UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 10-K

☒ **ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the fiscal year ended December 31, 2023

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 000-51222

DEXCOM, INC.

(Exact name of registrant as specified in its charter)

Delaware	**33-0857544**
(State or other jurisdiction of incorporation or organization)	(I.R.S. Employer Identification No.)

6340 Sequence Drive, San Diego, CA 92121
(Address of principal executive offices, including zip code)

(858) 200-0200
(Registrant's telephone number, including area code)

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

Title of each class	**Trading Symbol(s)**	**Name of each exchange on which registered**
Common Stock, $0.001 Par Value Per Share	DXCM	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 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 every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes ☒ No ☐

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

Large accelerated filer	☒	Accelerated filer	☐
Non-accelerated filer	☐	Smaller reporting company	☐
		Emerging growth company	☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Indicate by check mark whether the registrant has filed a report on and attestation to its management's assessment of the effectiveness of its internal control over financial reporting under Section 404(b) of the Sarbanes-Oxley Act (15 U.S.C. 7262(b)) by the registered public accounting firm that prepared or issued its audit report. ☒

If securities are registered pursuant to Section 12(b) of the Act, indicate by check mark whether the financial statements of the registrant included in the filing reflect the correction of an error to previously issued financial statements. ☐

Indicate by check mark whether any of those error corrections are restatements that required a recovery analysis of incentive-based compensation received by any of the registrant's executive officers during the relevant recovery period pursuant to §240.10D-1(b). ☐

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

As of June 30, 2023, the last business day of the registrant's most recently completed second fiscal quarter, the aggregate market value of the registrant's common stock held by non-affiliates of the registrant was approximately $49.4 billion based on the closing sales price of $128.51 per share as reported on the Nasdaq Global Select Market on that date. Shares held by persons who may be deemed affiliates have been excluded. This determination of affiliate status with respect to the foregoing calculation is not a determination for other purposes.

Indicate the number of shares outstanding of each of the registrant's classes of common stock, as of the latest practicable date.

Class	Outstanding at February 1, 2024
Common stock, $0.001 par value per share	385,515,421

DOCUMENTS INCORPORATED BY REFERENCE

Portions of the registrant's definitive proxy statement relating to its 2024 Annual Meeting of Stockholders (the "Proxy Statement") are incorporated by reference in Part III, Items 10 through 14 of this Annual Report on Form 10-K, as specified in the responses to those item numbers, which proxy statement will be filed with the Securities and Exchange Commission within 120 days after the end of the fiscal year covered by this Form 10-K.

DexCom, Inc.
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CAUTIONARY NOTE REGARDING FORWARD-LOOKING STATEMENTS

Except for historical financial information contained herein, the matters discussed in this Annual Report on Form 10-K may be considered 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, or the Exchange Act, and subject to the safe harbor created by the Securities Litigation Reform Act of 1995. Such statements include declarations regarding our operations, financial condition and prospects, and business strategies, and are based on management's current intent, beliefs, expectations, and assumptions. Prospective investors are cautioned that any such forward-looking statements are not guarantees of future performance and involve a number of risks, uncertainties and other factors, some of which are beyond our control; actual results could differ materially from those indicated or implied by such forward-looking statements. Important factors that could cause actual results to differ materially from those indicated by such forward-looking statements include, but are not limited to: (i) that the information is of a preliminary nature and may be subject to further adjustment; (ii) those risks and uncertainties identified under "Risk Factors"; and (iii) the other risks detailed from time-to-time in our reports and registration statements filed with the Securities and Exchange Commission, or the SEC. Except as required by law, we undertake no obligation to revise or update publicly any forward-looking statements, whether as a result of new information, future events or otherwise. Information that is based on estimates, forecasts, projections, market research or similar methodologies is inherently subject to uncertainties and actual events or circumstances may differ materially from events and circumstances reflected in this information. Unless otherwise expressly stated, we obtained this industry, business, market, and other data from reports, research surveys, studies, and similar data prepared by market research firms and other third parties, industry, medical and general publications, government data, and similar sources.

Corporate Information

The mailing address of our headquarters is 6340 Sequence Drive, San Diego, California, 92121, and our telephone number at that location is (858) 200-0200. Our website address is located at dexcom.com and our investor relations website is located at investors.dexcom.com. We file electronically with the SEC our annual reports on Form 10-K, quarterly reports on Form 10-Q, current reports on Form 8-K, and amendments to those reports filed or furnished pursuant to Section 13(a) or 15(d) of the Exchange Act. We make available on our website, free of charge, copies of these reports and other information as soon as reasonably practicable after we electronically file such material with, or furnish it to, the SEC. The reports are also available at www.sec.gov.

We announce material information to the public about us, our products, and other matters through a variety of means, including filings with the SEC, press releases, public conference calls, presentations, webcasts, and our investor relations website in order to achieve broad, non-exclusionary distribution of information to the public and to comply with our disclosure obligations under Regulation FD. We also routinely post important information for investors on our website noted above, and we may use this website as a means of disclosing material, non-public information and for complying with our disclosure obligations under Regulation FD. Accordingly, investors should monitor the Investor Relations portion of our website noted above. Also available on our website are printable versions of our Audit Committee charter, Compensation Committee charter, Nominating and Governance Committee charter, Technology Committee charter, Corporate Governance Guidelines and Code of Conduct and Business Ethics. Stockholders may request copies of these documents by mail or telephone, at the address or phone number provided above. Except as expressly set forth in this Annual Report on Form 10-K, the contents of our website is not incorporated by reference into, or otherwise to be regarded as part of, this Annual Report on Form 10-K or in any other report or document we file with the SEC, and any references to our website is intended to be inactive textual references only.

The information disclosed by the foregoing channels could be deemed to be material information. As such, we encourage investors, the media, and others to follow the channels listed above and review the information disclosed through such channels.

Summary of Risk Factors

The below summary of risk factors provides an overview of many of the risks we are exposed to in the normal course of our business activities. As a result, the below summary risks do not contain all of the information that may be important to you, and you should read the summary risks together with the more detailed discussion of risks set forth following this section under the heading “Risk Factors,” as well as elsewhere in this Annual Report on Form 10-K. Additional risks, beyond those summarized below or discussed elsewhere in this Annual Report on Form 10-K, may apply to our activities or operations as currently conducted or as we may conduct them in the future or in the markets in which we operate or may in the future operate. Consistent with the foregoing, we are exposed to a variety of risks, including risks associated with the following:

- If we experience decreasing prices for our products and we are unable to reduce our expenses, including the per unit cost of producing our products, there may be a material adverse effect on our business, results of operations, financial condition and cash flows.
- We are subject to cost-containment efforts by third-party payors that could result in reduced product pricing and/or sales of our products and cause a reduction in revenue.
- Although many third-party payors have adopted some form of coverage policy for continuous glucose monitoring devices, our products do not always have such coverage, including simple broad-based contractual coverage with third-party payors, and we frequently experience administrative challenges in obtaining coverage or reimbursement for our products. If we are unable to obtain adequately broad coverage or reimbursement for our products or any future products from third-party payors, our revenue may be negatively impacted.
- The research and development efforts we undertake independently, and in some instances in connection with our collaborations with third parties, may not result in the development of commercially viable products, the generation of significant future revenues or adequate profitability.
- Our products may not achieve or maintain market acceptance.
- If our manufacturing capabilities are insufficient to produce an adequate supply of product at appropriate quality levels, our growth could be limited and our business could be harmed.
- Manufacturing difficulties and/or any disruption at our facilities may adversely affect our manufacturing operations and related product sales, and increase our expenses.
- We depend upon third-party suppliers and outsource to other parties, making us vulnerable to supply disruptions, suboptimal quality, non-compliance and/or price fluctuations, which could harm our business.
- If we are unable to establish and maintain adequate sales, marketing and distribution capabilities or enter into and maintain arrangements with third parties to sell, market and distribute our products, we may have difficulty achieving market awareness and selling our products in the future.
- We operate in a highly competitive market and face competition from large, well-established companies with significant resources, and, as a result, we may not be able to compete effectively.
- We are subject to risks associated with public health issues, including pandemics, which could have a material adverse effect on our business, financial condition and results of operations.
- We are subject to a variety of risks due to our international operations that could adversely affect our business, our operations or profitability and operating results.
- We are subject to complex and evolving U.S. and foreign laws and regulations and other requirements regarding privacy, data protection, security, and other matters. Many of these laws and regulations are subject to change and uncertain interpretation, and could result in claims, changes to our business practices, monetary penalties, increased cost of operations, or declines in user growth or engagement, or otherwise harm our business.
- Cybersecurity risks and cyber incidents could result in the compromise of confidential data or critical data systems and give rise to potential harm to customers, remediation and other expenses, expose us to liability under HIPAA, consumer protection laws, or other common law theories, subject us to litigation and federal and state governmental inquiries, damage our reputation, and otherwise be disruptive to our business and operations.
- We conduct business in a heavily regulated industry and if we fail to comply with applicable laws and government regulations, we could become subject to penalties, be excluded from participation in government programs, and/or be required to make significant changes to our operations.

- Managed care trends and consolidation in the health care industry could have an adverse effect on our revenues and results of operations.
- If we are unable to successfully complete the pre-clinical studies or clinical trials necessary to support additional premarket approval, or PMA, de novo, or 510(k) applications or supplements, we may be unable to commercialize our CGM systems under development, which could impair our business, financial condition and operating results.
- Health care policy changes, including U.S. health care reform legislation, may have a material adverse effect on our business.
- We are subject to claims of infringement or misappropriation of the intellectual property rights of others, which could prohibit us from shipping affected products, require us to obtain licenses from third parties or to develop non-infringing alternatives, and subject us to substantial monetary damages and injunctive relief. We may also be subject to other claims or suits.
- Our inability to adequately protect our intellectual property could allow our competitors and others to produce products based on our technology, which could substantially impair our ability to compete.
- We face the risk of product liability claims and may be subject to damages, fines, penalties and injunctions, among other things.
- We could become the subject of governmental investigations, claims and litigation.
- We have incurred significant losses in the past and may incur losses in the future.
- Our stock price is highly volatile and investing in our stock involves a high degree of risk, which could result in substantial losses for investors.
- We have indebtedness in the form of convertible senior notes, which could adversely affect our financial health and our ability to respond to changes in our business.
- Environmental, social and governance, or ESG, regulations, policies and provisions could expose us to numerous risks.

PART I

ITEM 1 - BUSINESS

Overview

We are a medical device company primarily focused on the design, development and commercialization of continuous glucose monitoring, or CGM, systems for the management of diabetes by patients, caregivers, and clinicians around the world. We received approval from the Food and Drug Administration, or FDA, and commercialized our first product in 2006. We launched our latest generation systems, the Dexcom G6® integrated Continuous Glucose Monitoring System, or G6, in 2018 and more recently received marketing clearance from the FDA on the Dexcom G7®, or G7, in December 2022. Unless the context requires otherwise, the terms "we," "us," "our," the "company," or "Dexcom" refer to DexCom, Inc. and its subsidiaries.

Products

Dexcom G6®

In March 2018, we obtained marketing authorization from the FDA for the G6 via the *de novo* process. The G6 was the first type of CGM system permitted by the FDA to be used as part of an integrated system with other compatible medical devices and electronic interfaces, which may include automated insulin delivery systems, insulin pumps, blood glucose meters or other electronic devices used for diabetes management. G6 and substantially equivalent devices of this generic type that may later receive marketing authorization are referred to as integrated continuous glucose monitoring systems, or iCGMs, and have been classified as Class II devices by the FDA. Along with this classification, the FDA established criteria, called special controls, which outline requirements for assuring CGM accuracy, reliability and clinical relevance, and which also describe the type of studies and data required to demonstrate acceptable CGM performance. The G6 is designed to allow our transmitter to run an algorithm to generate a glucose value and to communicate directly to a patient's compatible mobile device, including iPhone®, iPod touch®, iPad®, and certain Android® mobile devices. A patient's glucose data can also be displayed on wearable devices, like the Apple Watch® and Wear OS by Google devices. The G6 transmitter has a labeled useful life of three months. Data from the G6 can be integrated with Dexcom CLARITY®, our cloud-based reporting software, for personalized, easy-to-understand analysis of trends that may improve diabetes management. In the United States, the G6 is covered by Medicare and Medicaid in the majority of states and by commercial insurers, subject to satisfaction of certain eligibility and coverage criteria for individuals with both Type 1 and Type 2 diabetes.

In June 2018, we received Conformité Européenne Marking, or CE Mark, approval for the G6, which allows us to market the system in the European Union and the countries in Asia and Latin America that recognize the CE Mark, as well as New Zealand, though certain countries may require compliance with certain local administrative requirements and/or additional marketing authorizations (for example, the inclusion of medical devices on the Australian Register of Therapeutic Goods in Australia).

In October 2019, we also received marketing authorization from the FDA for the Dexcom G6 Pro, or G6 Pro, which allows healthcare professionals to purchase the G6 for use with their patients. The G6 Pro has many of same features as the G6 and is intended for healthcare professionals to use with their patients ages two years and up. The G6 Pro may be used in a blinded or unblinded mode for up to 10 days.

For the G6, the sensor is inserted by the user and is intended to be used continuously for up to 10 days, after which it may be replaced with a new disposable sensor. Our transmitter is reusable until it reaches the end of its use life, labeled as three months. Our receiver is also reusable. As we continue to establish an installed base of customers using our products, we expect to generate an increasing portion of our revenues through recurring sales of our disposable sensors.

The G6 carries forward important features of prior generation Dexcom CGM systems:

- **Continuous glucose readings.** Automatically sends glucose readings to a Dexcom receiver or compatible display device every five minutes.
- **Mobile app and sharing.** Compatibility with mobile device applications allows for sharing glucose information with up to 10 other people for added support and care coordination.
- **Integration with the world's largest connected CGM ecosystem** (including Apple Watch, Garmin and other digital health apps).
- **Customizable alarms and alerts.** Personalized alert schedule immediately warns the user of pending dangerous high and low blood sugar levels.

The G6 also has a number of new or improved features compared to our prior generation devices:

- **Finger stick elimination.** No finger sticks are needed for calibration or diabetes treatment decisions, consistent with the instructions for use, unless symptoms do not match readings.
- **Easy sensor application.** Complete redesign of the sensor applicator allows for one-touch, simple self-insertion.
- **Discreet and low profile.** A redesigned transmitter with a 28% lower profile than the previous generation Dexcom CGM system makes the device comfortable and easy to wear under clothing.
- **Medication blocking.** Allows for more accurate glucose readings without interference from common medications taken at typical indication doses, such as acetaminophen.
- **Predictive low alert.** Alert feature intended to predict hypoglycemia before it hits to help avoid dangerous low blood sugar events.
- **Extended 10-day disposable sensor.** Up to 10-day sensor use allows for 43% longer wear than previous generation Dexcom CGM systems.

