obligation to structure the terms of the grant or any aspect of the RSUs to reduce

or eliminate Participant's liability for Tax-Related Items or achieve any particular tax result. Further, if Participant is subject to Tax-Related Items in more than one jurisdiction, Participant acknowledges that the Company and/or the Employer (or former employer, as applicable) may be required to withhold or account for Tax-Related Items in more than one jurisdiction.

(b) Prior to any relevant taxable or tax withholding event, as applicable, Participant agrees to make adequate arrangements satisfactory to the Company and/or the Employer to satisfy all Tax-Related Items. In this regard, Participant authorizes the Company and/or the Employer, or their respective agents at their discretion to satisfy their withholding obligations with regard to all Tax-Related Items by one or a combination of the following:

(i) by requiring payment by cash or check made payable to the Company and/or the Affiliate(s) with respect to which the withholding obligation arises; or

(ii) by the deduction of such amount from other compensation payable to Participant;

(iii) with respect to any Tax-Related Items arising in connection with the vesting and settlement of the RSUs, by withholding a net number of vested shares of Stock otherwise issuable pursuant to the RSUs to satisfy the Tax-Related Items;

(iv) by withholding from proceeds of the sale of Shares acquired upon vesting/settlement of the RSUs either through a voluntary sale or through a mandatory sale arranged by the Company (on Participant's behalf pursuant to this authorization, without further consent); or

(v) in any combination of the foregoing.

(c) Depending on the withholding method, the Company may withhold or account for Tax-Related Items by considering applicable minimum statutory withholding rates or other withholding rates, including maximum withholding rates, in which case Participant will receive a refund of any over-withheld amount in cash and will have no entitlement to the Share equivalent. If the obligation for Tax-Related Items is satisfied by withholding in Shares, for tax purposes, Participant is deemed to have been issued the full number of Shares subject to the vested RSUs, notwithstanding that a number of the Shares are held back solely for the purpose of paying Tax-Related Items.

(d) The Company shall not be obligated to deliver any certificate representing Shares issuable with respect to the RSUs to Participant or his or her legal representative unless and until Participant or his or her legal representative shall have paid or otherwise satisfied in full the amount of all Tax-Related Items applicable with respect to the taxable income of Participant resulting from the vesting or settlement of the RSUs or any other taxable event related to the RSUs.

(e) In the event any tax withholding obligation arising in connection with the RSUs will be satisfied under Section 2.5(b)(iii), then the Company may elect to instruct any brokerage firm determined acceptable to the Company for such purpose to sell on Participant's behalf (either through a voluntary sale or mandatory sale, without further consent) a whole number of Shares from the vested Shares then issuable to Participant pursuant to the RSUs as the Company determines to be appropriate to generate cash proceeds sufficient to satisfy the tax withholding obligation for Tax-Related Items and to remit the proceeds of such sale to the Company or the Affiliate with respect to which the withholding obligation arises. Participant's acceptance of this Award constitutes Participant's instruction and authorization to the Company and such brokerage firm to complete the transactions described in this Section 2.5(e), including the transactions described in the previous sentence, as applicable. The Company may refuse to issue any Shares in settlement of the RSUs to Participant until the foregoing tax withholding obligations are satisfied, *provided* that no payment shall be delayed under this Section 2.5(e) if such delay will result in a violation of Section 409A of the Code.

2.6 Nature of Grant. In accepting this Award, Participant acknowledges, understands and agrees that:

(a) the Plan is established voluntarily by the Company, it is discretionary in nature and it may be modified, amended, suspended or terminated by the Company at any time, to the extent permitted by the Plan;

(b) the grant of the RSUs is voluntary and occasional and does not create any contractual or other right to receive future grants of RSUs, or benefits in lieu of RSUs, even if RSUs have been granted in the past;

(c) all decisions with respect to future RSUs or other grants, if any, will be at the sole discretion of

the Company;

(d) Participant is voluntarily participating in the Plan;

(e) the RSUs and the Shares subject to the RSUs are not intended to replace any pension rights or compensation;

(f) the RSUs and the Shares subject to the RSUs, and the income and value of same are not part of normal or expected compensation for purposes of calculating any severance, resignation, termination, redundancy, dismissal, end-of-service payments, bonuses, long-service awards, pension or retirement or welfare benefits or similar payments;

(g) the future value of the underlying Shares is unknown, indeterminable and cannot be predicted with certainty;

(h) no claim or entitlement to compensation or damages shall arise from forfeiture of the RSUs resulting from Participant's Termination of Service (for any reason whatsoever and whether or not later found to be invalid or in breach of employment laws in the jurisdiction where Participant is employed or the terms of Participant's employment agreement, if any), and in consideration of the grant of RSUs to which Participant is otherwise not entitled, Participant irrevocably agrees never to institute any claim against the Company or any of its Affiliates, waive any ability, if any, to bring any such claim, and releases the Company and its Affiliates from any such claim; if not withstanding the foregoing, any such claim is allowed by a court of competent jurisdiction, then by participating in the Plan, Participant shall be deemed irrevocably to have agreed not to pursue such claim and agree to execute any and all documents necessary to request dismissal or withdrawal of such claims;

(i) unless otherwise provided in the Plan or by the Company in its discretion, the RSUs and the benefits evidenced by this Agreement do not create any entitlement to have the RSUs or any such benefits transferred to, or assumed by another company, nor to be exchanged, cashed out or substituted for in connection with any corporate transaction affecting the Stock of the Company; and

(j) Participant acknowledges and agrees that neither the Company, the Employer nor any other Affiliate shall be liable for any foreign exchange rate fluctuation between Participant's local currency and the United States Dollar that may affect the value of the RSUs or of any amounts due to Participant pursuant to the settlement of the RSUs or the subsequent sale of any Shares acquired upon settlement.

2.7 Rights as Stockholder. Neither Participant nor any person claiming under or through Participant will have any of the rights or privileges of a stockholder of the Company in respect of any Shares deliverable hereunder unless and until certificates representing such Shares (which may be in book-entry form) will have been issued and recorded on the records of the Company or its transfer agents or registrars, and delivered to Participant (including through electronic delivery to a brokerage account). Except as otherwise provided herein, after such issuance, recordation and delivery, Participant will have all the rights of a stockholder of the Company with respect to such Shares, including, without limitation, the right to receipt of dividends and distributions on such Shares.

