

VSP® Orthognathics Virtual Surgical Planning

CASE REPORT

Surgeon and Patient Information

Surgeon Name: Dr. Edward Zebovitz Email Address: drz@drzebovitz.com Phone Number: (301) 352-6311

WO#: 115576

Patient Name: Patricia Brinkman-Falter

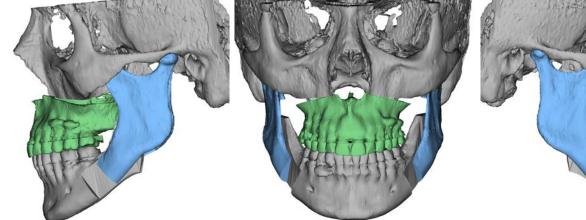
Surgery Date: 12-27-2018

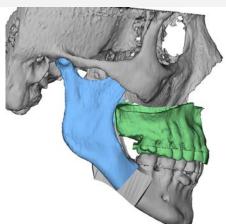
Rep Contact:

Rep Name: Jonathan Hoehing

Simulated Virtual Surgical Plan

LeFort I and BSSO





jonathan.hoehing@stryker.com

Surgeon Agreement

With respect to the patient case described above (the "Case"), I, the undersigned, request that 3D Systems, Inc., ("3DS"), provide certain products including, without limitation, templates, tools, surgical splints, guides and/or anatomical models (collectively, the "Products") and certain virtual surgical planning services (the "Services") for use in connection with the Products. I hereby acknowledge and agree as follows in connection with the Case:

- I have prepared the virtual surgical plan (the "Plan") for the Case and am solely responsible for the decisions made in the Plan and the surgical planning process.
- I hereby approve and accept the Products and Services provided by 3DS in connection with the Case and certify no changes are required.
- I acknowledge that, unless otherwise agreed in writing between myself and 3DS, all Products will be delivered non-sterile and that I am solely responsible for cleaning and sterilizing such Products prior to use.
- I have reviewed the Terms and Conditions set forth on the last page of this Case Report which are incorporated herein and agree to be bound by such Terms and Conditions.

Surgeon Signature

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Please copy this page, sign and date, and email or fax it to 3D Systems, Inc. Please note that if this Surgeon Agreement is not formally accepted prior to the surgery for the Case but the Products and Services are accepted, you nevertheless agree to pay for the Products and Services and to be bound by the Terms and Conditions.

Rev	Rev Date	Reason for Revision

Movement Summary

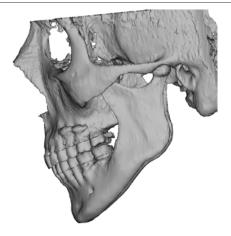
Below is a list of bony and occlusal anatomical landmarks and their summarized movements from preoperative position (with mandible auto-rotated close) to simulated postoperative position.

Point	Name	Anterior/Posterior	Left/Right	Up/Down
ANS	Anterior Nasal Spine	4.67mm Anterior	0.22mm Left	3.45mm Up
Α	A Point	6.58mm Anterior	0.19mm Left	2.85mm Up
ISU1	Midline of Upper Incisor	12.00mm Anterior	0.25 mm Left	3.00mm Up
U3L	Upper Left Canine	11.36mm Anterior	0.09mm Left	0.84mm Up
U6L	Upper Left Anterior Molar (mesiobuccal cusp)	10.22mm Anterior	0.12mm Right	1.98mm Down
U3R	Upper Right Canine	11.96mm Anterior	0.07mm Left	0.46mm Up
U6R	Upper Right Anterior Molar (mesiobuccal cusp)	11.25mm Anterior	0.14mm Right	2.33mm Down
ISL1	Midline of Lower Incisor	11.96mm Anterior	0.17mm Right	2.18mm Up
L6L	Lower Left Anterior Molar (mesiobuccal cusp)	10.83mm Anterior	0.37mm Right	1.50mm Down
L6R	Lower Right Anterior Molar (mesiobuccal cusp)	11.38mm Anterior	0.37mm Right	1.57mm Down
В	B Point	15.71mm Anterior	0.24mm Right	0.51mm Up
Pog.	Pogonion	18.80mm Anterior	0.23mm Right	0.34mm Up