Other than the foregoing, the features of the G6 are generally consistent with our prior generation CGM systems in its technical capabilities and its indications. Since the G6 is classified by the FDA as a Class II device, it is subject to special controls and modifications of, or revisions to, the device may be made under the 510(k) process.

Dexcom G7®

In March 2022, we obtained CE Mark approval for G7. In December 2022, we obtained marketing authorization from the FDA for the G7 via the 510(k) review process. Like the G6, the G7 is an iCGM, is classified as a Class II device by the FDA, and is subject to special controls. The glucose value algorithm, ability to communicate with approved display and mobile devices, and compatibility with CLARITY® are all substantially equivalent in technical performance and capability to the G6. In the United States, the G7 is covered by Medicare and Medicaid in the majority of states and by commercial insurers, subject to satisfaction of certain eligibility and coverage criteria for individuals with both Type 1 and Type 2 diabetes.

Dexcom G7 is cleared in the United States for all people with diabetes ages two years and older, giving more people than ever access to a powerfully simple diabetes management solution. With an overall Mean Absolute Relative Difference, or MARD, of 8.2%, as well as 94.1% of values within 20% of their comparator, Dexcom G7 is the most accurate CGM cleared by the FDA and is clinically proven to lower A1C (a blood test that provides information about average levels of blood glucose, over the prior three months), reduce hyper- and hypoglycemia, and increase time in range.

The G7 carries forward important features of prior generation Dexcom CGM systems:

- **Finger stick elimination.** No finger sticks are needed for calibration or diabetes treatment decisions, consistent with the instructions for use, unless symptoms do not match readings.
- **Continuous glucose readings.** Automatically sends glucose readings to a Dexcom receiver or compatible display device every five minutes.
- **Mobile app and sharing.** Compatibility with mobile device applications allows for sharing glucose information with up to 10 other people for added support and care coordination.
- **Designed to integrate with the world's largest connected CGM ecosystem** (including insulin pumps and smart insulin pens, Apple Watch, Garmin and other digital health apps).
- **Customizable alarms and alerts.** Personalized alert schedule immediately warns the user of pending dangerous high and low blood sugar levels.
- **Easy sensor application.** Complete redesign of the sensor applicator allows for one-touch, simple self-insertion.
- **Medication blocking.** New feature allows for more accurate glucose readings without interference from common medications taken at typical indication doses, such as acetaminophen.
- **Predictive low alert.** Alert feature intended to predict hypoglycemia before it hits to help avoid dangerous low blood sugar events.
- **Extended 10-day disposable sensor.**

The G7 also has a number of new or improved features compared to our prior generation devices:

- **An even more discreet and low profile.** A redesigned transmitter makes for an all-in-one wearable combining our sensor and transmitter that is 60% smaller than the G6, making it even more comfortable and easier to wear under clothing.
- **Faster warm up.** 30-minute sensor warm up, fastest of any CGM on the market.
- **Expanded time to replace sensors.** 12-hour grace period to replace finished sensors for a more seamless transition between sessions.
- **New mobile app.** Redesigned and simplified mobile app with Dexcom Clarity integration.
- **Improved alert settings for enhanced discretion at the user's option**.
- **Redesigned receiver.** The optional receiver is smaller, with a more vibrant, easier to read display.
- **New indications for use.** Indicated in the United States for wear on the back of the upper arm for ages 2 years and older or the upper buttocks for ages 2-6 years old.
- **Less waste.** Smaller plastic components and packaging, resulting in less waste than the G6.

Other than the foregoing, the G7 is generally consistent with our prior generation CGM systems in its technical capabilities and its indications. Since the G7 is classified by the FDA as a Class II device, it is subject to special controls and modifications of, or revisions to, the device may be made under the 510(k) process.

Dexcom Stelo®

We are pursuing regulatory approvals for Dexcom Stelo, our first product designed specifically for people with type 2 diabetes who do not use insulin and are not at risk for hypoglycemia. Stelo was submitted for FDA review in the fourth quarter of 2023.

Dexcom Share®

The Dexcom Share remote monitoring system, offered for use with any current Dexcom system, uses an app on the patient's compatible iPhone, iPod touch, iPad or Android mobile device to securely and wirelessly transmit glucose information to the cloud and then to apps on the mobile devices of up to five designated recipients, or "followers," who can remotely monitor a patient's glucose information and receive alert notifications anywhere they have a wireless connection. A patient's glucose data can also be displayed on a patient's or follower's wearable device, such as the Apple Watch and Wear OS by Google devices, when used in conjunction with the patient's or follower's compatible iPhone or Android mobile device.

Dexcom Real-Time API

In July 2021, we received FDA marketing clearance for an iCGM system incorporating our Real-Time Application Programming Interfaces (API), which is an added software component that expands connectivity and interoperability of the Dexcom CGM digital ecosystem, enabling communication of iCGM data to client software intended to receive data through the cloud. Dexcom Real-Time API enables authorized third-party software developers to integrate real-time CGM data into their digital health apps and devices for specific and permitted use cases including non-medical device application, medical device data analysis, iCGM secondary display alarm, active patient monitoring, and treatment decisions. Real-Time API is not permitted for use in environments not currently cleared for the Dexcom CGM System (e.g., hospital inpatient care), and is not intended to be used by automated insulin delivery systems.

Dexcom ONE®

In July 2021, we obtained CE Mark approval for our Dexcom ONE CGM system, or Dexcom ONE, which we have launched in several countries in Europe. Dexcom ONE consists of three main components: a sensor, a transmitter, and a display device consisting of either the Dexcom ONE app for users with a compatible mobile device, or a Dexcom ONE receiver. Dexcom ONE carries many of the same features as the G6, and is indicated for persons, including pregnant women, ages 2 years and older. Like our other CGM systems, Dexcom ONE is designed to replace finger stick blood glucose testing for diabetes treatment decisions.

In November 2023, we obtained CE Mark approval for Dexcom ONE+. This updated version of our Dexcom ONE system builds upon the software experience of Dexcom ONE with certain additional features, while allowing customers to adopt the all-in-one wearable technology of our G7 CGM system.

Data and Insulin Delivery Collaborations

We have entered into multiple collaboration agreements that leverage our technology platform to integrate our CGM products with insulin delivery systems. The general purpose of these development and commercial relationships is

to integrate our technology into the insulin pump or pen product offerings of the respective partner, enabling the partner's insulin delivery device to receive and display glucose readings from our transmitter and, in some cases, use the glucose readings for semi-automated insulin delivery. We have existing insulin delivery partnerships, and we are also working with other companies that are pursuing varying strategies surrounding semi-automated insulin delivery and data analytics to improve outcomes and ease-of-use in diabetes management.

We have also entered into collaborations with several organizations that are currently using, or are developing, programs for the treatment of Type 2 diabetes that utilize our current CGM systems. These collaborations align with the strategy to seek broader access to our CGM systems for people with Type 2 diabetes, including those who are not treated with intensive insulin therapy.

Verily Collaboration

Our Restated Collaboration Agreement with Verily Life Science LLC (an Alphabet Company) and Verily Ireland Limited (collectively, Verily) provides us with an exclusive license to use intellectual property of Verily resulting from the collaboration, and certain Verily patents, in the development, manufacture and commercialization of blood-based or interstitial glucose monitoring products more generally (subject to certain exclusions, which are outside the CGM field as it is commonly understood). It also provides us with non-exclusive license rights under Verily's other intellectual property rights to develop, manufacture, and commercialize those kinds of glucose monitoring products and certain CGM product companion software functionalities.

In consideration of Verily's performance of its obligations under the joint development plan of the Restated Collaboration Agreement, the licenses granted to us and the amendment of the original agreement, we have made upfront, incentive, product regulatory approval milestone payments, and a sales-based milestone payment. In the future, we may make a potential additional milestone payment for a future sales-based milestone. At our election, we may make these payments in shares of our common stock or cash. If we elect to make a milestone payment in cash, any such cash payment would be equal to the number of shares that would otherwise be issued for the given milestone payment multiplied by the value of our stock on the date the relevant milestone is achieved, adjusted for stock splits, dividends, and the like. We intend to pay the remaining sales-based contingent milestone in shares of our common stock. See Note 2 "Development and Other Agreements" to the consolidated financial statements in Part II, Item 8 of this Annual Report and Exhibit 10.14 of this Annual Report on Form 10-K for a further description of the Restated Collaboration Agreement, including the number of shares of stock for milestone payments.

Market Opportunity

Diabetes

Diabetes is a chronic, life-threatening disease for which there is no known cure and which has other significant adverse consequences for human health throughout the world. The disease is caused by the body's inability to produce or effectively utilize the hormone insulin. This inability prevents the body from adequately regulating blood glucose levels. Glucose, the primary source of energy for cells, must be maintained at certain concentrations in the blood in order to permit optimal cell function and health. Normally, the pancreas provides control of blood glucose levels by secreting the hormone insulin to decrease blood glucose levels when concentrations are too high. In people with diabetes, the body does not produce sufficient levels of insulin, or fails to utilize insulin effectively, causing blood glucose levels to rise above normal. This condition is called hyperglycemia and often results in acute complications as well as chronic long-term complications such as heart disease, limb amputations, loss of kidney function and blindness. When blood glucose levels are high, people with diabetes often administer insulin in an effort to decrease blood glucose levels. Unfortunately, insulin administration can drive blood glucose levels below the normal range, resulting in hypoglycemia. In cases of severe hypoglycemia, people with diabetes risk acute complications, such as loss of consciousness or death. Due to the drastic nature of acute complications associated with hypoglycemia, many people with diabetes are reluctant to reduce blood glucose levels. Consequently, these individuals often remain in a hyperglycemic state, increasing their odds of developing long-term chronic complications. Diabetes is typically classified into two major groups: Type 1 and Type 2.

The International Diabetes Federation, or IDF, estimates that in 2021, 537 million adults (aged 20-79) around the world had diabetes. IDF estimates that by 2045, the worldwide incidence of people suffering from diabetes will reach 783 million. According to the Centers for Disease Control and Prevention, or CDC, in its National Diabetes Statistics Report, 2023, or the 2023 CDC Report, crude estimates for the prevalence of diabetes in the United States as of 2021 include 38.4 million people with diabetes, of which 29.7 million people have diagnosed diabetes.

This growing diabetes prevalence and its associated health outcomes also result in sobering economic burdens for global health systems. According to the American Diabetes Association, or ADA, one in every four healthcare dollars

was spent on treating people with diabetes in 2022, and the direct medical costs and indirect expenditures attributable to diabetes in the United States were an estimated $413 billion, an inflation-adjusted increase of approximately 35% since 2012. Of the $413 billion in overall expenses, the ADA estimated that approximately $307 billion were direct costs associated with diabetes care, chronic complications and excess general medical costs, and $106 billion were indirect costs. The ADA also found that in 2022, average medical expenditures among people with diagnosed diabetes were 2.6 times higher than for people without diabetes. According to the IDF, 2021 expenditures attributable to diabetes were estimated to be $966 billion globally, an increase of 27% from their previous estimate in 2019.

Type 1 Diabetes

According to the 2023 CDC Report, as of 2021 there were an estimated 2.0 million adults and youth with diagnosed Type 1 diabetes in the United States. Type 1 diabetes is an autoimmune disorder that usually develops during childhood and is characterized by an absence of insulin, resulting from destruction of the insulin producing cells of the pancreas. Individuals with Type 1 diabetes must rely on frequent insulin injections in order to regulate and maintain blood glucose levels.

Type 2 Diabetes

Type 2 diabetes is a metabolic disorder which results when the body is unable to produce sufficient amounts of insulin or becomes insulin resistant. Depending on the severity of Type 2 diabetes, individuals may require diet and nutrition management, exercise, oral medications or insulin injections to regulate blood glucose levels. We estimate that between 5.0 and 6.0 million people with Type 2 diabetes in the United States must use insulin to manage their diabetes.

Type 2 diabetes is occurring with increasing frequency in young people, with the increase in prevalence related to an increase in obesity amongst children. According to the CDC, as of 2017-2020, approximately 19.7% of children and adolescents aged 2-19 years, or 14.7 million children, in the United States were obese. In the United States, the percentage of children and adolescents affected by obesity has more than tripled since the 1970s.

Importance of Glucose Monitoring

Blood glucose levels can be affected by many factors, including the carbohydrate and fat content of meals, exercise, stress, illness or impending illness, hormonal releases, variability in insulin absorption and changes in the effects of insulin in the body. Given the many factors that affect blood glucose levels, maintaining glucose within a normal range is difficult, resulting in frequent and unpredictable excursions above or below normal blood glucose levels. People with diabetes administer insulin or ingest carbohydrates throughout the day in order to maintain blood glucose levels within normal ranges. People with diabetes frequently overcorrect and fluctuate between hyperglycemic and hypoglycemic states, often multiple times during the same day. As a result, many people with diabetes are routinely outside the normal blood glucose range. Failure to maintain blood glucose levels within the normal range leads to numerous and significant health risks. These risks include eye disease, nerve disease, kidney disease, cardiovascular disease and potentially hypoglycemic events.

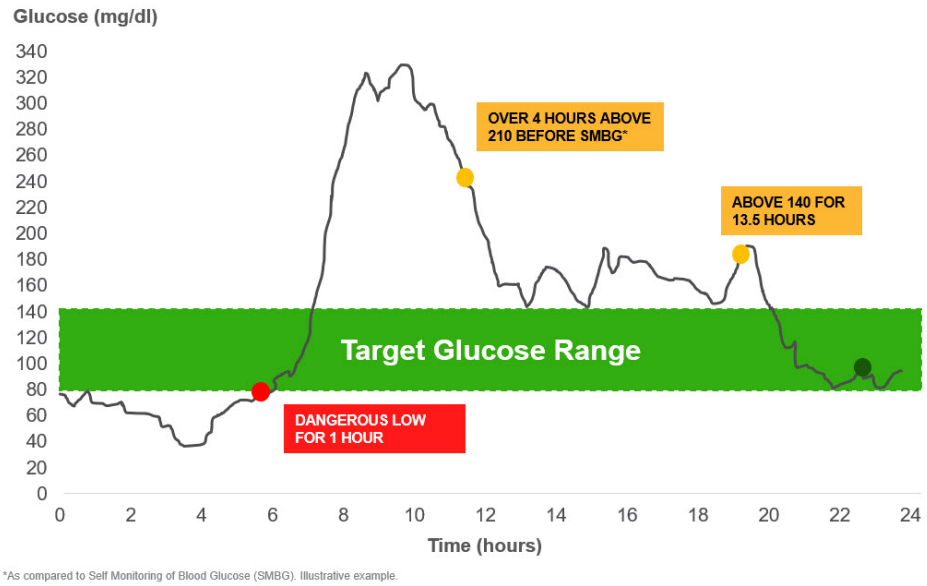
Limitations of Existing Glucose Monitoring Products

Single-point finger stick devices are the most prevalent devices for glucose monitoring. These devices require taking a blood sample with a finger stick, placing a drop of blood on a test strip and inserting the strip into a glucose meter that yields a single point in time blood glucose measurement. We believe that these devices suffer from several limitations, including:

- **Limited Information.** Even if people with diabetes test several times each day, each measurement represents a single blood glucose value at a single point in time. Given the many factors that can affect blood glucose levels, excursions above and below the normal range often occur between these discrete measurement points in time. Without the ability to determine whether their blood glucose level is rising, falling or holding constant, and the rate at which their blood glucose level is changing, the individual's ability to effectively manage and maintain blood glucose levels within normal ranges is severely limited. Further, people with diabetes cannot test themselves during sleep, when the risk of hypoglycemia is significantly increased.