ARTICLE III.

OTHER PROVISIONS

3.1 Administration. The Administrator shall have the power to interpret the Plan, the Grant Notice and this Agreement and to adopt such rules for the administration, interpretation and application of the Plan, the Grant Notice and this Agreement as are consistent therewith and to interpret, amend or revoke any such rules. All actions taken and all interpretations and determinations made by the Administrator will be final and binding upon Participant, the Company and all other interested persons. To the extent allowable pursuant to applicable law, no member of the Committee or the Board will be personally liable for any action, determination or interpretation made with respect to the Plan, the Grant Notice or this Agreement.

3.2 RSUs Not Transferable. The RSUs may not be sold, pledged, assigned or transferred in any manner other than by will or the laws of descent and distribution, unless and until the Shares underlying the RSUs have been issued, and all restrictions applicable to such Shares have lapsed. No RSUs or any interest or right therein or part thereof shall

be liable for the debts, contracts or engagements of Participant or his or her successors in interest or shall be subject to disposition by transfer, alienation, anticipation, pledge, encumbrance, assignment or any other means whether such disposition be voluntary or involuntary or by operation of law by judgment, levy, attachment, garnishment or any other legal or equitable proceedings (including bankruptcy), and any attempted disposition thereof shall be null and void and of no effect, except to the extent that such disposition is permitted by the preceding sentence.

3.3 **Adjustments.** The Administrator may accelerate the vesting of all or a portion of the RSUs in such circumstances as it, in its sole discretion, may determine. Participant acknowledges that the RSUs and the Shares subject to the RSUs are subject to adjustment, modification and termination in certain events as provided in this Agreement and the Plan, including Section 13.2 of the Plan.

3.4 **Notices.** Any notice to be given under the terms of this Agreement to the Company shall be addressed to the Company in care of the Secretary of the Company at the Company's principal office, and any notice to be given to Participant shall be addressed to Participant at Participant's last address reflected on the Company's records. By a notice given pursuant to this Section 3.4, either party may hereafter designate a different address for notices to be given to that party. Any notice shall be deemed duly given when sent via email or when sent by certified mail (return receipt requested) and deposited (with postage prepaid) in a post office or branch post office regularly maintained by the United States Postal Service or any equivalent non-U.S. postal service.

3.5 **Titles.** Titles are provided herein for convenience only and are not to serve as a basis for interpretation or construction of this Agreement.

3.6 **No Advice Regarding Grant.** The Company is not providing any tax, legal or financial advice, nor is the Company making any recommendations regarding Participant's participation in the Plan, or Participant's acquisition or sale of the underlying Shares. Participant is hereby advised to consult with his or her own personal tax, legal and financial advisors regarding Participant's participation in the Plan before taking any action related to the Plan.

3.7 **Data Privacy.**

(a) *Participant hereby explicitly and unambiguously consents to the collection, use and transfer, in electronic or other form, of Participant's personal data as described in this Agreement and any other RSU grant materials by and among, as applicable, the Employer, the Company and its other Affiliates for the exclusive purpose of implementing, administering and managing Participant's participation in the Plan.*

(b) *Participant understand that the Company and the Employer may hold certain personal information about Participant, including, but not limited to, Participant's name, home address and telephone number, date of birth, social insurance number or other identification number, salary, nationality, job title, any Shares or directorships held in the Company, details of all RSUs or any other entitlement to Shares awarded, canceled, exercised, vested, unvested or outstanding in Participant's favor, ("Data") for the exclusive purpose of implementing, administering and managing the Plan.*

(c) *Participant understand that Data will be transferred to E*TRADE Financial Services, Inc., or to any stock plan service provider as may be selected by the Company in the future, which is assisting the Company with the implementation, administration and management of the Plan. Participant understands that the recipients of the Data may be located in the United States or elsewhere, and that the recipients' country (e.g., the United States) may have different data privacy laws and protections than Participant's country. Participant understands that if he or she resides outside the United States, he or she may request a list with the names and addresses of any potential recipients of the Data by contacting his or her local human resources representative. Participant authorizes the Company, E*TRADE Financial Services, Inc. and any other possible recipients which may assist the Company (presently or in the future) with implementing, administering and managing the Plan to receive, possess, use, retain and transfer the Data, in electronic or other form, for the sole purpose of implementing, administering and managing Participant's participation in the Plan. Participant understands that Data will be held only as long as is necessary to implement, administer and manage Participant's participation in the Plan. Participant understands that if he or she resides outside the United States, he or she may, at any time view Data, request additional information about the storage and processing of Data, require any necessary amendments to Data or refuse or withdraw the consents herein, in any case without cost, by contacting in writing his or her local human resources representative. Further, Participant understands that Participant is providing the consents herein on a purely voluntary basis. If Participant does not consent, or if Participant later seeks to revoke his or her consent, Participant's employment status or service*

and career with the Employer will not be adversely affected; the only adverse consequence of refusing or withdrawing Participant's consent is that the Company would not be able to grant RSUs to Participant or other equity awards or administer or maintain such awards. Therefore, Participant understands that refusing or withdrawing his or her consent may affect Participant's ability to participate in the Plan. For more information on the consequences of Participant's refusal to consent or withdrawal of consent, Participant understands that he or she may contact his or her local human resources representative.

3.8 Governing Law/Venue. The laws of the State of Delaware shall govern the interpretation, validity, administration, enforcement and performance of the terms of this Agreement regardless of the law that might be applied under principles of conflicts of laws. For purposes of litigating any dispute that arises directly or indirectly from the relationship of the parties evidenced by this Agreement, the parties hereby submit to and consent the courts of Santa Clara County, California, or the federal courts for the United States for the Northern District of California, and no other courts, where this Award is made and/or to be performed.