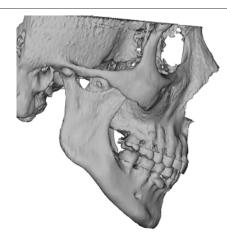


Virtual Planning Work Flow

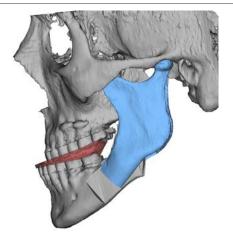
Preoperative Position

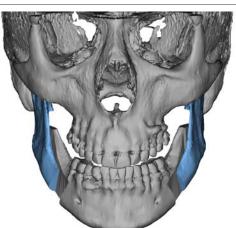


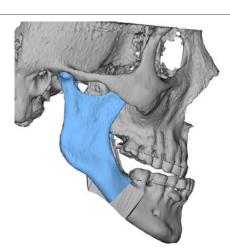




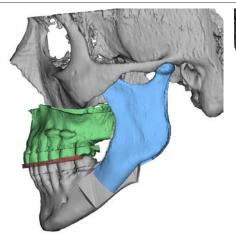
Intermediate Position

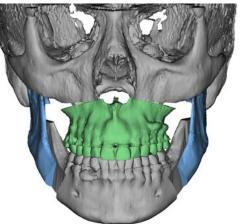


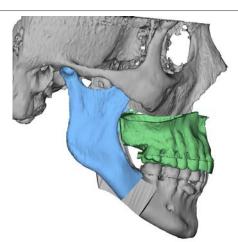




Postoperative Position

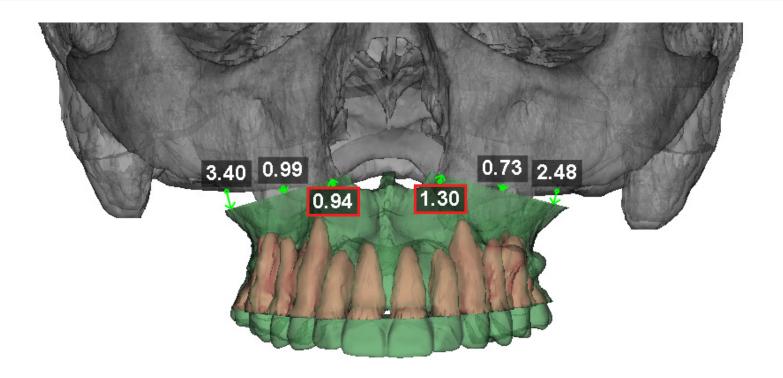






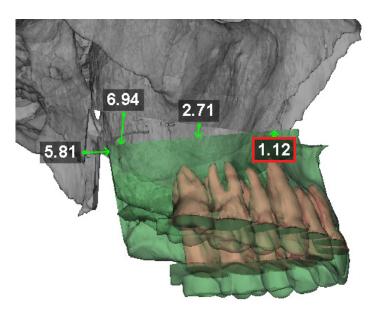


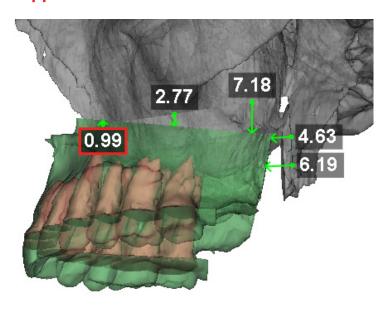
Patient: Patricia Brinkman-Falter Dr. Edward Zebovitz