  The illustrative graph below shows the limited information provided by four single-point measurements during a single day using a traditional single-point finger stick device, compared to the data provided by our continuous sensor. The continuous data indicates that, even with four finger sticks in one day, the patient's blood glucose levels were above the target range of 80-140 milligrams per deciliter ("mg/dl") for a period of 13.5 hours.

Single Day Continuous Data



*As compared to Self Monitoring of Blood Glucose (SMBG). Illustrative example.

- **Inconvenience.** The process of measuring blood glucose levels with single-point finger stick devices can cause significant disruption in the daily activities of people with diabetes and their families. People with diabetes using single-point finger stick devices must stop whatever they are doing several times per day, self-inflict a painful prick and draw blood to measure blood glucose levels. To do so, people with diabetes must always carry a fully supplied kit that may include a spring-loaded needle, or lancet, disposable test strips, cleansing wipes and the meter, and then safely dispose of the used supplies. This process is inconvenient and may cause uneasiness in social situations.
- **Difficulty of Use.** To obtain a sample with single-point finger stick devices, people with diabetes generally prick one of their fingertips or, occasionally, a forearm with a lancet. They then squeeze the area to produce the blood sample and another prick may be required if a sufficient volume of blood is not obtained the first time. The blood sample is then placed on a disposable test strip that is inserted into a blood glucose meter. This task can be difficult for individuals with decreased tactile sensation and visual acuity, which are common complications of diabetes.
- **Pain.** Although the fingertips are rich in blood flow and provide a good site to obtain a blood sample, they are also densely populated with highly sensitive nerve endings. This makes the lancing and subsequent manipulation of the finger to draw blood painful. The pain and discomfort are compounded by the fact that fingers offer limited surface area, so tests are often performed on areas that are sore from prior tests. People with diabetes may also suffer pain when the finger prick site is disturbed during regular activities.

The Dexcom Approach

We believe continuous glucose monitoring has the potential to enable more people with diabetes to achieve and sustain tight glycemic control with minimal disruption to their daily lives.

The landmark 1993 Diabetes Control and Complications Trial, or DCCT, demonstrated that improving blood glucose control lowers the risk of developing diabetes-related complications by up to 50%. The study also demonstrated that people with Type 1 diabetes achieved sustained benefits with intensive management.

Various clinical studies and real-world evidence also demonstrate the benefits of continuous glucose monitoring in the management of Type 1 diabetes and insulin-requiring Type-2 diabetes, when compared to regimens relying on self-monitoring of blood glucose. Results of several early clinical trials established that CGM usage was associated with improved glycemic outcomes.

Real-time alerts and multi-device integration further differentiate CGM-based and self-monitoring of blood glucose, or SMBG, based diabetes regimens. Alerts triggered by existing or impending abnormal glucose values are associated with less exposure to hypo- and hyperglycemia in large real-world data sets, and multi-device integration

allows some CGM systems to communicate with automated insulin delivery systems. One such automated insulin delivery system that uses the G6 was studied in a large clinical trial that associated its use with numerous quality-of-life and glycemic benefits.

Our current target market consists primarily of people with Type 1 and Type 2 diabetes who utilize insulin therapy as well as certain non-insulin using people with diabetes that struggle with hypoglycemia. We also believe that our CGM systems are beginning to have a positive impact on the broader Type 2 population that does not utilize insulin or have hypoglycemia risk, a group that we estimate to be greater than 25 million people in the United States alone. We are extending our commercial efforts for this population through several channels, including through strategic partnerships. In the future, we plan to expand our product offering to people who are pregnant and cleared/approved indications to address people with pre-diabetes, people who are obese, and people in the hospital setting. Although the majority of our revenue has been generated in the United States, we have expanded our operations to include additional markets in North America, Africa, Asia Pacific, Europe, Latin America and the Middle East.

Our current CGM systems offer the following potential advantages to people with diabetes:

- **Potential for Improved Outcomes.** Randomized clinical trials and peer reviewed published data have demonstrated that patients with diabetes who used continuous glucose monitoring devices to help manage their disease experienced significant improvements in glucose control, including when compared to patients relying solely on single-point finger stick measurements (i.e., less time in hypoglycemia and hyperglycemia) and reductions in A1c levels when compared to baseline.
- **Access to Real-Time Values, Trend Information and Alerts.** People with diabetes can view their current glucose value, along with a graphical display of the historical trend information on our receiver or alternate display device. Without continuous monitoring, the individual is often unaware if his or her glucose is rising, declining or remaining constant. Access to continuous real-time glucose measurements provides people with diabetes information that may aid in attaining better glucose control. Additionally, our current CGM systems alert people with diabetes when their glucose levels approach inappropriately high or low levels so that they may intervene.
- **Intuitive User Interface.** We have developed a user interface that we believe is intuitive and easy to use. Our current CGM system receivers are compact with an easy-to-read color display, simple navigation tools, audible alerts and graphical display of trend information. Similar benefits are available via the interfaces we have made available on compatible mobile devices. These devices can serve as substitutes for our receivers or alternate display units in certain geographies.
- **Convenience and Comfort.** Our current CGM systems provide people with diabetes with the benefits of continuous monitoring, without having to perform finger stick tests for every measurement. Additionally, the disposable sensor that is inserted under the skin is a very thin wire, minimizing potential discomfort associated with inserting or wearing the disposable sensor. The external portion of the sensor, attached to the transmitter, is small, has a low profile and is designed to be easily worn under clothing. The wireless receiver is the size of a small smart phone and can be carried discreetly in a pocket or purse. We believe that convenience is an important factor in achieving widespread adoption of a CGM system.
- **Connectivity to Wearables and Others.** Patients can monitor their glucose levels and trends on compatible wearable devices, such as Apple Watch and Wear OS by Google devices, when used with a compatible mobile device. Also, our Share remote monitoring systems enable users of our current CGM systems to have their sensor glucose information remotely monitored by their family, friends or other designated recipient, or follower, by wirelessly transmitting data from the user's smart phone to the cloud and then to the follower's mobile device. Several followers can remotely monitor a patient's glucose information and receive secondary alert notifications from almost anywhere with an Internet connection via each follower's mobile device.

Our Strategy

Our objective is to remain a leading provider of CGM systems and related products to enable people with diabetes to more effectively and conveniently manage their condition. We are also developing and commercializing products that integrate our CGM technologies into the insulin delivery systems or data platforms of our respective partners. In addition, we continue to pursue development partnerships with other insulin delivery companies, including automated insulin delivery systems, as well as other players in the disease management sector. We are focusing on the following business strategies as we pursue these objectives:

- Establishing and maintaining our technology platform as the leading approach to CGM and leveraging our development expertise to rapidly bring products to market, including for expanded indications.

- Supporting use of our ambulatory products through a direct sales and marketing effort, as well as key distribution arrangements.
- Supporting innovation through technology integration partnerships.
- Seeking broad coverage policies and reimbursement for our products from private third-party payors and national health systems.
- Providing cloud-based data repository platform that enables people with diabetes to aggregate and analyze data from numerous diabetes devices and share the data with their healthcare providers and other individuals involved in their diabetes management and care.
- Pursuing expansion of use of our products to other patient care settings and patient demographics, including use for people with Type 2 diabetes who are not on intensive insulin therapy, population health, patient monitoring including in the hospital setting, and people who are pregnant.
- Providing a high level of customer support, service and education.
- Pursuing the highest safety and quality levels for our products.

Our Technology Platform

We believe we have a broad technology platform that will support the development of multiple products for continuous glucose monitoring.

Sensor Technology

The key enabling technologies for our sensors include biomaterials, membrane systems, electrochemistry and low power microelectronics. Our membrane technology consists of multiple polymer layers configured to selectively allow the appropriate mix of glucose and oxygen to travel through the membrane and react with a glucose specific enzyme to create an extremely low electrical signal, measured in pico-amperes. This electrical signal is then translated into glucose values. We believe that the capability to measure very low levels of an electrical signal and to accurately translate those measurements into glucose values is also a unique and distinguishing feature of our technology. We have also developed technology to allow sensitive electronics to be packaged in a small, fully contained, lightweight sealed unit that minimizes inconvenience and discomfort for the user.

Receiver and Transmitter Technology

Our current CGM systems wirelessly transmit information from the transmitter to our receiver or to a compatible mobile device. We have developed technology for reliable transmission and reception and have consistently demonstrated a high rate of successful transmissions from transmitter to receiver or compatible mobile device in our clinical trials. Our receiver or the mobile device, via our apps, then displays both real-time and trended glucose values, and provides alerts and alarms. We have used our extensive database of continuous glucose data to create and refine software, algorithms and other technology for the display of data to customers.

Compatible Mobile Devices

With our G6 and G7 systems, the functionalities of our proprietary receiver can be obtained through the use of a compatible mobile device, such as an iOS or Android device, and our mobile applications, depending on the patient's geographic location. A receiver may be required as the primary display device or a backup to the mobile device in some jurisdictions, including the United States.

Products in Development

We have gained our technology expertise by developing implants designed to withstand the rigors of functioning within the human body for extended periods of time, and designed to address other considerations such as device sealing, miniaturization, durability and sensor geometry.

We are leveraging this technology platform with the goal of enhancing the capabilities of our current products (including obtaining expanded indications for use) and to develop additional CGM products. We plan to develop future generations of technologies that are focused on improved performance and convenience and that will enable intelligent insulin administration. Over the longer term, we plan to continue to develop and improve networked platforms with open architecture, connectivity and transmitters capable of communicating with other devices. We intend to expand our efforts to accumulate CGM patient data and metrics and apply predictive modeling and machine learning to generate interactive CGM insights that can inform patient behavior.

We continue to pursue and support development partnerships with insulin pump companies and companies or institutions developing insulin delivery systems, including automated insulin delivery systems.

We are also exploring how to extend our offerings to other opportunities, including for people with Type 2 diabetes that are non-insulin using, people with pre-diabetes, people who are obese, people who are pregnant, and people in the hospital setting. Eventually, we may apply our technological expertise to products beyond glucose monitoring.

Commercial Operations

We have built a direct sales organization in North America and certain international markets to call on health care professionals, such as endocrinologists, physicians and diabetes educators, who can educate patients about continuous glucose monitoring. We believe that focusing efforts on these participants is important given the instrumental role they each play in the decision-making process for diabetes therapy, and to ensure that health care professionals and patients are knowledgeable about our products and their functionality. We focus on delivering this important information to participants to drive adoption of our current CGM systems. In addition, our direct sales efforts include the use of e-commerce resources in certain international markets where we have not built a sales force.

To complement our direct sales efforts, we have entered into distribution arrangements in North America and several international markets that allow distributors to sell our products. We expect to continue investing in our field sales force and believe our direct, highly specialized and focused sales organization and our domestic and international distribution agreements are sufficient for us to support our sales efforts for at least the next twelve months.

We use a variety of marketing tools to drive adoption, ensure continued use and establish brand loyalty for our CGM systems by:

- creating awareness of the benefits of continuous glucose monitoring and the advantages of our technology with endocrinologists, physicians, diabetes educators and people with diabetes;
- providing strong and simple educational and training programs to healthcare providers and people with diabetes to ensure easy, safe and effective use of our systems; and
- maintaining a readily accessible telephone and web-based technical and customer support infrastructure, which includes clinicians, diabetes educators and reimbursement specialists, to help referring physicians, diabetes educators and people with diabetes as necessary.

Direct-to-consumer (DTC) marketing is one of our key initiatives to increase awareness of our CGM systems and drive new leads for people with diabetes to our website. In jurisdictions where DTC marketing is permitted, we currently focus on reaching people with Type 1 and people with Type 2 diabetes who use insulin. We advertise on television, in print, digital and video media, CRM, offer sponsorships, host or participate in diabetes related events, conduct public relations and maintain a brand ambassador program.

We typically experience seasonality, with lower sales in the first quarter of each year compared to the immediately preceding fourth quarter. This seasonal sales pattern relates to U.S. annual insurance deductible resets and unfunded flexible spending accounts.

Competition

The market for glucose monitoring devices is intensely competitive, subject to rapid change and significantly affected by new product introductions and other market activities of industry participants. In selling our current CGM systems, we compete directly with the Diabetes Care division of Abbott Laboratories; Medtronic plc's Diabetes Group; Roche Diabetes Care, a division of Roche Diagnostics; privately-held LifeScan, Inc.; and Ascensia Diabetes Care, each of which manufactures and markets products for the single-point finger stick device market. Collectively, these companies currently account for the majority of the worldwide sales of self-monitored glucose testing systems.

Several companies are developing or commercializing products for continuous or periodic monitoring of glucose levels in the interstitial fluid under the skin that compete directly with our products. We have competed with Abbott and their Libre family of CGM products for many years. Medtronic markets and sells a standalone glucose monitoring product called Guardian Connect, both internationally and in the United States, and a disposable CGM system called Simplera in international markets.

Medtronic and other third parties have developed or are developing, insulin pumps integrated with continuous glucose monitoring systems that provide, among other things, the ability to suspend insulin administration while the user's glucose levels are low and to automate basal or bolus insulin dosing. Likewise, Abbott Diabetes Care has

received FDA clearance to integrate certain versions of their Libre sensors into automated insulin delivery systems and is pursuing such integrations with third-party insulin delivery devices.

We are also aware of companies outside the traditional medical device sector that are attempting to develop competitive products and services, including for the general health and wellness, or population health space. Some of the companies developing or marketing competing devices are large and well-known publicly traded companies.