3.9 Conformity to Applicable Law. Participant acknowledges that the Plan, the Grant Notice and this Agreement are intended to conform to the extent necessary with all applicable laws, including, without limitation, the provisions of the U.S. Securities Act and the Exchange Act, and any and all regulations and rules promulgated thereunder by the U.S. Securities and Exchange Commission, and any other laws and regulations. Notwithstanding anything herein to the contrary, the Plan shall be administered, and the RSUs are granted, only in such a manner as to conform to such applicable law. To the extent permitted by applicable law, the Plan and this Agreement shall be deemed amended to the extent necessary to conform to applicable law.

3.10 Amendment, Suspension and Termination. To the extent permitted by the Plan, this Agreement may be wholly or partially amended or otherwise modified, suspended or terminated at any time or from time to time by the Administrator or the Board, *provided* that, except as may otherwise be provided by the Plan, no amendment, modification, suspension or termination of this Agreement shall adversely affect the RSUs in any material way without the prior written consent of Participant.

3.11 Successors and Assigns. The Company may assign any of its rights under this Agreement to single or multiple assignees, and this Agreement shall inure to the benefit of the successors and assigns of the Company. Subject to the restrictions on transfer set forth in Section 3.2 and the Plan, this Agreement shall be binding upon and inure to the benefit of the heirs, legatees, legal representatives, successors and assigns of the parties hereto.

3.12 Limitations Applicable to Section 16 Persons. Notwithstanding any other provision of the Plan or this Agreement, if Participant is subject to Section 16 of the Exchange Act, the Plan, the RSUs the Grant Notice and this Agreement shall be subject to any additional limitations set forth in any applicable exemptive rule under Section 16 of the Exchange Act (including any amendment to Rule 16b-3 of the Exchange Act) that are requirements for the application of such exemptive rule. To the extent permitted by applicable law, this Agreement shall be deemed amended to the extent necessary to conform to such applicable exemptive rule.

3.13 Not a Contract of Employment. Nothing in this Agreement or in the Plan shall confer upon Participant any right to continue to serve as an employee or other service provider of the Company or any Affiliate or shall interfere with or restrict in any way the rights of the Company and its Affiliates, which rights are hereby expressly reserved, to discharge or terminate the services of Participant at any time for any reason whatsoever, with or without cause, except to the extent expressly provided otherwise in a written agreement between the Company or an Affiliate and Participant.

3.14 Entire Agreement. The Plan, the Grant Notice and this Agreement (including the Appendix and any other exhibit hereto) constitute the entire agreement of the parties and supersede in their entirety all prior undertakings and agreements of the Company and Participant with respect to the subject matter hereof.

3.15 Section 409A. This Award is not intended to constitute "nonqualified deferred compensation" within the meaning of Section 409A of the Code (together with any Department of Treasury regulations and other interpretive guidance issued thereunder, including without limitation any such regulations or other guidance that may be issued after the date hereof, "Section 409A"). However, notwithstanding any other provision of the Plan, the Grant Notice or this Agreement, if at any time the Administrator determines that this Award (or any portion thereof) may be subject to Section 409A, the Administrator shall have the right in its sole discretion (without any obligation to do so or to indemnify Participant or any other person for failure to do so) to adopt such amendments to the Plan, the Grant Notice or this Agreement, or adopt other policies and procedures (including amendments, policies and procedures with

retroactive effect), or take any other actions, as the Administrator determines are necessary or appropriate for this Award either to be exempt from the application of Section 409A or to comply with the requirements of Section 409A.

3.16 Language. If Participant received this Agreement or any other document related to the Plan translated into a language other than English and if the meaning of the translated version is different than the English version, the English version will control.

3.17 Electronic Delivery and Acceptance. The Company may, in its sole discretion decide to deliver any documents related to current or future participation in the Plan by electronic means. Participant hereby consents to receive such documents by electronic delivery and agree to participate in the Plan through an on-line or electronic system established and maintained by the Company or a third party designated by the Company.

3.18 Agreement Severable. In the event that any provision of the Grant Notice or this Agreement is held invalid or unenforceable, such provision will be severable from, and such invalidity or unenforceability will not be construed to have any effect on, the remaining provisions of the Grant Notice or this Agreement.

3.19 Appendix. Notwithstanding any provisions in this Agreement, the RSUs shall be subject to any special terms and conditions set forth in any Appendix to this Agreement for Participant's country. Moreover, if Participant relocates to one of the countries included in the Appendix, the special terms and conditions for such country will apply to Participant, to the extent the Company determines that the application of such terms and conditions is necessary or advisable for legal or administrative reasons. The Appendix constitutes part of this Agreement.

3.20 Imposition of Other Requirements. The Company reserves the right to impose other requirements on Participant's participation in the Plan, on the RSUs and on any Shares acquired under the Plan, to the extent the Company determines it is necessary or advisable for legal or administrative reasons, and to require Participant to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing.

3.21 Insider Trading Restrictions/Market Abuse Laws. Participant acknowledges that, depending on his or her country of residence, Participant may be subject to insider trading restrictions and/or market abuse laws, which may affect Participant's ability to acquire or sell Shares or rights to Shares (e.g., RSUs) under the Plan during such times as Participant is considered to have "inside information" regarding the Company (as defined by the laws in Participant's country). Any restrictions under these laws or regulations are separate from and in addition to any restrictions that may be imposed under any applicable Company insider trading policy. Participant acknowledges that it is Participant's responsibility to comply with any applicable restrictions, and Participant is advised to speak to his or her personal advisor on this matter.

3.22 Limitation on Participant's Rights. Participation in the Plan confers no rights or interests other than as herein provided. This Agreement creates only a contractual obligation on the part of the Company as to amounts payable and shall not be construed as creating a trust. Neither the Plan nor any underlying program, in and of itself, has any assets. Participant shall have only the rights of a general unsecured creditor of the Company with respect to amounts credited and benefits payable, if any, with respect to the RSUs.

3.23 Counterparts. The Grant Notice may be executed in one or more counterparts, including by way of any electronic signature, subject to applicable law, each of which shall be deemed an original and all of which together shall constitute one instrument.