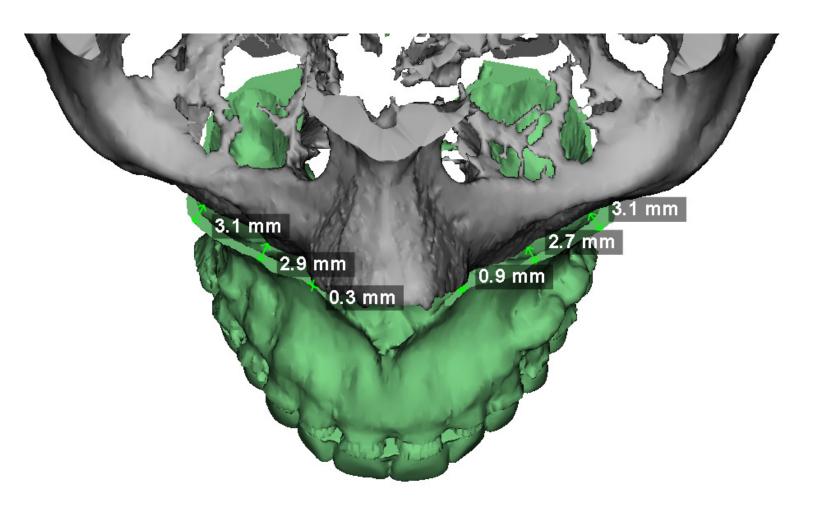
Measurements outlined in red indicate an overlap.

Measurements are approximate.





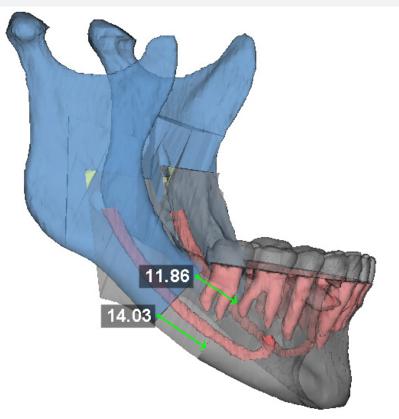


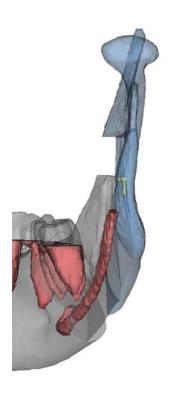


Measurements are approximate.

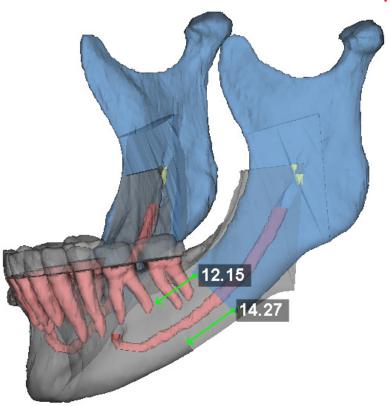


Proximal Segment Overlap Analysis

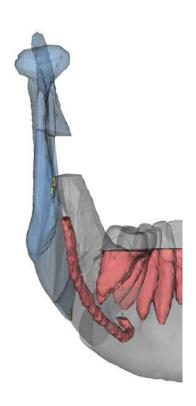


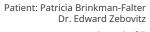


Measurements outlined in red indicate an overlap. Measurements are approximate.



3D SYSTEMS





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Terms and Conditions

Indemnification

To the extent permitted by applicable law, I herby agree to indemnify and hold harmless 3DS, its officers, directors, employees, successors and assigns, from and against any and all liabilities, demands, claims, actions or causes of action, judgments, proceedings or investigations, losses, fines, penalties, damages, costs and expenses, including, without limitation, reasonable attorneys' fees (collectively, "Damages"), that may be sustained, suffered or incurred by any of them arising from, out of, in connection with, or by reason of (a) the death or injury of any person, or loss or damage to property, resulting from the Products used in connection with the Case if such Products were (i) fabricated in accordance with the patient data for the Case, including but not limited to any 3-D or other images (the "Patient Data") that were supplied to 3DS by me or my employees, agents or designees, or (ii) used by me or my employees, agents or designees in a manner not intended or sanctioned by 3DS, or (iii) altered, added to, or enhanced by me or my employees, agents or designees, (b) the negligence or willful misconduct of me or of my employees, agents or designees in the use of the Products, or (c) the design, plan and/or application or implementation of the Services.