We believe that the principal competitive factors in our market include:

- safe, reliable and high-quality performance of products;
- cost of products and eligibility for reimbursement;
- comfort and ease of use of products;
- effective sales, marketing and distribution networks;
- brand awareness and strong acceptance by healthcare professionals and people with diabetes;
- customer service and support and comprehensive education for people with diabetes and diabetes care providers;
- speed of product innovation and time to market;
- regulatory expertise; and
- technological leadership and superiority.

For additional information on competition, please see our Risk Factor entitled "*We operate in a highly competitive market and face competition from large, well-established companies with significant resources, and, as a result, we may not be able to compete effectively."*

Manufacturing

We currently manufacture our products at our headquarters in San Diego, California and at our manufacturing facilities in Mesa, Arizona and Penang, Malaysia, where we collectively have approximately 65,900 square feet of laboratory space and approximately 155,700 square feet of controlled environment rooms. In 2023, we completed the initial phase of construction of our new facility in Malaysia and commenced commercial manufacturing. We are also expanding our facility in Mesa, Arizona to scale up manufacturing capacity and plan to begin construction of a new facility in Ireland. We anticipate that the new facilities and the Mesa capacity scale-up will add substantial manufacturing capacity.

There are technical challenges to increasing manufacturing capacity, finding or enhancing new manufacturing facilities capable of meeting regulatory requirements, government licensure of manufacturing facilities, equipment design and automation, material procurement, problems with production yields, and quality control and assurance. We have focused significant effort on continual improvement programs in our manufacturing operations intended to improve quality, yields and throughput. We have made progress in manufacturing to enable us to supply adequate amounts of product to support our commercialization efforts, however we cannot guarantee that supply will not be constrained going forward. Additionally, the production of our continuous glucose monitoring systems must occur in a highly controlled and clean environment to minimize particles and other yield- and quality-limiting contaminants. Developing and maintaining commercial-scale manufacturing facilities has and will continue to require the investment of substantial additional funds and the hiring and retention of additional management, quality assurance, quality control and technical personnel who have the necessary manufacturing experience.

We manufacture our current CGM systems with certain components supplied by outside vendors and other components that we manufacture internally. Key components that we manufacture internally include our wire-based sensors. The remaining components and assemblies are purchased from outside vendors. We then assemble, test, package and ship the finished systems, which may include a reusable transmitter, a receiver and disposable sensors.

We purchase certain components and materials used in manufacturing from single sources due to quality considerations, costs or constraints resulting from regulatory or other requirements. As of December 31, 2023, those single sources include suppliers of application-specific integrated circuits used in our transmitters, seals used for the applicator and certain polymers used to synthesize polymeric membranes for our sensors. For additional information, please see our Risk Factor entitled, "*We depend upon third-party suppliers and outsource to other parties, making us vulnerable to supply disruptions, suboptimal quality, non-compliance and/or price fluctuations, which could harm our business*."

Third-Party Coverage and Reimbursement

As a medical device company, coverage and reimbursement from Medicare, Medicaid or other governmental healthcare programs or systems, and private third-party healthcare payors is an important element of our success. Medicare covers the CGM system, which includes supplies necessary for the use of the device, under the Durable Medical Equipment, or DME, benefit category. Previously, Medicare coverage for CGM was only available to Medicare patients who take at least three doses of insulin a day, limiting CGM reimbursement for Medicare beneficiaries with intensive Type 1 and 2 diabetes. The Local Coverage Determination, or LCD, that the Centers for Medicare & Medicaid Services released in April 2023 extends Medicare CGM coverage to all patients using insulin. Further, the LCD also allows coverage for patients not taking insulin if the patient has a history of problematic hypoglycemia. We also have coverage under certain international markets and Medicaid coverage in approximately 45 states.

As of December 31, 2023, the eight largest private third-party payors, in terms of the number of covered lives, have issued coverage policies for the category of continuous glucose monitoring devices. In addition, we have negotiated contracted rates with all of those third-party payors for the purchase of our current CGM systems by their members. We have personnel with reimbursement expertise to assist customers in obtaining reimbursement from private third-party payors. We also maintain a field-based reimbursement team charged with calling on third-party private payors to obtain coverage decisions and contracts. We have continued our efforts to create and liberalize coverage policies with third-party payors, including obtaining reimbursement for our products under pharmacy benefits and for more people with diabetes.

For additional information on third-party reimbursement, please see our see Risk Factors in the section entitled "*Risks Related to Pricing and Reimbursement*."

Intellectual Property

Protection of our intellectual property is a strategic priority for our business. We rely on a combination of patents, copyrights, trademarks, trade names, trade secrets, nondisclosure agreements and other measures to establish and protect our proprietary rights.

Our patent portfolio includes numerous issued and pending patent applications in the U.S. and other parts of the world, which in the aggregate, we believe to be of material importance in the operation of our business. U.S. patents, as well as most foreign patents, are generally effective for 20 years from the date the earliest application was filed. In some cases, the patent term may be extended. Our issued patents as of December 31, 2023 are set to expire over a range of years, from 2024 with respect to some of our earlier patents, to 2042, subject to any extensions. We also have various registered U.S. trademarks, registered European Community trademarks, and many other trademark registrations and pending trademark applications around other parts of the world. In addition, we have entered into exclusive and non-exclusive licenses in the ordinary course of business relating to a wide array of technologies or other intellectual property rights or assets.

Our patents and patent applications seek to protect aspects of our core membrane and sensor technologies and our product concepts for continuous glucose monitoring. We believe that our patent position provides us with sufficient rights to protect our current and proposed commercial products. However, our patent applications may not result in issued patents, and any patents that have been issued or might be issued may not protect our intellectual property rights. Furthermore, we operate in an industry characterized by extensive patent litigation, and our patents may not be upheld if challenged. Any patents issued to us may be challenged by third parties as being invalid or unenforceable, and patent litigation may result in significant damage awards and injunctions that could prevent the manufacture and sale of affected products or result in significant royalty payments in order to continue selling the products. Third parties may also independently develop similar or competing technology that avoids our patents. The steps we have taken may not prevent the misappropriation of our intellectual property, particularly in international countries where the laws may not protect our proprietary rights as fully as in the United States. We also face risks associated with intellectual property infringement.

We also rely on trade secrets, technical know-how and continuing innovation to develop and maintain our competitive position. We seek to protect our proprietary information and other intellectual property by generally requiring our employees, consultants, contractors, suppliers, outside scientific collaborators and other advisors to execute non-disclosure and assignment of invention agreements on commencement of their employment or engagement. Agreements with our employees also forbid them from bringing the proprietary rights of third parties to us. We also generally require confidentiality or material transfer agreements from third parties that receive our confidential data or materials. We cannot guarantee that employees and third parties will abide by the confidentiality

or assignment terms of these agreements. Despite measures taken to protect our intellectual property, unauthorized parties might copy aspects of our products or obtain and use information that we regard as proprietary.

Sustainability

We believe that taking into account the interests of our various stakeholders – including patients, caregivers, employees, investors, and our communities – enables us to operate in a sustainable manner, supports the success of our business and drives long-term value. We do this by holding true to our core values: Listen, Think Big, Be Dependable, and Serve with Integrity. These values are at the heart of our sustainability initiatives.

- *Listen* – We believe in listening to our customers and our employees. We have launched a number of programs to advocate for individuals living with diabetes and we support our employees and their families through a number of benefit programs that are available. In addition, we seek to promote diversity, practice fairness, and treat everyone with respect and dignity.
- *Think Big* – We seek to expand global healthcare access for people with diabetes and actively work to increase access to our products. We also have committed to operate our business in a manner that is environmentally sustainable and conserves natural resources and reduces waste.
- *Be Dependable* – We are committed to quality and believe that is best achieved through a safe and healthy workplace as well as a Quality Management System that is compliant with all applicable regulatory requirements and which is continuously being improved.
- *Serve with Integrity* – While oversight of our ethics and governance structure begins with our Board of Directors and Executive Leadership Team, we expect all employees to foster a culture of accountability in line with our Code of Conduct and Business Ethics. We also maintain a compliance program to help enforce ethical conduct and adherence to applicable laws and regulations.

The Nominating and Governance Committee of the Board of Directors oversees and reviews Dexcom's risks, opportunities, strategies, programs, policies, practices, measures, objectives and performance relating to corporate sustainability matters. Our management-level Corporate Sustainability Steering Committee, which is comprised of the functional leads from our Commercial, Operations, Human Capital, Finance and Legal departments, is responsible for, among other things, setting the overall strategy with respect to corporate sustainability matters (subject to direction from the Chief Executive Officer and oversight of the Nominating and Governance Committee), establishing programs, policies and practices relating to corporate sustainability matters ("Dexcom's Corporate Sustainability Program") and overseeing and monitoring the implementation of Dexcom's Corporate Sustainability Program. The Corporate Sustainability Steering Committee reports to our Chief Executive Officer and provides periodic updates regarding our corporate sustainability programs, policies and practices to the Nominating and Governance Committee of our Board of Directors.

Our Sustainability Report is available at https://investors.dexcom.com/governance/governance-documents/, which is provided for reference only and is not incorporated by reference into this Annual Report on Form 10-K.

Government Regulation

The medical devices that we manufacture are subject to regulation by numerous regulatory bodies, including the FDA and comparable international regulatory agencies. These agencies require manufacturers of medical devices to comply with applicable laws and regulations governing the development, testing, manufacturing, labeling, marketing and distribution of medical devices. Devices are generally subject to varying levels of regulatory control, the most comprehensive of which requires that a clinical evaluation program be conducted before a device receives approval for commercial distribution. In addition, healthcare regulatory bodies in the United States and around the world impose a range of requirements related to the payment for medical devices and the procedures in which they are used, including laws intended to prevent fraud, waste, and abuse of healthcare dollars.

U.S. Laws and Regulations

At the U.S. federal level, our products are medical devices subject to extensive and ongoing regulation by the FDA. The U.S. Federal Food, Drug and Cosmetic Act, referred to as the FDCA, and the FDA's implementing regulations govern product design and development, pre-clinical and clinical testing, pre-market clearance, authorization or approval, establishment registration and product listing, product manufacturing, product labeling, product storage, advertising and promotion, product sales, distribution, recalls and field actions, servicing and post-market clinical surveillance. A number of U.S. states also impose licensing and compliance regimes on companies that manufacture or distribute prescription devices in the state.

In addition, the delivery of our devices in the U.S market is subject to regulation by various U.S. Department of Health and Human Services divisions including CMS, the DHHS Office of the Inspector General, or OIG, the Department of Veterans Affairs, and comparable state agencies responsible for reimbursement and regulation of payment for health care items and services. U.S. laws and regulations are imposed primarily in connection with the Medicare, Medicaid, and TRICARE programs, as well as the government's interest in regulating the quality and cost of health care.

FDA Regulation

Unless an exemption applies, each medical device we wish to commercially distribute in the United States will require either prior 510(k) clearance, prior *de novo* down-classification and a related grant of marketing authorization, or prior approval from the FDA through the premarket approval, or PMA process. The FDA classifies medical devices into one of three classes. Devices requiring fewer controls because they are deemed to pose lower risk are placed in Class I or II. Class I devices are subject to general controls such as labeling, pre-market notification, and adherence to the FDA's manufacturing requirements, which are contained in the Quality System Regulation, or QSR. Class II devices are subject to special controls such as performance standards, post-market surveillance, FDA guidelines, or particularized labeling, as well as general controls. Some Class I and Class II devices are exempted by regulation from the pre-market notification (i.e., 510(k) clearance) requirement, and/or the requirement of compliance with substantially all of the QSR. As an example, the mobile applications that comprise the Share System were classified by the FDA as Class II exempt. With the mobile applications classified as Class II exempt, we must comply with certain general and special controls required by the FDA but we do not need prior FDA review to commercialize changes to the mobile applications. Some devices are placed in Class III, which requires approval of a PMA application, if they are deemed by the FDA to pose the greatest risk, such as life-sustaining, life-supporting or certain implantable devices, or to be "not substantially equivalent" either to a previously 510(k) cleared device or to a "preamendment" Class III device in commercial distribution before May 28, 1976 for which PMA applications have not been required.

If a previously unclassified new medical device does not qualify for the 510(k) pre-market notification process because no predicate device to which it is substantially equivalent can be identified, the device is automatically classified into Class III. Under FDA law, the *de novo* classification procedure allows a manufacturer whose novel device is automatically classified into Class III to request down-classification of its medical device into Class I or Class II on the basis that the device presents low or moderate risk, rather than requiring the submission and approval of a PMA. If the FDA agrees with the down-classification, the *de novo* applicant will then receive authorization to market the device, and a classification regulation will be established for the device type. The device can then be used as a predicate device for future 510(k) submissions by the manufacturer or a competitor.

A PMA application must be supported by valid scientific evidence, which typically requires extensive data, including technical, pre-clinical, clinical, manufacturing and labeling data, to demonstrate to the FDA's satisfaction the safety and efficacy of the device. A PMA application also must include a complete description of the device and its components, a detailed description of the methods, facilities and controls used to manufacture the device, and proposed labeling.

In addition to our CGM device, we have a Class I data management service which we market to clinics. This service helps healthcare providers and patients see, understand and use blood glucose meter data to diagnose and manage diabetes. The service also allows researchers to control the transfer of data from certain diabetes devices to research tools and databases according to their own research workflows.

The infrastructure of the data management service is considered "medical device data systems," or MDDS. MDDS are hardware or software products that transfer, store, convert formats, and display medical device data. An MDDS does not modify the data or modify the display of the data, and it does not by itself control the functions or parameters of any other medical device. MDDS are not intended to be used for active patient monitoring. The 21st Century Cures Act excluded certain software functions from the definition of "device", thus products meeting the definition of MDDS (which previously might have been regulated as Class I, 510(k)-exempt devices) are no longer considered devices and thus are not subject to FDA regulatory requirements.

Additional functions of, or intended uses for, our software platform may require us to obtain marketing authorization from the FDA.

After a device is authorized for marketing and placed in commercial distribution, numerous regulatory requirements apply. These include:

- establishment registration and device listing;

- QSR, which requires manufacturers to follow design, testing, control, storage, supplier/contractor selection, complaint handling, documentation and other quality assurance procedures;
- labeling regulations, which prohibit the promotion of products for unapproved or off-label uses or indications and impose other restrictions on labeling, advertising and promotion;
- medical device reporting regulations, which require that manufacturers report to the FDA if a 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;
- voluntary and mandatory device recalls to address problems when a device is defective and/or could be a risk to health; and
- 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 FDCA that may present a risk to health.

Also, the FDA may require us to conduct post-market surveillance studies or order us to establish and maintain a system for tracking our products through the chain of distribution to the patient level. The FDA and the Food and Drug Branch of the California Department of Health Services and other applicable government regulatory agencies enforce regulatory requirements by conducting periodic, unannounced inspections and market surveillance. Inspections may include the manufacturing facilities of our subcontractors.