3.24 Broker-Assisted Sales. In the event of any broker-assisted sale of Shares in connection with the payment of withholding taxes as provided in Section 2.5(b)(iv): (a) any Shares to be sold through a broker-assisted sale will be sold on the day the tax withholding obligation arises or as soon thereafter as practicable; (b) such Shares may be sold as part of a block trade with other participants in the Plan in which all participants receive an average price; (c) Participant will be responsible for all broker's fees and other costs of sale, and Participant agrees to indemnify and hold the Company harmless from any losses, costs, damages, or expenses relating to any such sale; (d) to the extent the proceeds of such sale exceed the applicable tax withholding obligation, the Company agrees to pay such excess in cash to Participant as soon as reasonably practicable; (e) Participant acknowledges that the Company or its designee is under no obligation to arrange for such sale at any particular price, and that the proceeds of any such sale may not be sufficient to satisfy the applicable Tax-Related Items; and (f) in the event the proceeds of such sale are insufficient to satisfy the applicable Tax-Related Items, Participant agrees to pay immediately upon demand to the Company or

its Affiliate with respect to which the withholding obligation arises an amount in cash sufficient to satisfy any remaining portion of the Company's or the applicable Affiliate's withholding obligation.

3.25 Deemed Acceptance of Agreement for Participants in the United States. In the event Participant works and/or resides in the United States, unless Participant notifies the Company within ten (10) calendar days following receipt of the Grant Notice and this Agreement that Participant declines the Award, Participant will be deemed to have accepted and agreed to the terms and conditions of the Grant Notice, this Agreement and the Plan. Participant acknowledges receipt of a copy of the Plan and represents that Participant is familiar with the terms and provisions thereof, which are incorporated herein by reference.

3.26 Waiver. Participant acknowledges that a waiver by the Company of breach of any provision of this Agreement shall not operate or be construed as a waiver of any other provision of this Agreement, or of any subsequent breach by Participant or any other Participant.

* * * * *

**APPENDIX TO THE
AMENDED AND RESTATED
INTUITIVE SURGICAL, INC. 2010 INCENTIVE AWARD PLAN**

**RESTRICTED STOCK UNIT AGREEMENT
FOR PARTICIPANTS OUTSIDE OF THE UNITED STATES**

Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Agreement or the Plan.

Terms and Conditions

This Appendix includes additional terms and conditions that govern the Award granted to Participant under the Plan if Participant works and/or resides in one of the countries listed below. This Appendix forms part of the Agreement.

If Participant is a citizen or resident of a country other than the one in which Participant is currently working, transfers employment to another country after the Grant Date, or is considered a resident of another country for local law purposes, the information contained herein may not be applicable to Participant and the Company shall, in its discretion, determine to what extent the terms and conditions contained herein shall be applicable to Participant.

Notifications

This Appendix also includes information based on the securities, exchange control and other laws in effect in Participant's country as of January 2014. Such laws are often complex and change frequently. As a result, the Company strongly recommends that Participant not rely on the information in this Appendix as the only source of information relating to the consequences of Participant's participation in the Plan because the information may be out of date at the time Participant vests in the RSUs and acquires Shares or sells Shares acquired under the Plan.

In addition, the information is general in nature. The Company is not providing Participant with any tax advice with respect to the Award. The information is provided below may not apply to Participant's particular situation, and the Company is not in a position to assure Participant of any particular result. *Accordingly, Participant is strongly advised to seek appropriate professional advice as to how the tax or other laws in Participant's country apply to his or her situation.*

Finally, if Participant is a citizen or resident of a country other than the one in which Participant is currently working, transfers employment to another country after the Grant Date, or is considered a resident of another country for local law purposes, the information contained herein may not be applicable to Participant in the same manner.

AUSTRIA

NOTIFICATIONS

Exchange Control Information. If Participant holds Shares acquired under the Plan outside of Austria, her or she may have to submit a report to the Austrian National Bank if certain thresholds are exceeded. An exemption applies if the value of the Shares as of any given quarter does not exceed €30,000,000 or as of December 31 does not exceed €5,000,000. If the former threshold is exceeded, quarterly obligations are imposed, whereas if the latter threshold is exceeded, annual reports must be filed. The deadline for filing the quarterly report is the 15th day of the month following the end of the respective quarter. The deadline for filing the annual report is January 31 of the following year.

When Participant sells Shares acquired under the Plan or receives cash dividends paid on such Shares, there may be exchange control obligations if the cash received is held outside Austria. If the transaction volume of all Participant's accounts abroad exceeds €3,000,000, the movements and balances of all accounts must be reported monthly, as of the last day of the month, on or before the fifteenth day of the following month.

BELGIUM

NOTIFICATIONS

Foreign Asset/Account Reporting Information. Participant is required to report any bank accounts opened and maintained outside Belgium on his or her annual tax return.

CZECH REPUBLIC

NOTIFICATIONS

Exchange Control Information. The Czech National Bank may require Participant to fulfill certain notification duties in relation to the Award and the opening and maintenance of a foreign account. However, because exchange control regulations change frequently and without notice, Participant is advised to consult his or her personal legal advisor prior to the vesting of any of the RSUs to ensure compliance with current regulations. Participant is solely responsible for ensuring compliance with exchange control laws in the Czech Republic.

FINLAND

No country-specific provisions apply.

FRANCE

TERMS AND CONDICTIONS

RSUs Not Tax-Qualified. Participant understands that the RSUs are not intended to be French tax-qualified pursuant to Section L. 225-197 1 to L. 225-197 6 of the French Commercial Code, as amended.

Language Consent. By accepting the RSUs, Participant confirms having read and understood the Plan and Agreement, including all terms and conditions included therein, which were provided in the English language. Participant accepts the terms of those documents accordingly.

En acceptant ces "RSUs", le Participant confirme avoir lu et compris le Plan et Accord de, incluant tous leurs termes et conditions, qui ont été transmis en langue anglaise. Le Participant accepte les dispositions de ces documents en connaissance de cause.

NOTIFICATIONS

Foreign Asset/Account Reporting Information. If Participant maintains a foreign bank account, this must be reported to the French tax authorities when filing his or her annual tax return.