Limited Warranty of Products

3DS hereby warrants that upon delivery of the Products such Products will (i) be new and free from defects in material and workmanship, and (ii) conform to the Patient Data supplied to 3DS and the Plan. Notwithstanding the foregoing, the warranties given by 3DS for the Products are hereby limited as follows, and no warranty is given by 3DS with respect to any Products if any alterations, additions, or enhancements are made to the Products after delivery:

- (a) 3DS is not responsible for the accuracy of the Patient Data. Any damages caused by the Products, or your inability use the Products, resulting from inaccurate, incomplete or poor quality Patient Data shall be your sole responsibility.
- (b) Because of biological differences in individual patients, the Products cannot be, and are not, guaranteed to be 100% effective under all circumstances. In addition, because 3DS has no control of the condition under which the Products are used, nor any involvement in the diagnosis of the patient, the method of use or administration, or handling of the Products after delivery, 3DS cannot and does not warrant

either a good result or against an ill effect to the patient following use or application of the Products. Final determination of the suitability of the Products for the use contemplated by you or your employees, agents and designees is your sole responsibility, and 3DS shall in no way be responsible for the suitability of the Products for any particular use or with any particular patient.

(c) The Products, once delivered to you, are not in 3DS's control and will be put to uses under circumstances wholly unknown to 3DS. Any losses, injuries or Damages to persons or property caused by the alteration of, addition to, or enhancement to the Products after delivery are not the responsibility of 3DS.

This warranty is the exclusive warranty applicable to the Products. 3DS SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Some states do not allow disclaimers of implied warranties. In those states, the implied warranties expressed above shall be specifically limited in duration to ten (10) business days. Some states do not allow limitations on how long an implied warranty lasts. Where such limitations on the duration of implied warranties exist, the limitations on the duration stated in this section will not apply. In no event shall 3DS be liable to you for any special, consequential, incidental or indirect Damages, however caused, on any theory of liability. In addition, in no event shall 3DS's maximum liability to you exceed the amounts actually paid by you to 3DS for the Products and Services provided pursuant to the Surgeon Agreement to which these Terms and Conditions are attached.

No Warranty for Services

To the extent permitted by applicable law, I acknowledge and understand that 3DS does not warrant and is not responsible for the outcome of any surgery as a result of the provision of the Services provided to me or my employees, agents or designees in connection with the Case.

Release

To the extent permitted by applicable law and except as otherwise provided herein, I hereby waive and release 3DS from all Damages related to the Products and Services provided to me or my employees, agents or designees in connection with the Case.

Important Use Information



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m Qonly}$ Federal Law (USA) restricts this device to sale by or on the order of a physician

> INDICATIONS FOR USE: The VSP® System is intended for use as a software system and image segmentation system for the transfer of imaging information from a medical scanner such as a CT based system. The input data file is processed by the VSP® System and the result is an output data file that may then be provided as digital models or used as input to a rapid prototyping portion of the system that produces physical outputs including anatomical models, templates, and surgical guides for use in maxillofacial surgery. The VSP® System is also intended as a pre-operative software tool for simulating / evaluating surgical treatment options.

 $\textbf{CONTRAINDICATIONS:} \ The \ outputs \ of the \ VSP \\ \textcircled{\$}$ System and the associated case report should not be used if in any of the following occur:

Active infection is a contraindication for use of this device.

Significant changes to patient's anatomy have occurred since the medical scan used for product definition was obtained.



WARNINGS: To avoid mixups and associated serious injury, patient identification on templates and guides must be verified and confirmed against patient identification prior to use.

Device(s) are single use only and designed for use with a specific patient only. To avoid risk of infection and serious injury, do not attempt to re-clean or re-sterilize or in any way re-use VSP® System outputs.

Templates and guides are designed for a specific patient. To avoid the potential for serious injury, guide and templates should not be modified in

Ensure cutting guides are firmly affixed to bony structures prior to use.



PRECAUTIONS: VSP®models, templates and guides are shipped in a non-sterilized state. To avoid possibility of infection, open, clean and sterilize per provided instructions before use.



Patient: Patricia Brinkman-Falter Dr. Edward Zebovitz