Failure to comply with applicable regulatory requirements, including those applicable to the conduct of our clinical trials, can result in enforcement action by the FDA, which may lead to any of the following sanctions:

- warning letters or untitled letters that require corrective action;
- fines and civil penalties;
- unanticipated expenditures;
- delays in approving or refusal to approve our future continuous glucose monitoring systems or other products;
- FDA refusal to issue certificates to foreign governments needed to export our products for sale in other countries;
- suspension or withdrawal of FDA approval;
- product recall or seizure;
- interruption of production;
- operating restrictions;
- injunctions; and
- criminal prosecution.

We and our contract manufacturers, specification developers, and some suppliers of components or device accessories, are also required to manufacture our products in compliance with current Good Manufacturing Practice requirements set forth in the QSR. The QSR requires a quality system for the design, manufacture, packaging, labeling, storage, installation and servicing of marketed devices, and includes extensive requirements with respect to quality management and organization, device design, buildings, equipment, purchase and handling of components or services, production and process controls, packaging and labeling controls, device evaluation, distribution, installation, complaint handling, servicing, and record keeping. The FDA evaluates compliance with the QSR through periodic unannounced inspections that may include the manufacturing facilities of our subcontractors. If the FDA believes we or any of our contract manufacturers or regulated suppliers are not in compliance with these requirements, it can shut down our manufacturing operations, require recall of our products, refuse to approve new marketing applications, institute legal proceedings to detain or seize products, enjoin future violations, or assess civil and criminal penalties against us or our officers or other employees. Any such action by the FDA would have a material adverse effect on our business. We may be unable to comply with all applicable FDA regulations.

U.S. Fraud and Abuse Laws and Other Compliance Requirements

The healthcare industry is subject to various U.S. federal and state laws pertaining to healthcare fraud and abuse. Violations of these laws are punishable by criminal and civil sanctions, including, in some instances, exclusion from participation in U.S. federal and state healthcare programs, including Medicare and Medicaid.

Anti-kickback Laws. The federal Anti-Kickback Statute prohibits persons from knowingly and willfully soliciting, receiving, offering or providing remuneration directly or indirectly to induce either (i) the referral of an individual, or (ii) purchasing, ordering, recommending, or arranging for the purchase or order of a good or service, for which

payment may be made, in whole or in part, under a federal healthcare program such as Medicare and Medicaid. The definition of “remuneration” has been broadly interpreted to include anything of value, including such items as gifts, discounts, the furnishing of supplies or equipment, credit arrangements, payments to consultants, waiver of payments, and providing anything at less than its fair market value. Given the breadth of this prohibition, Congress has issued a number of exceptions and has granted authority to the OIG to issue safe harbor regulations, each of which set forth certain provisions which, if satisfied in their entirety, will exempt an arrangement from being found to violate the federal Anti-Kickback Statute. The failure of a transaction or arrangement to fit precisely within one or more exceptions or safe harbors is not per se illegal; rather, each arrangement is subject to a facts and circumstances analysis to determine whether the requisite improper intent exists. Therefore, conduct and business arrangements that do not fully satisfy each applicable exception or safe harbor element may result in increased scrutiny by government enforcement authorities or invite litigation by private citizens under federal whistleblower laws. Violation of the Anti-Kickback Statute is a felony and conviction could result in the assessment of fines of up to $100,000 per violation or imprisonment for up to 10 years or both.

Federal Civil False Claims Act. The federal Civil False Claims Act prohibits, among other things, knowingly presenting, or causing to be presented a false claim or the knowing use of false statements or records to obtain payment from the federal government. When an entity is determined to have violated the False Claims Act, it may be subject to repayment of three times the actual damages sustained by the government, plus significant mandatory civil penalties for each separate false claim. Suits filed under the False Claims Act can be brought by any individual on behalf of the government and such individuals (known as “relators” or, more commonly, as “whistleblowers”) may share in any amounts paid by the entity to the government in fines or settlement. These whistleblower-initiated False Claims Act cases are commonly referred to as “qui tam” actions. False Claims Act cases may also be initiated by the U.S. Department of Justice or any of its local U.S. Attorneys’ Offices. In addition, certain states have enacted laws modeled after the federal False Claims Act. Qui tam actions have increased significantly in recent years, causing greater numbers of healthcare companies to have to defend a false claim action, even before the validity of the claim is established and even if the government decides not to intervene in the lawsuit. Healthcare companies may decide to agree to large settlements with the government and/or whistleblowers to avoid the cost and negative publicity associated with litigation. Federal enforcement agencies also have shown increased interest in pharmaceutical and medical device companies’ product promotion, health care professional engagements, and patient assistance programs, including reimbursement and co-pay support services, and a number of investigations into these programs have resulted in significant civil and criminal settlements. In addition, the Affordable Care Act amended federal law to provide that the government may assert that a claim for items or services resulting from a violation of the federal Anti-Kickback Statute constitutes a false or fraudulent claim for purposes of the federal civil False Claims Act. Criminal prosecution is also possible for knowingly making or presenting a false or fictitious or fraudulent claim to the federal government.

Federal Physician Self-Referral Law. The Federal Physician Self-Referral Law, also referred to as the Stark Law, prohibits a physician (or an immediate family member of a physician) who has a financial relationship with an entity from referring patients to that entity for certain designated health services, including durable medical equipment such as the CGM receiver and supplies, payable by Medicare, unless an exception applies. The Stark Law also prohibits such an entity from presenting or causing to be presented a claim to the Medicare program for such designated health services provided pursuant to a prohibited referral, and provides that certain collections related to any such claims must be refunded in a timely manner. Exceptions to the Stark Law include, among other things, exceptions for certain financial relationships, including both ownership and compensation arrangements. The Stark Law is a strict liability statute, therefore, to the extent that the statute is implicated and an exception does not apply, the statute is violated. Violations of the Stark Law must be reported and payment for improper referrals returned to Medicare in order to avoid potential liability under the federal False Claims Act for avoiding a known obligation to return identified overpayments. In the fall of 2020, we transitioned our Medicare business to distributors and we no longer bill Medicare directly for DME and related supplies. In doing so, we have limited our exposure under the Stark Law. In addition to the Stark Law, many states have implemented similar physician self-referral prohibitions that may extend to Medicaid, third party payors, and self-pay patients, and may be applicable to our relationships with physicians and other health care providers.

Civil Monetary Penalties Law. The Civil Monetary Penalties Law, or CMPL, authorizes the imposition of substantial civil money penalties against an entity that engages in certain prohibited activities including but not limited to violations of the Stark Law or Anti-Kickback Statute, knowing submission of a false or fraudulent claim, employment of an individual excluded from participation in federal health care programs, and the provision or offer of anything of value to a Medicare or Medicaid beneficiary that the transferring party knows or should know is likely to influence the beneficiary’s selection of a particular provider or supplier from which to receive items or services for which payment may be made in whole or part by a federal health care program, commonly known as the Beneficiary

Inducement CMP. Remuneration is defined under the CMPL as any transfer of items or services for free or for less than fair market value. There are certain exceptions to the definition of remuneration for offerings that meet the Financial Need, Preventative Care, or Promoting Access to Care exceptions. Sanctions for violations of the CMPL include civil monetary penalties and administrative penalties up to and including exclusion from participation in federal health care programs.

Violations of the Stark Law, the Anti-Kickback Statute, the Civil Monetary Penalties Law and/or the federal False Claims Act can also form the basis for exclusion from participation in federal and state healthcare programs.

State Analogs of Federal Fraud and Abuse Laws. Many U.S. states have their own laws intended to protect against fraud and abuse in the health care industry and more broadly. In some cases these laws prohibit or regulate additional conduct beyond that covered under federal law. Penalties for violating these laws can range from fines to criminal sanctions.

Health Insurance Portability and Accountability Act of 1996 (HIPAA). The Health Insurance Portability and Accountability Act of 1996, as amended by the American Recovery and Reinvestment Act of 2009, and implementing regulations, collectively HIPAA, created two federal crimes: healthcare fraud and false statements relating to healthcare matters. The healthcare fraud statute prohibits knowingly and willfully executing a scheme to defraud any healthcare benefit program, including private payors. A violation of this statute is a felony and may result in fines, imprisonment or exclusion from government sponsored programs, or integrity oversight and reporting obligations to resolve allegations of non-compliance. The false statements statute prohibits knowingly and willfully falsifying, concealing or covering up a material fact or making any materially false, fictitious or fraudulent statement in connection with the delivery of or payment for healthcare benefits, items or services.

HIPAA and Other U.S. Privacy Laws and Regulations. Numerous federal and state laws, rules and regulations govern the collection, dissemination, use, privacy, security and confidentiality of personal information. HIPAA, in addition to the criminal powers above, extensively regulates the use and disclosure of individually identifiable health information, through the Privacy, Security, and Breach Notification Rules. HIPAA requires covered entities, including health plans and most health care providers, to implement administrative, physical and technical safeguards to protect the privacy and security of covered information (known as “protected health information”) and sets limits and conditions on the uses and disclosures that may be made of such information without the authorization of the relevant individual. HIPAA’s Security Rule and certain provisions of the HIPAA Privacy Rule and Breach Notification Rule apply to business associates of covered entities (i.e., entities that provide services to covered entities that may require access and use of protected health information on behalf of covered entities), and business associates are subject to direct liability for violation of these rules. In addition, a covered entity may be subject to criminal and civil penalties as a result of a business associate violating HIPAA, if the business associate is found to be an agent of the covered entity. Covered entities must report breaches of unsecured protected health information to affected individuals without unreasonable delay and notification must also be made to the U.S. Department of Health & Human Services, Office for Civil Rights (OCR) and, in certain situations involving large breaches, to the media. The OCR enforces the HIPAA Rules and performs compliance audits and investigations. In addition to enforcement by OCR, HIPAA authorizes state attorneys general to bring civil actions seeking either injunction or damages in response to HIPAA violations that impact state residents.

On December 1, 2022, OCR issued a bulletin on the requirements under HIPAA for online tracking technologies (e.g., cookies, pixels) to protect the privacy and security of health information. This bulletin outlined OCR’s position on the use of online tracking technology vendors, when certain information received by such vendors constitutes protected health information under HIPAA, and accordingly, when business associate agreements must be executed between covered entities, like us, and such vendors. We are a covered entity under HIPAA because we are a health care provider that engages in certain electronic standard transactions. In certain circumstances, we may also be a business associate of another covered entity or of another business associate. We have assessed our responsibilities under the bulletin and undertaken a number of initiatives to support our compliance with HIPAA and other requirements relating to online tracking technologies, including updates to our cookie banners and preference center. These steps are in addition to measures we had taken previously and we continue to evaluate our compliance with applicable laws and adjust our practices to address developments in the field over time. The HIPAA Rules impose and will continue to impose significant costs on us in order to comply with these standards.

There are numerous other laws, regulations and legislative and regulatory initiatives at the federal and state levels addressing privacy and security of personal information. We also remain subject to federal and state privacy-related laws that may be more restrictive or contain different requirements than the privacy regulations issued under HIPAA. These laws vary and could impose additional penalties. For example, the Federal Trade Commission, or FTC, uses its consumer protection authority to initiate enforcement actions against companies relating to their use and

disclosure of personally identifiable information. Specifically, FTC has asserted authority and issued enforcement actions in response to actual or perceived unfair or deceptive practices by a company in the handling of consumer information. The FTC has also pursued enforcement actions against companies for violations of its Health Breach Notification Rule and the Children's Online Privacy Protection Act. Our use of personal information is also subject to our published privacy policies and notices.

Further, certain states have proposed or enacted legislation that will create new data privacy and security obligations for certain entities. These laws include, for example, the California Consumer Privacy Act, or CCPA, which came into effect January 1, 2020 and was amended and expanded by the California Privacy Rights Act, or CPRA, which came into effect on January 1, 2023; the Virginia Consumer Data Protection Act, effective as of January 1, 2023; the Colorado Privacy Act and the Connecticut Data Privacy Act, both effective as of July 1, 2023; the Utah Consumer Privacy Act, effective as of December 31, 2023; the Washington My Health My Data Act and Nevada Senate Bill 370, both effective as of March 31, 2024; the Oregon Consumer Privacy Act, the Texas Data Privacy and Security Act, and the Florida Digital Bill of Rights, all effective as of July 1, 2024; the Montana Consumer Data Privacy Act, effective as of October 1, 2024; the Delaware Personal Data Privacy Act, effective as of January 1, 2025; the Iowa Act Relating to Consumer Data Protection, effective as of January 1, 2025; the Tennessee Information Protection Act, effective as of July 1, 2025; and the Indiana Consumer Data Protection Act, effective as of January 1, 2026. Several other states have enacted, or are proposing to enact, their own comprehensive privacy laws. Among other things, these state-specific laws create new data privacy obligations for covered companies and provide new privacy rights to state residents, including the right to opt out of certain disclosures of their information. A particular focus of legislatures appears to be consumer health data which is not subject to HIPAA, as evidenced by passage of the Washington My Health My Data Act and Nevada Senate Bill 370. The CCPA also created a private right of action with statutory damages for certain data breaches, thereby potentially increasing risks associated with a data breach, and other laws, such as the Telephone Consumer Privacy Act and the Washington My Health My Data Act, also have private rights of action for violations. Regulations implementing the California and Colorado laws have been published (in draft form for California, and final form for Colorado), but many questions remain as to how all of the new statutes will be interpreted and enforced. The effects of state data protection laws are significant and have required us to modify our data processing practices. They may also cause us to incur substantial costs and expenses to ensure ongoing compliance, particularly given our base of operations in California. Various U.S. state laws and regulations may also require us to notify affected individuals and state agencies in the event of a data breach involving individually identifiable information.

In addition to the laws discussed above, we may see more stringent state and federal privacy legislation passed in 2024 and beyond, as the increased cyber-attacks during recent international conflicts have once again put a spotlight on data privacy and security in the U.S. and other jurisdictions. We cannot predict where new legislation might arise, the scope of such legislation, or the potential impact to our business and operations.

FCPA and Other Anti-Bribery and Anti-Corruption Laws. The U.S. Foreign Corrupt Practices Act, or FCPA, prohibits U.S. corporations and their representatives from offering, promising, authorizing or making payments to any foreign government official, government staff member, political party or political candidate in an attempt to obtain or retain business abroad. The scope of the FCPA would include interactions with certain healthcare professionals in many countries, either directly or through our contracted distributors. Our present and future business has been and will continue to be subject to various other U.S. and foreign laws, rules and/or regulations.