GERMANY

NOTIFICATIONS

Exchange Control Information. Cross-border payments in excess of €12,500 in connection with the sale of Shares acquired under the Plan or the receipt of any dividends paid on Shares, must be reported monthly to the German Federal Bank on Form Z 10.

INDIA

NOTIFICATIONS

Exchange Control Information. Participant understands that Participant must repatriate any proceeds from the sale of Shares acquired under the Plan and any cash dividends paid on such Shares to India and convert the proceeds into local currency within ninety (90) days of receipt. Participant will receive a foreign inward remittance certificate ("FIRC") from the bank where Participant deposits the foreign currency. Participant should maintain the FIRC as evidence of the repatriation of funds in the event the Reserve Bank of India or the Employer requests proof of repatriation. It is Participant's responsibility to comply with applicable exchange control laws in India.

Foreign Asset/Account Reporting Information. Participant is required to declare any foreign bank accounts and any foreign financial assets (including Shares held outside India) in Participant's annual tax return. Participant is responsible for complying with this reporting obligation and is advised to confer with his or her personal tax advisor in this regard.

IRELAND

NOTIFICATIONS

Director Notification Information. If Participant is a director, shadow director A shadow director is an individual who is not on the board of directors of an Irish Affiliate but who has sufficient control so that the board of directors of the Irish or Affiliate, as applicable, acts in accordance with the directions and instructions of the individual. or secretary of an Irish Affiliate, Participant must notify the Irish Affiliate in writing within five business days of receiving or disposing of an interest in the Company (e.g., RSUs, Shares, etc.), or within five business days of becoming aware of the event giving rise to the notification requirement, or within five business days of becoming a director or secretary if such an interest exists at the time. This notification requirement also applies with respect to the interests of a spouse or minor child (whose interests will be attributed to the director, shadow director or secretary, as the case may be).

ITALY

NOTIFICATIONS

Data Privacy. This provision replaces Section 3.7 of the Agreement in its entirety:

Participant understands that the Employer and the Company may hold certain personal information about him or her, including, but not limited to, Participant's name, home address and telephone number, date of birth, social insurance or other identification number, salary, nationality, job title, any Shares or directorships held in the Company or any Affiliate, details of all RSUs or any other entitlement to Shares awarded, canceled, exercised, vested, unvested or outstanding in Participant's favor ("Data"), for the purpose of implementing, managing and administering the Plan and in compliance with applicable laws and regulations.

Participant also understands that providing the Company with Data is necessary for the performance of the Plan and that his or her refusal to provide such Data would make it impossible for the Company to perform its contractual obligations and may affect Participant's ability to participate in the Plan. The Controller of personal data processing is Intuitive Surgical, Inc., with registered offices at 1266 Kifer Road, Sunnyvale, California 94086, United States of America, and, pursuant to Legislative Decree no. 196/2003, its representative for Italy is Intuitive Surgical Sàrl, 1 Chemin des Mûriers, 1170 Aubonne, Switzerland.

*Participant understands that Data will not be publicized, but it may be transferred to banks, other financial institutions, or brokers involved in the management and administration of the Plan. In particular, Participant understands that Data may be transferred to E*TRADE Financial Services, Inc., or such other broker that may be engaged by the Company in the future. Participant further understands that the Company and/or any Affiliate will transfer Data among themselves as necessary for the purpose of implementing, administering and managing Participant's participation in the Plan, and that the Company and/or any Affiliate may each further transfer Data to third parties assisting the Company in the implementation, administration, and management of the Plan, including any requisite transfer of Data to E*TRADE Financial Services, Inc., or other third party with whom Participant may elect to deposit any Shares acquired under the Plan. Such recipients may receive, possess, use, retain, and transfer Data in electronic or other form, for the purposes of implementing, administering, and managing Participant's participation in the Plan. Participant understands that these recipients may be located in or outside the European Economic Area, such as in the United States or elsewhere and in locations that might not provide the same level of protection as intended under Italian data privacy laws. Should the Company exercise its discretion in suspending all necessary legal obligations connected with the management and administration of the Plan, it will delete Data as soon as it has completed all the necessary legal obligations connected with the management and administration of the Plan.*

Participant understands that Data processing related to the purposes specified above shall take place under

automated or non-automated conditions, anonymously when possible, that comply with the purposes for which Data is collected and with confidentiality and security provisions as set forth by applicable laws and regulations, with specific reference to Legislative Decree no. 196/2003.

The processing activity, including communication, the transfer of Data abroad, including outside the European Economic Area, as herein specified and pursuant to applicable laws and regulations, does not require Participant's consent thereto as the processing is necessary to performance of contractual obligations related to implementation, administration, and management of the Plan. Participant understands that, pursuant to Section 7 of the Legislative Decree no. 196/2003, he or she has the right to, including but not limited to, access, delete, update, correct, or terminate, for legitimate reason, the Data processing. Furthermore, Participant is aware that Data will not be used for direct marketing purposes. In addition, Data provided can be reviewed and questions or complaints can be addressed by contacting Participant's local human resources representative.

Plan Document Acknowledgment. By accepting the RSUs, Participant acknowledges that he or she has received a copy of the Plan, the Grant Notice, the Agreement, and this Appendix and has reviewed the Plan, the Agreement, and this Appendix in their entirety and fully accepts all provisions thereof. Participant further acknowledges that he or she has read and specifically and expressly approves the Grant Notice and the following provisions of the Agreement: (i) Section 2.1: Award of RSUs; (ii) Section 2.2: Vesting of RSUs; (iii) Section 2.3: Distribution of Payment of RSUs; (iv) Section 2.4: Conditions to Issuance of Certificates; (v) Section 2.5: Tax Withholding; (vi) Section 2.6: Nature of Grant; (vii) Section 2.7: Rights as Stockholder; (viii) Section 3.2: RSUs Not Transferable; (ix) Section 3.8: Governing Law; (x) Section 3.9: Compliance with Law; (xi) Section 3.10: Amendment, Suspension and Termination; (xii) Section 3.17: Electronic Delivery and Acceptance; (xiii) Section 3.18: Agreement Severable; (xiv) Section 3.20: Imposition of Other Requirements; (xv) Section 3.21: Insider Trading Restrictions/Market Abuse Laws; (xvi) Section 3.24: Broker-Assisted Sales; (xvii) Section 3.25: Deemed Acceptance of Agreement; (xviii) Section 3.26: Waiver, and the Data Privacy section included in this Appendix.