Physician Payment Sunshine Act. Pursuant to the Patient Protection and Affordable Care Act that was signed into law in March 2010, the federal government enacted the Physician Payment Sunshine Act. As a manufacturer of U.S. FDA-regulated devices reimbursable by federal healthcare programs, we are subject to this law, which requires us to track and annually report certain direct or indirect payments and other transfers of value we make to certain U.S.-licensed health care practitioners and U.S. teaching hospitals. We are also required to report certain ownership or investment interests held by physicians and their immediate family members. In 2018, the law was amended to require tracking and reporting of payments and transfers of value provided to health care practitioners besides physicians, including physician assistants, nurse practitioners, and other mid-level practitioners. These expanded reporting requirements took effect in 2022 for payments and transfers of value made to these additional practitioner-types in 2021. CMS has the potential to impose penalties of up to $1.36 million per year for violations of the Physician Payment Sunshine Act, depending on the circumstances, and reported payments also have the potential to draw scrutiny to our relationships with health care practitioners and academic medical institutions, which may have implications under the Anti-Kickback Statute and other healthcare laws.

In addition, certain states also have laws and regulations related to payments and other transfers of value provided to healthcare professionals and entities. Similar to the federal law, certain states have adopted marketing and/or transparency laws relevant to device manufacturers, some of which are broader in scope. Certain states also

mandate that device manufacturers implement compliance programs. Other states impose restrictions on device manufacturer marketing practices and require tracking and reporting of gifts, compensation, and other remuneration to healthcare professionals and entities. The need to build and maintain a robust compliance program with different compliance and/or reporting requirements increases the possibility that a company may violate one or more of the requirements, resulting in fines and penalties.

International Regulation

International sales of medical devices are subject to foreign government regulations, which may vary substantially from country to country. The time required to obtain approval in a foreign country may be longer or shorter than that required for FDA approval, and the requirements may differ. There is a trend towards harmonization of quality system standards among the European Union, United States, Canada and various other industrialized countries.

The regulatory framework governing medical devices is largely harmonized within the European Union, which includes most of the major countries in Europe. Other countries, such as Switzerland, have voluntarily adopted laws and regulations that mirror those of the European Union with respect to medical devices. The European Union has adopted numerous directives and standards regulating the design, manufacture, clinical trials, labeling and adverse event reporting for medical devices. To be placed on the European Union market, devices must undergo a conformity assessment and bear the CE mark, indicating that the device conforms to the essential requirements of the applicable rules. The method of assessing conformity varies depending on the class of the product, but normally involves a combination of self-assessment by the manufacturer and a third-party assessment by a “Notified Body.” This third-party assessment, which may consist of an audit of the manufacturer’s quality system and specific testing of the manufacturer’s product, is always required in order for a manufacturer to commercially distribute the product throughout the European Union, except in case of Class I medical devices (those entailing the lowest level of risk). Outside of the European Union, regulatory approval needs to be sought on a country-by-country basis in order for us to market our products. The European Union Medical Device Regulation, or MDR, went into force in 2017, and replaced the existing Directive. The MDR initially provided three years for transition and compliance, which was subsequently extended to May 2026, December 2027, or December 2028, depending on the device classification. The MDR became applicable in the European Union on May 26, 2021, changing several aspects of the existing regulatory framework. Other countries have adopted medical device regulatory regimes, such as the Classification Rules for Medical Devices published by the Hong Kong Department of Health, the Health Sciences Authority of Singapore regulation of medical devices under the Health Products Act, and Health Canada’s risk classification system for invasive devices, among others. Each country may have its own processes and requirements for medical device licensing, approval, and regulation, therefore requiring us to seek regulatory approvals on a country-by-country basis.

Outside the United States a range of anti-bribery and anti-corruption laws, as well and some industry-specific laws and codes of conduct, apply to the medical device industry and interactions with government officials and entities and healthcare professionals. Laws include the UK Bribery Act of 2010. Further, the EU member countries have emphasized a greater focus on healthcare fraud and abuse and have indicated greater attention to the industry by the European Anti-Fraud Office. MedTech Europe, the medical device industry association, also introduced the Code of Ethical Business Practices, which came into effect on January 1, 2017. Countries in Asia have also become more active in their enforcement of anti-bribery laws and with respect to procurement and supply chain fraud.

In the European Union, increasingly stringent data protection and privacy rules that have and will continue to have substantial impact on the use of patient data across the healthcare industry became effective in May 2018. The EU General Data Protection Regulation, or GDPR, applies across the European Union and includes, among other things, a requirement for prompt notice of data breaches to data subjects and supervisory authorities in certain circumstances and significant fines for non-compliance. The GDPR fine framework can be up to 20 million euros, or up to 4% of the company’s total global turnover of the preceding fiscal year, whichever is higher. The GDPR also requires companies processing personal data of individuals residing in the European Union to comply with EU privacy and data protection rules, even if the company itself does not have a physical presence in the European Union. Noncompliance could result in the imposition of fines, penalties, or orders to stop noncompliant activities. Due to the strong consumer protection aspects of the GDPR, companies subject to its purview are allocating substantial legal costs to the development of necessary policies and procedures and overall compliance efforts. We expect continued costs associated with maintaining compliance with GDPR into the future. For example, on July 16, 2020, the Court of Justice of the European Union issued a judgment in Case C-311/18 that declared the EU-U.S. Privacy Shield Framework invalid (Data Protection Commissioner v Facebook Ireland Ltd and Maximillian Schrems, also knowns as “Schrems II”). In the absence of the new adequacy decision, this judgment still results in additional compliance obligations for companies that rely on mechanisms other than the Privacy Shield, like standard contractual clauses and appropriate supplementary measures to ensure a valid basis for the transfer of personal

data outside of Europe. Though a new adequacy decision (the EU-U.S. Data Privacy Framework) has been adopted, and it may also be subject to challenges similar to those faced by the Privacy Shield. In view of this and other developments, data transfer risk remains a potential issue that requires regular monitoring. We expect continued costs associated with maintaining compliance with the GDPR into the future, and these requirements, as interpreted by EU data protection authorities, could negatively impact our business, financial condition and results of operations.

Environmental Regulation

Our research and development and clinical processes involve the handling of potentially harmful biological materials as well as hazardous materials. We are subject to federal, state and local laws and regulations governing the use, handling, storage and disposal of hazardous and biological materials and we incur expenses relating to compliance with these laws and regulations. If violations of environmental, health and safety laws occur, we could be held liable for damages, penalties and costs of remedial actions. These expenses or this liability could have a significant negative impact on our financial condition. We may violate environmental, health and safety laws in the future as a result of human error, equipment failure or other causes. Environmental laws could become more stringent over time, imposing greater compliance costs and increasing risks and penalties associated with violations. We are subject to potentially conflicting and changing regulatory agendas of political, business and environmental groups. Changes to or restrictions on permitting requirements or processes, hazardous or biological material storage or handling might require an unplanned capital investment or relocation. Failure to comply with new or existing laws or regulations could harm our business, financial condition and results of operations.

Advisory Boards and Consultants

We have relied upon the advice of experts in the development and commercialization of our products. Since 2005, we have used experts in various disciplines on a consulting basis as needed to solve problems or accelerate development pathways. We may continue to engage advisors from the academic, consultancy, governmental or other areas to assist us as necessary. Relationships between manufacturers and physicians, including in consultancy and advisory board roles, is subject to scrutiny under the federal Anti-Kickback Statute and its state law equivalents. Due to this scrutiny, we incur legal and consulting fees to ensure our relationships with physicians and other health care providers meet regulatory requirements, including that compensation paid to such physicians is within fair market value.

Human Capital

We aim to foster a diverse, inclusive and engaging culture that values each person's unique skill set and to continue to attract – and retain – top talent throughout the organization. 2023 represented a year of growth across Dexcom; our employee population grew both by number and global footprint. With our shift from office to hybrid work, we have access to more – and more diverse – talent than ever before. As of December 31, 2023, we have approximately 9,600 employees around the globe, including 9,500 full-time employees. Approximately 64% of our full-time U.S. employees are ethnically diverse.

Country	Female	Male	Grand Total	Ethnically Diverse (US Only)*
United States	2,600	3,200	5,800	3,700
International	2,100	1,700	3,800	N/A
Grand Total**	4,700	4,900	9,600	3,700

*All diversity data is self-reported. We capture ethnic diversity data in the United States only, comprised of the following categories: Black or African American, Hispanic or Latino, Asian, American Indian/Alaskan Native, Native Hawaiian or Other Pacific Islander, Two or More Races.

**Includes full time and part time employees.

The human capital measures and objectives that we focus on include diversity, equity and inclusion ("DEI"); communications and engagement; health, safety and wellness; total rewards and pay equity; and talent growth and development.

Diversity, Equity and Inclusion

Our journey to create a more diverse, equitable and inclusive workplace continues. As Dexcom continues to grow and scale, we believe our DEI initiatives have been critical not only for company culture but also for the growing diversity of patients our products will benefit across the globe.

Our talent and diversity staff and the DEI Leadership Council, or DLC, are a means for leaders to work closely together to advance the broader DEI strategy across the organization. We are proud to support our global and local employee resource groups, whose employee-led activities and initiatives we believe continue to foster a sense of belonging for our employees. We continue to weave DEI into talent conversations, particularly at senior levels, which we believe has contributed to our improved representation of female leaders at Dexcom.

Communications and Engagement

Through strategic communications, we continue to strengthen the connection between our leaders and our business goals, as well as the behaviors needed to drive a positive employee experience. We also believe by listening to our employees, we can create a dynamic workplace that will foster productivity while promoting work-life balance and connection across the organization. We have continued to seek out “the voice of the employee” through life cycle surveys. Each year, we offer an engagement survey titled “We’re Listening.” Employee engagement scores consistently remained high based on a six-factor index. Notably, a strong majority of employees indicated they are proud to work for Dexcom and see a clear link between their work and the Dexcom mission.

Health, Safety and Wellness

We are deeply committed to the safety, health and wellness of our employees. The Dexcom Environmental, Health, Safety & Sustainability team develops global safety practices and procedures, trains employees, and monitors compliance. Through these efforts, along with leadership commitment and investment of resources in support of workplace safety initiatives, our total US injury rate has consistently tracked below industry averages.

We also provide comprehensive health and well-being programs that support our employees and their families. For example, Inspire, our global wellness program, and our global mental health and employee assistance programs are designed to help employees and their family members develop and achieve their physical, emotional, and financial well-being goals.

Our goal to support our employees’ needs remains constant. We continued to provide both COVID and flu vaccination clinics for employees and their families, and continued support of remote work for employees whose roles allow for it. We also continue to evaluate how to maintain a hybrid workplace beyond the pandemic to ensure that we meet our employees’ ever-changing needs outside the workplace.

Total Rewards and Pay Equity

Our total rewards package includes market competitive pay, comprehensive and competitive global benefits and retirement offerings, paid time off and family leave, tuition reimbursement and on-site services. To foster a stronger sense of ownership and align the interests of employees with shareholders, we offer an Employee Stock Purchase Plan, and restricted stock units are provided to eligible employees under our broad-based stock incentive programs.

In 2023, we continued our proactive year-end global market adjustment process intended to ensure we maintain pay equity between active employees and potential new external hires. Through this process, employees who meet predefined criteria may be eligible for an additional adjustment in base salary if they have fallen below Dexcom’s determined minimum. We believe by continuing to ensure equitable pay between existing and new hires, we will be better positioned to retain valued employees.

Additionally, we continue to proactively review both gender and ethnicity pay equity for our global employees in the same or similar roles. The goal of these reviews is to identify and close any gaps in average pay, after accounting for legitimate business factors that may explain differences, such as performance, time in role, and tenure with the company. We have incorporated the findings into our compensation assessment cycles, and we recognize the need to regularly review pay equity to maintain our pay equity goals. With the implementation of our global market adjustment process, we conduct the gender and ethnicity review annually. Additionally, in 2023 we identified and engaged a third party consultant to help further evolve our gender and ethnicity pay equity review.

Talent Growth and Development

We continue to invest in new learning systems and programming to support employee development. To support the personal and professional growth of our workforce, we have built an extensive library of development offerings to empower employees at all levels to advance their skill sets and knowledge base. Because there is no one-size-fits-all approach to career development, we continue to evolve our curriculum to meet the needs of our diverse workforce. At this time, our employees have completed over 40,000 hours dedicated to this learning.

Additional details regarding our human capital and other matters can be found in our Sustainability Report. Although not incorporated by reference into this Annual Report on Form 10-K, our Sustainability Report can be accessed on our investors website at investors.dexcom.com, by clicking “Governance Documents & Sustainability”.

ITEM 1A - RISK FACTORS

Our short and long-term success is subject to numerous risks and uncertainties, many of which involve factors that are difficult to predict or beyond our control. Before making a decision to invest in, hold or sell our common stock, stockholders and potential stockholders should carefully consider the risks and uncertainties described below, in addition to the other information contained in or incorporated by reference into this Annual Report on Form 10-K, as well as the other information we file with the SEC, including our subsequent reports on Forms 10-Q and 8-K. If any of the following risks are realized, our business, financial condition, results of operations and prospects could be materially and adversely affected. In that case, the value of our common stock could decline and stockholders may lose all or part of their investment. Furthermore, additional risks and uncertainties of which we are currently unaware, or which we currently consider to be immaterial, could have a material adverse effect on our business, financial condition or results of operations. Refer to our disclaimer regarding forward-looking statements at the beginning of Part I, Item 1 of this Annual Report on Form 10-K.

Risks Related to Our Business and Operations

Risks Related to Pricing and Reimbursement

If we experience decreasing prices for our products and we are unable to reduce our expenses, including the per unit cost of producing our products, there may be a material adverse effect on our business, results of operations, financial condition and cash flows.

We have experienced, and anticipate that we will continue to experience, decreasing prices for our products due to pricing pressure from managed care organizations and other third-party payors, increased market power of payors, and increased competition among suppliers, including manufacturing services providers, as the medical device industry consolidates. If the prices for our products and services decrease and we are unable to reduce our expenses, including the cost of sourcing materials, logistics and the cost to manufacture our products, our business, results of operations, financial condition and cash flows will be adversely affected.

We are subject to cost-containment efforts by third-party payors that could result in reduced product pricing and/or sales of our products and cause a reduction in revenue.

In the United States and other countries, government and private sector access to health care products continues to be a subject of focus, and efforts to reduce health care costs are being made by third-party payors. Most of our customers rely on third-party payors, including government programs and private health insurance plans, to cover the cost of our products. We expect that these continuing cost reduction and containment measures may reduce the cost or utilization of our products and could lead to patients being unable to obtain approval for coverage or payment from these third-party payors or to costs being shifted to patients for our products. Additionally, as a result of the economic slowdown, some customers have lost access and others may lose access to their private health insurance plan if they lose their job, and an impact to job status may extend for a prolonged period of time, beyond possible coverage periods through COBRA, or where the cost to maintain coverage may not be affordable to our customers. As most of our customers currently rely on third-party payors, including government programs and private health insurance plans, to cover the cost of our products, our customers may lose coverage or reimbursement for our products, which may harm our business and results of operations.

We have experienced, and anticipate that we will continue to experience, downward pressure on product pricing. To the extent these cost containment efforts are not offset by greater patient access to our products, our revenue may be reduced and our business may be harmed.

Although many third-party payors have adopted some form of coverage policy for continuous glucose monitoring devices, our products do not always have such coverage, including simple broad-based contractual coverage with third-party payors, and we frequently experience administrative challenges in obtaining coverage or reimbursement for our products. If we are unable to obtain adequately broad coverage or reimbursement for our products or any future products from third-party payors, our revenue may be negatively impacted.

As a medical device company, reimbursement from government and/or commercial third-party healthcare payors, including Medicare and Medicaid, is an important element of our success. The Centers for Medicare & Medicaid Services, or CMS, provides coverage for “Therapeutic Continuous Glucose Monitors” as durable medical equipment eligible for coverage under Medicare Part B. Coverage criteria for therapeutic CGMs is determined by CMS under national coverage determinations as well as by local Medicare Administrative Contractors under local coverage determinations. Therefore, Medicare reimbursement for our CGM devices is subject to various coverage conditions

and often requires a patient-specific coverage analysis. Medicare does not cover any items or services that are not “reasonable and necessary.” Medicare covers the CGM system, which includes supplies necessary for the use of the device, under the Durable Medical Equipment, or DME, benefit category. In order to be covered under this benefit, one component of the CGM system must meet the criteria for a durable medical device. To date, the receiver satisfied this criteria. To the extent that a receiver is not used by a Medicare beneficiary or CMS otherwise determines that the items and supplies ordered are not medically necessary, Medicare may not cover that CGM system or any associated supplies.

We face a number of regulatory and commercial hurdles relating to wide-scale sales where a government or commercial third-party payor provides reimbursement, including sales to Medicare beneficiaries. If we are unable to successfully address these hurdles, reimbursement of our products may be limited to a smaller subset of people with diabetes covered by Medicare or to those people with diabetes covered by other third-party payors that have adopted policies for CGM devices allowing for coverage of these devices if certain conditions are met. Adverse coverage or reimbursement decisions relating to our products, or rescission or limitation of favorable determinations, by CMS, its Medicare Administrative Contractors, other state, federal or international payors, and/or third-party commercial payors could significantly reduce reimbursement, which could have an impact on the acceptance of, and demand for, our products and the prices that our customers are willing to pay for them.

As of December 31, 2023, the eight largest private third-party payors, in terms of the number of covered lives, have issued coverage policies for the category of CGM devices. In addition, we have negotiated contracted rates with all of those third-party payors for the purchase of our current CGM systems by their members. Nevertheless, coverage and reimbursement-related barriers remain. Among other things, people with diabetes without insurance that covers our products bear the entire financial cost of using our products. In addition, in the United States, people with diabetes using existing single-point finger stick devices are generally reimbursed all or part of the product cost by Medicare or other third-party payors, which may be perceived as more advantageous for consumers. Further, while many third-party payors have adopted some form of coverage policy on CGM devices, in a sizeable percentage of cases, under durable medical equipment benefits, those coverage policies frequently are restrictive and require significant medical documentation and other requirements in order for policy holders to obtain reimbursement, and as a result, we have difficulty improving the efficiency of our customer service group. Moreover, it is not uncommon for governmental, including federal and/or state, agencies and their contractors to conduct periodic routine billing and compliance reviews that may entail extensive documentation requests, cooperation with which may require significant time and resources, and may result in identification of overpayments that may need to be refunded. The commercial success of our products in both domestic and international markets will substantially depend on whether timely and comprehensive third-party reimbursement is widely available for individuals that use them.

CMS has adopted coverage guidelines for CGMs, which could have a favorable impact on us. Previously, Medicare coverage for CGM was only available to Medicare patients who take at least three doses of insulin a day, limiting CGM reimbursement for Medicare beneficiaries with intensive Type 1 and 2 diabetes. The Local Coverage Determination, or LCD, that CMS released in April 2023 extends Medicare CGM coverage to patients who use any insulin. Further, the LCD also allows coverage for patients not taking insulin if the patient has a history of problematic hypoglycemia.

Nevertheless, third-party payors are increasingly attempting to contain healthcare costs by limiting both coverage and the level of reimbursement of new and existing medical devices, and, as a result, they may be restrictive, or they may not cover or provide adequate payment for our products. In order to obtain additional reimbursement arrangements, including under pharmacy benefits, we may have to agree to a net sales price lower than the net sales price we might charge in other sales channels. Our revenue may be limited by the continuing efforts of government and third-party payors to contain or reduce the costs of healthcare through various increasingly sophisticated means, such as leveraging increased competition, increasing eligibility requirements such as second opinions and other documentation, purchasing in a bundle, or redesigning benefits. In December 2021, CMS published a final rule expanding the classification of DME under Medicare Parts B & C to include adjunctive CGMs (i.e., CGMs that do not replace standard blood glucose monitors for treatment decisions) and related supplies. This final rule expands coverage of CGMs to include a large competitor’s competing device, which may negatively impact our sales. We are unable to predict what effect the current or any future healthcare reform will have on our business, or the effect these matters will have on our customers. Our dependence on the commercial success of our current CGM systems makes us particularly susceptible to any cost containment or reduction efforts. Accordingly, unless government and other third-party payors provide adequate coverage and reimbursement for our current CGM systems or any future products we may develop, people without coverage who have diabetes may not use our products. Furthermore, payors are increasingly basing reimbursement rates on factors such as prior approvals and the effectiveness of the product, clinical outcomes associated with the product, and any factors that

negatively impact the effectiveness or clinical outcomes (or cause a perception of any such negative impact), such as the results of a clinical trial, a product defect, or a product recall, which could negatively impact the reimbursement rate. Also, the trends toward managed healthcare in the United States and legislative efforts intended to reduce the cost of government insurance programs could significantly influence the purchase of healthcare services and products and may result in lower prices for our products or the exclusion of our products from reimbursement programs.

In many foreign markets, pricing and profitability of medical devices are subject to government control. We are susceptible to changes in government-mandated coverage requirements and other controls which could impact access to and affordability of our products. In the United States, we expect that there will continue to be federal and state proposals for similar controls. As we continue to expand internationally, these government controls will have an increasing effect on our business and results of operations.

Any of the above factors may have a material adverse effect on our ability to increase or maintain our revenue or otherwise have a material adverse impact on our business, financial condition, and results of operations.

Risks Related to Product Development

The research and development efforts we undertake independently, and in some instances in connection with our collaborations with third parties, may not result in the development of commercially viable products, the generation of significant future revenues or adequate profitability.

In order to address the anticipated needs of our customers, pursue new markets for our existing products and any new products, and to remain competitive, we focus our research and development efforts and strategic third-party collaboration activities on the enhancement of our current CGM products, the development of next-generation products and the development of novel technologies and services.

The development of new products, or novel technologies and services and the enhancement of our current CGM products (including seeking and potentially obtaining new indications for use), requires significant investment in research and development, intellectual property protection, clinical trials, regulatory approvals and in obtaining third party reimbursement. The results of our product development and commercialization efforts may be affected by a range of factors, including our ability to anticipate customer needs, innovate and develop new products (whether independently or with our partners), determine a feasible or timely regulatory pathway or approach, and launch those products cost effectively into multiple markets and geographies. If we are unable to successfully anticipate customer needs, innovate, develop new products and successfully launch them, we may not be able to generate significant future revenues or profits from these efforts. Failing to timely launch our new products and any enhancements to our existing products may cause them to become obsolete and materially and adversely affect our business and financial position.

The development and commercial launch timelines for our products depend a great deal on our ability to achieve clinical endpoints and satisfy regulatory requirements and to overcome technology challenges, and may be delayed due to scheduling issues with patients and investigators, requests from institutional review boards, or inquiries from regulators about our independent and collaborative product development activities, product performance and manufacturing supply constraints, among other factors. In addition, support of these clinical trials requires significant resources from employees involved in the production of our products, including research and development, manufacturing, quality assurance, and clinical and regulatory personnel. Even if our development and clinical trial efforts appear successful to us and our regulatory submission appears satisfactory to us, the FDA or comparable international regulator may disagree and may decide not to grant marketing authorization for the products or may require additional product testing or clinical trials or other data to be developed and submitted before approving the products, which would result in product launch delays and additional expense. Even if a product receives marketing authorization from the FDA or comparable international regulator, it may not be accepted in the marketplace by health care professionals and people with diabetes.

In the ordinary course of our business we enter into collaborative arrangements with third parties to expand into new markets, including with insulin device manufacturers to integrate our CGM technology into the third parties' insulin delivery systems. We have also entered into collaborations with several organizations that are currently using, or are developing, programs for the treatment of Type 2 diabetes that utilize our current CGM systems. As a result of these relationships, our operating results depend, to some extent, on the ability of our partners to successfully commercialize their insulin delivery systems or monitoring products. Any factors that may limit our partners' ability to achieve widespread adoption of their systems, including competitive pressures, technological breakthroughs for the treatment or prevention of diabetes, adverse regulatory or legal actions relating to insulin pump products, or

changes in reimbursement rates or policies of third-party payors relating to insulin pumps or similar products, could have an adverse impact on our operating results.

Many of the companies that we collaborate with are also competitors or potential competitors who may decide to terminate our collaborative arrangement. In the event of such a termination, we may be required to devote additional resources to product development and commercialization, we may need to cancel some development programs and we may face increased competition. Additionally, collaborations may not result in the development of products that achieve commercial success and could be terminated prior to developing any products. Former collaborators may use the experience and insights they develop in the course of their collaborations with us to initiate or accelerate their development of products that compete with our products, which may create competitive disadvantages for us. Accordingly, we cannot provide assurance that any of our collaborations will result in the successful development of a commercially viable product or result in significant additional future revenues.

Our products may not achieve or maintain market acceptance.

We expect that sales of our CGM systems will account for substantially all of our product revenue for the foreseeable future. If and when we receive FDA or other regulators' marketing authorization for, and begin commercialization of, our next-generation CGM systems, we expect most patients will migrate onto those systems. In the periods leading up to the launch of new or upgraded versions of our CGM systems, however, our customers' anticipation of the release of those products may cause them to cancel, change or delay current period purchases of our current products, which could have a material adverse effect on our business, financial condition and results of operations.

Notwithstanding our prior experience in marketing and selling our products, we might be unable to successfully expand the commercialization of our existing products or begin commercialization of our next-generation CGM systems on a wide-scale for a number of reasons, including the following:

- our G6 and G7 systems prompt the user to replace the sensor no later than the tenth day, which might make it expensive for users;
- widespread market acceptance of our products by health care professionals and people with diabetes will largely depend on our ability to demonstrate their relative safety, effectiveness, reliability, cost-effectiveness and ease of use;
- the limited size of our sales force;
- we may not have sufficient financial or other resources to adequately expand the commercialization efforts for our products;
- expanded coverage opportunities for our competitors' CGM devices and supplies, including coverage for adjunctive CGMs, increasing competition in the marketplace;
- our FDA and other regulatory authority marketing application submissions and reviews may be delayed, or cleared or approved with limited product indications and labeling;
- we may not be able to manufacture our products in commercial quantities commensurate with demand or at an acceptable cost;
- the uncertainties associated with establishing and qualifying new manufacturing facilities;
- people with diabetes may need to incur the costs of single-point finger stick devices, in addition to our systems;
- the relative immaturity of the CGM market internationally, and limited international reimbursement of CGM systems by third-party payors and government healthcare providers outside the United States;
- the introduction and market acceptance of competing products and technologies, which may have a lower cost or price, allow for a convenience improvement and/or allow for improved accuracy and reliability;
- the introduction and market acceptance of new drug therapies for the treatment and management of diabetes and related conditions, including obesity;
- greater name or brand recognition and more established medical product distribution channels by some of our competitors;
- our inability to obtain sufficient quantities of supplies timely and at appropriate quality levels from our single- or sole-source and other key suppliers;
- our inability to manufacture products that perform in accordance with expectations of consumers; and
- rapid technological change may make our technology and our products obsolete.

In addition to the risks outlined above, our G6 and G7 systems are more invasive than many other self-monitored glucose testing systems, including single-point finger stick devices, and people with diabetes may be unwilling to insert a sensor in their body, especially if their current diabetes management involves no more than two finger sticks per day. Moreover, people with diabetes may not perceive the benefits of CGM and may be unwilling to change their current treatment regimens. Health care professionals may not recommend or prescribe our products unless and until (i) there is more long-term clinical evidence to convince them to alter their existing treatment methods, (ii) there are additional recommendations from prominent physicians that our products are effective in monitoring glucose levels, and (iii) reimbursement or insurance coverage is more widely available. In addition, market acceptance of our products by physicians and people with diabetes in Europe or other countries will largely depend on our ability to demonstrate their relative safety, effectiveness, reliability, cost-effectiveness and ease of use. If we are unable to do so, we may not be able to generate product revenue from our sales efforts in Europe or other countries. We cannot predict when, if ever, healthcare professionals, including physicians, and people with diabetes may adopt more widespread use of CGM systems, including our systems. We are also aware of the increasing use of GLP-1 products for the treatment of obesity and Type 2 diabetes. While we believe that GLP-1s are a companion product and used in conjunction with our CGM systems, these treatments could potentially compete with our CGM systems and reduce sales of our products. If our CGM systems do not achieve and maintain an adequate level of acceptance by people with diabetes, healthcare professionals, including physicians, and third party payors, our future revenue may be reduced and our business may be harmed.

Risks Related to Manufacturing, Commercial Operations and Commercialization

If our manufacturing capabilities are insufficient to produce an adequate supply of product at appropriate quality levels, our growth could be limited and our business could be harmed.

Our existing manufacturing facilities are designed to manufacture current and next-generation CGM systems, but may not be scaled quickly enough to permit us to manufacture one or more of our CGM systems in quantities sufficient to meet market demand. In the past, we have had difficulty scaling our manufacturing operations to provide a sufficient supply of product to support market demand and our commercialization efforts. From time to time, we have also experienced brief periods of backorder and, at times, have had to limit the efforts of our sales force to introduce our products to new customers. We have focused significant effort on continual improvement programs in our manufacturing operations intended to improve quality, yields and throughput. We have made progress in manufacturing to enable us to supply adequate amounts of product to support our commercialization efforts; however, we cannot guarantee that supply will not be constrained in the future. We may not adequately predict the market demand for our products, in order to produce our products in the quantities we anticipate will be necessary to meet market demand. We will need to adequately predict the market demand for our products and increase our manufacturing capacity by a significant factor over the current level to meet or exceed the anticipated market demand by product. In addition, we may have to modify our manufacturing design, reliability and process for next-generation products that may hereafter be approved, cleared or otherwise authorized by the applicable regulatory body and commercialized.