NOTIFICATIONS

Foreign Asset/Account Reporting Information. Italian residents who, at any time during the fiscal year, hold foreign financial assets (including cash and Shares) which may generate income taxable in Italy are required to report these assets on their annual tax returns (UNICO Form, RW Schedule) for the year during which the assets are held, or on a special form if no tax return is due. These reporting obligations will also apply to Italian residents who are the beneficial owners of foreign financial assets under Italian money laundering provisions.

JAPAN

NOTIFICATIONS

Foreign Asset/Account Reporting Information. If Participant hold assets outside of Japan (including any cash or Shares acquired under the Plan) with a value exceeding ¥50,000,000 (as of December 31 each year), Participant is required to comply with annual tax reporting obligations with respect to such assets. Participant is advised to consult with a personal tax advisor to ensure that he or she is properly complying with applicable reporting requirements.

KOREA

NOTIFICATIONS

Exchange Control Information. Exchange control laws require Korean residents who realize US\$500,000 or more in a single transaction from the sale of Shares or the receipt of any cash dividends to repatriate the proceeds to Korea within eighteen months of the sale/receipt.

Foreign Asset/Account Reporting Information. Korean residents must declare all foreign financial accounts (e.g., non-Korean bank accounts, brokerage accounts, etc.) to the Korean tax authority and file a report with respect to such accounts if the value of such accounts exceeds KRW 1 billion (or an equivalent amount in foreign currency). Participant should consult with his or her personal tax advisor to determine how to value Participant's foreign accounts for purposes

of this reporting requirement and whether Participant is required to file a report with respect to such accounts.

MEXICO

TERMS AND CONDITIONS

No Entitlement for Claims or Compensation. The following section supplements Section 2.6 of the Agreement:

Modification. By accepting the Award, Participant understands and agrees that any modification of the Plan or the Agreement or its termination shall not constitute a change or impairment of the terms and conditions of employment.

Policy Statement. The Award the Company is making under the Plan is unilateral and discretionary and, therefore, the Company reserves the absolute right to amend it and discontinue it at any time without any liability.

The Company, with registered offices at 1266 Kifer Road, Sunnyvale, CA 94086, is solely responsible for the administration of the Plan, and participation in the Plan and the grant of the Award do not, in any way, establish an employment relationship between Participant and the Company since Participant is participating in the Plan on a wholly commercial basis and the sole employer is a Mexican or other Affiliate, nor does it establish any rights between Participant and the Employer.

Plan Document Acknowledgment. By accepting the Award, Participant acknowledges that he or she has received copies of the Plan, has reviewed the Plan, Grant Notice and the Agreement in their entirety, and fully understand and accept all provisions of the Plan, Grant Notice and the Agreement.

In addition, Participant further acknowledges that he or she has read and specifically and expressly approves the terms and conditions in Section 2.6 of the Agreement, in which the following is clearly described and established: (i) participation in the Plan does not constitute an acquired right; (ii) the Plan and participation in the Plan is offered by the Company on a wholly discretionary basis; and (iii) participation in the Plan is voluntary.

Finally, Participant hereby declares that he or she does not reserve any action or right to bring any claim against the Company for any compensation or damages as a result of his or her participation in the Plan and therefore grant a full and broad release to the Employer, the Company and any Affiliate with respect to any claim that may arise under the Plan or the Agreement.

Spanish Translation

***Ausencia de derechos de reclamación o compensación:** Estas especificaciones complementan la Sección 2.6 del Contrato.*

***Modificaciones:** Al aceptar el Premio, el Participante reconoce y acepta que cualquier modificación al Plan o al Convenio o la terminación del mismo no significará una modificación o detrimento en los términos y condiciones de su relación de trabajo.*

***Establecimiento de la Política.** El Premio que la Empresa está haciendo por medio del Plan es unilateral y disccional, por tal motivo, la Empresa se reserva el derecho de modificarlo o cancelarlo sin responsabilidad alguna hacia Usted.*

La Empresa, con domicilio registrado en 1266 Kifer Road, Sunnyvale, Ca, 94086, es la única responsable para la administración de Plan y que su participación en los Plan y adquisición de acciones no constituye una relación de trabajo entre la Empresa y el Participante, toda vez que su participación en el Plan es totalmente en base a una relación comercial y que el patrón del Participante es una sociedad Mexicana, afiliada o no a la Empresa. El Plan no establece derechos entre el Participante y su patrón.

Reconocimiento de los Términos y Condiciones. *Al aceptar el Premio, el Participante reconoce que ha recibido una copia del Plan, que ha revisado el Plan y la Notificación de la Entrega y el Convenio completos y reconoce y acepta todas y cada una de las condiciones del Plan, el Aviso de Entrega y el Convenio.*

Aunado a lo anterior, el Participante reconoce que ha leído y específicamente aprueba los términos y condiciones descritas en el punto 2.6 del Convenio, el cual establece que (i) La participación en el Plan no constituye un derecho adquirido, (ii) El plan y la participación en dicho Plan son ofrecidos por la Empresa en forma totalmente discrecional; y, que (iii) la participación es voluntaria.

Por último, el Participante declara que no se reserva acción legal ni derecho alguno que hacer valer en contra de la Empresa por ninguna compensación o daño derivado de su participación en el Plan; y por tal motivo en este acto otorga a favor de su patrón, la Empresa y cualquier empresa relacionada, el más amplio finiquito que en derecho corresponda en virtud de cualquier reclamación que pudiera surgir con motivo del Plan o el Convenio.

NETHERLANDS

No country-specific provisions apply.

NORWAY

No country-specific provisions apply.

SINGAPORE

NOTIFICATIONS

Securities Law Information. The RSUs have been granted pursuant to the “Qualifying Person” exemption” under section 273(1)(f) of the Securities and Futures Act (Chapter 289, 2006 Ed.) (“SFA”). The Plan has not been lodged or registered as a prospectus with the Monetary Authority of Singapore. Participant should note that the RSUs are subject to section 257 of the SFA and Participant will not be able to make (i) any subsequent sale of the Shares in Singapore or (ii) any offer of such subsequent sale of the Shares subject to the RSUs in Singapore, unless such sale or offer is made pursuant to the exemptions under Part XIII Division (1) Subdivision (4) (other than section 280) of the SFA.

Director Notification Information. If Participant is a director, associate director or shadow director of a Singapore Affiliate, Participant must notify the Singapore Affiliate in writing of an interest (e.g., RSU, Shares, etc.) in the Company or any Affiliate within two business days of (i) acquiring or disposing of such interest, (ii) any change in a previously disclosed interest (e.g., sale of Shares), or (iii) becoming a director, associate director or shadow director.

SPAIN

TERMS AND CONDITIONS

Nature of Grant. This provision supplements Section 2.6 of the Agreement:

In accepting the RSUs, Participant consents to participate in the Plan and acknowledges that he or she has received a copy of the Plan.

Participant understands that the Company has unilaterally, gratuitously and discretionally decided to grant RSUs under the Plan to individuals who may be employees of the Company or any Affiliate throughout the world. The decision is a limited decision that is entered into upon the express assumption and condition that any grant will not economically or otherwise bind the Company or any Affiliate. Consequently, Participant understands that the RSUs are granted on the assumption and condition that the RSUs and any Shares issued upon vesting of the RSUs are not part of any employment contract (either with the Company or any Affiliate) and shall not be considered a mandatory benefit, salary for any purposes (including severance compensation) or any other right whatsoever. In addition, Participant understands that the RSUs would not be granted to Participant but for the assumptions and conditions referred to herein;

thus, Participant acknowledges and freely accepts that should any or all of the assumptions be mistaken or should any of the conditions not be met for any reason, then the grant of the RSUs and any right to the RSUs shall be null and void.

Further, the vesting of the RSUs is expressly conditioned on Participant's continued employment, such that upon Termination of Service for any reason whatsoever, the RSUs may cease vesting immediately, in whole or in part, effective on the date of Participant's Termination of Service (unless otherwise specifically provided in the Agreement or the Plan). This will be the case, for example, even if (1) Participant is considered to be unfairly dismissed without cause; (2) Participant is dismissed for disciplinary or objective reasons; (3) Participant's Termination of Service is due to a unilateral breach of contract by the Company or the Employer; or Participant's Termination of Service is due to death, disability or retirement. Consequently, upon Participant's Termination of Service for any of the above reasons, Participant may automatically lose any rights to RSUs that were not vested on the date of Participant's Termination of Service, as described in the Plan and the Agreement.

NOTIFICATIONS

Exchange Control Information. Participant must declare the acquisition of Shares to the Spanish *Dirección General de Comercio e Inversiones* (the "DGCI") for statistical purposes. Participant also must declare the ownership of any Shares each January while the Shares are owned. In addition, if the amount of Shares acquired or sold exceeds €1,502,530 (or if Participant holds 10% or more of the share capital of the Company or such other amount that would entitle Participant to join the Company's board of directors), the declaration must be filed also within one month of the acquisition or sale, as applicable.

Securities Law Information. The grant of RSUs and the Shares issued pursuant to the vesting of RSUs are considered a private placement outside the scope of Spanish laws on public offerings and issuances of securities. Neither the Plan nor the Agreement have been registered with the *Comisión Nacional del Mercado de Valores* and do not constitute a public offering prospectus.

Foreign Asset/Account Reporting Information. To the extent Participant holds assets (*e.g.*, cash or Shares held in a bank or brokerage account) outside Spain with a value in excess of €50,000 per type of asset (*e.g.*, Shares, cash, etc.) as of December 31 each year, Participant is required to report information on such rights and assets on his or her tax return for such year. After such rights or assets are initially reported, the reporting obligation will only apply for subsequent years if the value of any previously-reported rights or assets increases by more than €20,000. The reporting must be completed by March 31. Failure to comply with this reporting requirement may result in penalties. Accordingly, Participant is advised to consult with his or her personal tax and legal advisors to ensure that Participant is properly complying with his or her reporting obligations.

Further, Participant is required to declare electronically to the Bank of Spain any securities accounts (including brokerage accounts held abroad), as well as the securities held in such accounts if the value of the transactions for all such accounts during the relevant year or the balances in such accounts as of December 31st of the relevant year exceeds €1,000,000.

SWEDEN

No country-specific provisions apply.

SWITZERLAND

NOTIFICATIONS

Securities Law Information. The grant of RSUs under the Plan is considered a private offering in Switzerland and is, therefore, not subject to registration in Switzerland.

UNITED KINGDOM

TERMS AND CONDITIONS

Tax Withholding. This provision supplements Section 2.5 of the Agreement:

If payment or withholding of the income tax is not made within ninety (90) days of the event giving rise to the tax or such other period specified in Section 222(1)(c) of the U.K. Income Tax (Earnings and Pensions) Act 2003 (the “Due Date”), the amount of any uncollected income tax will constitute a loan owed by Participant to the Employer, effective on the Due Date. Participant agrees that the loan will bear interest at the then-current Official Rate of Her Majesty’s Revenue and Customs (“HMRC”), it will be immediately due and repayable, and the Company or the Employer may recover it at any time thereafter by any of the means referred to in the Section 2.5 of the Agreement. Notwithstanding the foregoing, if Participant is a director or executive officer of the Company (within the meaning of Section 13(k) of the U.S. Securities and Exchange Act of 1934, as amended), he or she will not be eligible for such a loan to cover the uncollected tax. In the event that Participant is such a director or executive officer and the taxes due are not collected from or paid by Participant by the Due Date, the amount of any uncollected income tax may constitute a benefit to Participant on which additional income tax and national insurance contributions (“NICs”) may be payable. Participant will be responsible for reporting and paying any income tax due on this additional benefit directly to HMRC under the self-assessment regime and for paying to the Company or the Employer, as applicable, any employee NICs due on this additional benefit, which Participant agrees the Company or the Employer, as applicable, may recover from Participant by any means referred to in Section 2.5 of the Agreement.

Joint Election for Transfer of Liability for Employer National Insurance Contributions. As a condition of participation in the Plan and the grant of the RSUs, Participant agrees to accept any liability for secondary Class 1 NICs that may be payable by the Employer, the Company or any other Affiliate in connection with the RSUs and any event giving rise to Tax-Related Items (“Employer NICs”). Without prejudice to the foregoing, Participant agrees to execute a joint election with the Company or the Employer, the form of such joint election (the “Joint Election”) having been approved formally by HMRC, and any other required consent or election prior to vesting of the RSUs. Participant further agrees to execute such other joint elections as may be required between Participant and any successor to the Employer, the Company and any Affiliate. Participant further agrees that the Employer, the Company or any Affiliate may collect the Employer NICs from Participant by any of the means set forth in Section 2.5 of the Agreement.

If Participant does not enter into a Joint Election prior to vesting of the RSUs, Participant’s RSUs will not be settled unless and until Participant enters into a Joint Election, without any liability to the Employer, the Company or any Affiliate.

**INTUITIVE SURGICAL, INC.
SUBSIDIARIES (All 100% Owned)**

Subsidiaries of the Registrant

Intuitive Surgical Holdings, LLC
 Intuitive Surgical S. de R. L. de C.V.
 Intuitive Surgical Sarl
 Intuitive Surgical International Ltd.
 Intuitive Surgical S.A.S.
 Intuitive Surgical Deutschland GmbH
 Intuitive Surgical SPRL
 Intuitive Surgical Limited
 Intuitive Surgical Pte. Ltd.
 Intuitive Surgical HK Limited
 Intuitive Surgical Operations, Inc.
 Intuitive Surgical GK
 Intuitive Surgical Brasil Importacao E Comercio De Equipamentos Cirurgicos Ltda.
 Intuitive Surgical AB
 Intuitive Surgical Medical Device and Technology (Shanghai) Co., Ltd.
 Intuitive Surgical Korea Limited
 Intuitive Surgical s.r.o.
 I.S. Netherlands C.V.
 I.S. Holdings C.V.
 Intuitive Surgical BV
 Intuitive Surgical India Private Limited
 Intuitive Surgical Medical Device Taiwan Ltd.

State or Other Jurisdiction of Incorporation

Delaware, U.S.
 Mexico
 Switzerland
 Cayman
 France
 Germany
 Belgium
 United Kingdom
 Singapore
 Hong Kong
 Delaware, U.S.
 Japan
 Brazil
 Sweden
 China
 Korea
 Czech Republic
 Netherlands
 Netherlands
 Netherlands
 India
 Taiwan

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We hereby consent to the incorporation by reference in the Registration Statements on Form S-8 (Nos. 333-203793, 333-189399, 333-184488, 333-180863, 333-175904, 333-173803, 333-166833, 333-164586, 333-159228, 333-152558, 333-143433, 333-135004, 333-127162, 333-116499, 333-99893, 333-65342, and 333-43558) of Intuitive Surgical, Inc. of our report dated February 2, 2016, relating to the consolidated financial statements, financial statement schedule, and the effectiveness of internal control over financial reporting, which appears in this Form 10-K.

/s/ PricewaterhouseCoopers LLP

San Jose, California
February 2, 2016

CONSENT OF ERNST & YOUNG - INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the incorporation by reference in the Registration Statements on Form S-8 (Nos. 333-203793, 333-189399, 333-184488, 333-180863, 333-175904, 333-173803, 333-166833, 333-164586, 333-159228, 333-152558, 333-143433, 333-135004, 333-127162, 333-116499, 333-99893, 333-65342, and 333-43558) pertaining to the 2009 Employment Commencement Incentive Plan, 2010 Incentive Award Plan, 2000 Equity Incentive Plan, 2000 Employee Stock Purchase Plan, and 2000 Non-Employee Directors' Stock Option Plan of our report dated February 3, 2014, with respect to the consolidated financial statements and schedule of Intuitive Surgical, Inc., included in this Annual Report (Form 10-K) for the year ended December 31, 2015.

/s/ ERNST & YOUNG LLP

San Francisco, CA
February 2, 2016

**Certification of Principal Financial Officer
Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002**

I, Marshall L. Mohr, certify that:

1. I have reviewed this annual report on Form 10-K of Intuitive Surgical, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a) designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b) designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c) evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d) disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - a) all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b) any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: February 2, 2016

/s/ MARSHALL L. MOHR

Marshall L. Mohr
Senior Vice President and Chief Financial Officer

Certification of Chief Executive Officer
Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002

Pursuant to 18 U.S.C. § 1350, as created by Section 906 of the Sarbanes-Oxley Act of 2002, the undersigned officer of Intuitive Surgical, Inc. (the "Company") hereby certifies, to such officer's knowledge, that:

- (i) the accompanying Annual Report on Form 10-K of the Company for the period ended December 31, 2015 (the "Report") fully complies with the requirements of Section 13(a) or Section 15(d), as applicable, of the Securities Exchange Act of 1934, as amended; and
- (ii) the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ GARY S. GUTHART

Gary S. Guthart, Ph.D.
President and Chief Executive Officer

Date: February 2, 2016

Certification of Principal Financial Officer
Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002

Pursuant to 18 U.S.C. § 1350, as created by Section 906 of the Sarbanes-Oxley Act of 2002, the undersigned officer of Intuitive Surgical, Inc. (the "Company") hereby certifies, to such officer's knowledge, that:

- (i) the accompanying Annual Report on Form 10-K of the Company for the period ended December 31, 2015 (the "Report") fully complies with the requirements of Section 13(a) or Section 15(d), as applicable, of the Securities Exchange Act of 1934, as amended; and
- (ii) the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ MARSHALL L. MOHR

Marshall L. Mohr
Senior Vice President and Chief Financial Officer

Date: February 2, 2016