In 2023, we completed the initial phase of construction of our new facility in Malaysia and commenced commercial manufacturing. We are also expanding our facility in Mesa, Arizona, and plan to begin construction of a new facility in Ireland to scale up manufacturing capacity. There are technical challenges to increasing manufacturing capacity, including equipment design, automation, validation and installation, contractor issues and delays, licensing and permitting delays or rejections, materials procurement, manufacturing site expansion, problems with production yields and quality control and assurance. Continuing to develop commercial-scale manufacturing facilities will require the investment of substantial additional funds and the hiring and retention of additional management, quality assurance, quality control and technical personnel who have the necessary manufacturing experience. Delays in the launch of next-generation products may result in unanticipated continuing increases in demand for current-generation products (to substitute for the unavailability of the next-generation products) which, if not adequately prepared for, may result in deficits in our ability to produce adequate amounts of the prior-generation products to meet demand at appropriate prices.

The scaling of manufacturing capacity is subject to numerous risks and uncertainties, and may lead to variability in product quality or reliability, increased construction timelines, as well as resources required to design, install and maintain manufacturing equipment, among others, all of which can lead to unexpected delays in manufacturing output. In addition, any changes to our manufacturing processes may trigger the need for submissions or notifications to, and in some cases advance approval from, the FDA or other regulatory authorities because of the potential impact of changes on our previously cleared, approved and/or authorized devices. Our facilities are subject to inspections by the FDA and corresponding state and international agencies on an ongoing basis, and we must comply with Good Manufacturing Practices and the FDA Quality System Regulation, as well as certain state

requirements. We may be unable to adequately maintain, develop and expand our manufacturing process and operations or maintain compliance with FDA and state and international agency requirements, and manufacturing issues could impact our cleared and approved products. If we are unable to manufacture a sufficient supply of our current products or any future products for which we may receive approval or clearance, maintain control over expenses or otherwise adapt to anticipated growth, or if we underestimate growth, we may not have the capability to satisfy market demand, contractual obligations, and our business will suffer.

Manufacturing difficulties and/or any disruption at our facilities may adversely affect our manufacturing operations and related product sales, and increase our expenses.

Our products are manufactured at certain facilities, with limited alternate facilities. If an event occurs at one of our facilities that results in damage to, restrictions on the use of, or closure of, one or more of such facilities, or if our distributions from those facilities are limited or restricted in any way, we may be unable to manufacture the relevant products at the previous levels or at all. Because of the time required to approve, lease, and build out a manufacturing facility, an alternate facility and/or a third-party may not be available on a timely basis to replace production capacity in the event manufacturing capacity is lost.

Additionally, the majority of our operations are conducted at facilities located in San Diego, California, Mesa, Arizona, and Malaysia. We take precautions to safeguard our facilities, which include manufacturing protocols, insurance, health and safety protocols, and off-site storage of data. However, a natural or man-made disaster, such as fire, flood, earthquake, act of terrorism, cyber-attack or other disruptive event, such as a public health emergency, could cause substantial delays in our operations, damage, destroy or limit our manufacturing equipment, inventory, or records and cause us to incur additional expenses. Earthquakes are of particular significance since our manufacturing facilities in California are located in an earthquake-prone area. Wildfires are also increasingly more common in southern California and present risk to our manufacturing operations. Our Arizona facility may confront water supply issues resulting from the ongoing drought in the Western United States and our Malaysia facility may confront issues related to its construction on a reclaimed wetland and the political stability of the Malaysia government. In the event our existing manufacturing facilities or equipment are affected by man-made or natural disasters, we may be unable to manufacture products for sale or meet customer demands or sales projections. If our manufacturing operations were curtailed or ceased, it would seriously harm our business. The insurance we maintain against fires, floods, earthquakes and other natural disasters and similar events may not be adequate to cover our losses in any particular case.

If we experience manufacturing difficulties or disruptions, it could result in insufficient inventory, increased costs, immediate shortages in product or component supply, and decreased sales, and our business could be harmed.

We depend upon third-party suppliers and outsource to other parties, making us vulnerable to supply disruptions, suboptimal quality, non-compliance and/or price fluctuations, which could harm our business.

We manufacture the majority of our products and procure important third-party services, such as sterilization services, at numerous facilities worldwide. We purchase many of the components, materials and services needed to manufacture these products from numerous suppliers in various countries. We have generally been able to obtain adequate supplies of such materials, components and services. However, we also rely on single and/or sole sources for certain components and materials used in manufacturing, such as for the application-specific integrated circuit that is incorporated into the transmitter and certain polymers used to synthesize the polymeric biointerface membranes for our products. In some cases, our agreements with these and other suppliers can be terminated by either party upon short notice. Our contract manufacturers may also rely on single- or sole-source suppliers to manufacture some of the components used in our products.

Although we work with our suppliers to try to ensure continuity of supply while maintaining quality, timeliness and reliability, the supply of these components, materials and services has in some cases been, and may continue to be impacted, interrupted or insufficient. Our manufacturers and suppliers may also encounter problems during manufacturing for a variety of reasons. They may fail to follow specific protocols and procedures, fail to comply with applicable regulations, or be the subject of FDA or other regulatory authority audits or inspections that result in allegations of non-compliance (for example, resulting in Form 483 Observations, Warning Letters, or other FDA enforcement actions). Our manufacturers and suppliers may also experience or be impacted by equipment malfunction, environmental factors, and public health emergencies, any of which could delay or impede their ability to meet our demand.

Further, if our sole- or single-source suppliers shift their manufacturing and assembly sites to other locations, depending on the circumstances and nature of the item supplied, in addition to quality system activities such as verification and validation, there could be a need for FDA or international regulator notifications or submissions, and the new locations could be subject to regulatory inspections. If there are regulatory delays or impediments impacting

our suppliers or us for any reason, we may not be able to quickly establish additional or replacement suppliers, particularly for our single-source components, in part because of the custom nature of various parts we design. Any interruption or delay in the supply of components or materials, or our inability to obtain components or materials from alternate sources at acceptable prices in a timely manner, could impair our ability to meet the demand of our customers and cause them to cancel orders or switch to competitive products.

Our reliance on these outside manufacturers and suppliers also subjects us to other risks that could harm our business, including:

- we may experience a reduction or interruption in supply, and may not be able to obtain adequate supply in a timely manner or on commercially reasonable terms from additional or replacement sources;
- our products are technologically complex and it is difficult to develop alternative supply sources;
- we are not a major customer of many of our suppliers, and these suppliers may therefore give other customers' needs higher priority than ours;
- our suppliers may make errors in manufacturing components that could negatively affect the quality, effectiveness or safety of our products or cause delays in shipment of our products;
- we may have difficulty locating and qualifying alternative suppliers for our single-source supplies;
- switching components may require product redesign and submission to the FDA or international regulator of new applications (such as new 510(k) submissions or PMA supplements) which could significantly delay production;
- our suppliers manufacture products for a range of customers, and fluctuations in demand for the products these suppliers manufacture for others may affect their ability to deliver components to us in a timely manner or at the current pricing;
- our suppliers may discontinue the production of components that are critical to our products; and
- our suppliers may encounter financial and/or other hardships unrelated to our demand for components, including those related to changes in global economic conditions and/or disease outbreaks, which could inhibit their ability to fulfill our orders and meet our requirements.

We also outsource certain services to other parties, including inside sales, certain transaction processing, accounting, information technology, manufacturing, and other areas. Outsourcing of services to third parties could expose us to suboptimal quality of service delivery or deliverables and potentially result in repercussions such as missed deadlines or other timeliness issues, erroneous data, supply disruptions, non-compliance (including with applicable legal or regulatory requirements and industry standards) and/or reputational harm, with potential negative effects on our results.

We also require the suppliers, service providers and business partners of components or services for our products and related services to comply with law and certain of our policies regarding sourcing practices, but we do not control them or their practices. If any supplier, service provider or business partner violates laws or implements unethical practices, there could be disruptions to our supply chain, cancellation of our orders, a termination of the relationship with the partner or damage to our reputation, and the FDA or other regulators could seek to hold us responsible for such violations.

If we are unable to establish and maintain adequate sales, marketing and distribution capabilities or enter into and maintain arrangements with third parties to sell, market and distribute our products, we may have difficulty achieving market awareness and selling our products in the future.

We must continue to develop and grow our sales and marketing organization and enter into partnerships or other arrangements to market and sell our products and/or collaborate with third parties, including distributors and others, to market and sell our products to maintain the commercial success of our current systems and to achieve commercial success for any of our future products. If we are unable to establish and maintain adequate sales, marketing and distribution capabilities, independently or with others, our future revenue may be reduced and our business may be harmed.

Developing and managing a direct sales organization is a difficult, expensive and time-consuming process. To continue to develop our sales and marketing organization to successfully achieve market awareness and sell our products, we must:

- recruit and retain adequate numbers of effective and experienced sales and marketing personnel;
- effectively train our sales and marketing personnel in the benefits and risks of our products;

- establish and maintain successful sales, marketing, training and education programs that educate health care professionals, including endocrinologists, physicians and diabetes educators, so they can appropriately inform their patients about our products;
- manage geographically dispersed sales and marketing operations; and
- effectively train our sales and marketing personnel on the applicable advertising and promotion, and fraud and abuse laws that govern interactions with healthcare professionals and institutions as well as current and prospective patients and maintain active oversight and auditing measures to ensure continued compliance.

We currently employ sales and marketing personnel for the direct sale and marketing of our products in North America, Asia Pacific, Europe and the Middle East. Our direct sales and marketing team calls on healthcare providers and people with diabetes throughout the applicable country, to the extent permissible, to raise awareness and initiate sales of our products. Our sales and marketing organization competes with the experienced, larger and well-funded marketing and sales operations of our competitors. We may not be able to successfully manage our dispersed sales force or increase our product sales at acceptable rates.

We have also entered into distribution arrangements to leverage existing distributors (including wholesalers) already engaged in the distribution of drugs, devices and/or products in the diabetes marketplace. Some of our U.S distributors are focused on accessing underrepresented regions and or third-party payors that contract exclusively with distributors in the United States, while some of our international distributors call directly on healthcare providers and patients to market and sell our products. Because of the competition for their services, we may be unable to partner with or retain additional qualified distributors. Further, we may not be able to enter into agreements with distributors on commercially reasonable terms, if at all. Our distributors might not have the resources to continue to support our recent rapid growth.

Certain of our distribution agreements generated 10% or more of our total revenue during the twelve months ended December 31, 2023. We cannot guarantee that these relationships will continue or that we will be able to maintain this volume of sales from these relationships in the future. A substantial decrease or loss of these sales could have a material adverse effect on our financial results and operating performance.

We have entered into arrangements with pharmacy organizations in various countries to dispense our products directly to patients. Because of the competition for their services, we may be unable to enter into new partnerships or otherwise expand our pharmacy network on commercially reasonable terms, if at all. In addition, we cannot guarantee that our existing pharmacy relationships will continue, or that we will be able to maintain or increase sales volume from these relationships in the future.

To the extent that we enter into additional arrangements with third parties to perform sales, marketing, distribution and billing services, our product margins could be lower than if we directly marketed and sold our products. To the extent that we enter into co-promotion or other marketing and sales arrangements with other companies, any revenue received will depend on the skills and efforts of others, and we cannot predict whether these efforts will be successful.

If we do not adequately predict market demand or otherwise optimize and operate our distribution channel successfully, it could result in excess or insufficient inventory or fulfillment capacity, increased costs, immediate shortages in product or component supply, or harm our business in other ways.

We operate in a highly competitive market and face competition from large, well-established companies with significant resources, and, as a result, we may not be able to compete effectively.

The market for glucose monitoring devices is intensely competitive, subject to rapid change and significantly affected by new product introductions and other market activities of industry participants, including enhanced software capabilities, and related data and IT platforms. Our products are based on our proprietary technology, but a number of companies and medical researchers are pursuing new technologies for the monitoring of glucose levels. FDA or other regulatory approval of a commercially viable continuous glucose monitor or sensor produced by one of our competitors could significantly reduce market acceptance of our systems. In addition, certain development efforts throughout the diabetes industry, including that of the National Institutes of Health and other supporters of diabetes research are continually seeking ways to prevent, cure or improve treatment of diabetes. Therefore, our products may be rendered obsolete by technological breakthroughs in diabetes monitoring, treatment, prevention or cure.

In selling our current CGM systems, we compete directly with the Diabetes Care division of Abbott Laboratories; Medtronic plc's Diabetes Group; Roche Diabetes Care, a division of Roche Diagnostics; privately-held LifeScan, Inc.; and Ascensia Diabetes Care, each of which manufactures and markets products for the single-point finger stick

device market. Collectively, these companies currently account for the majority of the worldwide sales of self-monitored glucose testing systems.

Our competitors manufacturing adjunctive CGMs have also recognized expanded Medicare coverage of their CGM devices and supplies following CMS' December 2021 final rule expanding the classification of DME under Medicare Parts B & C to include adjunctive CGMs. These devices now directly compete with our CGM products in the Medicare market.

Several companies are developing and/or commercializing products for continuous or periodic monitoring of glucose levels in the interstitial fluid under the skin that compete directly with our products. We have competed with Abbott for several years and their Libre family of CGM products. Medtronic markets and sells one or more standalone glucose monitoring products both internationally and in the United States.

Medtronic and other third parties have developed or are developing insulin pumps integrated with CGM systems that provide, among other things, the ability to suspend insulin administration while the user's glucose levels are low and to automate basal and bolus insulin dosing. Likewise, Abbott Diabetes Care has received FDA clearance to integrate certain versions of their Libre sensors into automated insulin delivery systems and is pursuing such integrations with third-party insulin delivery devices.

We are also aware of companies outside the traditional medical device sector that are attempting to develop competitive products and services, including for general health and wellness, or population health. We are also aware of the increasing use of GLP-1 products for the treatment of obesity and Type 2 diabetes. While we believe that GLP-1s are a companion product and used in conjunction with our CGM systems, these treatments could potentially compete with our CGM systems and reduce sales of our products.

Some of the companies developing or marketing competing devices are large and well-known publicly traded companies, and these companies may possess competitive advantages over us, including:

- greater name recognition;
- established relations with healthcare professionals, customers and third-party payors;
- established distribution networks;
- additional lines of products, and the ability to bundle products to offer higher discounts or incentives to gain a competitive advantage;
- greater experience in conducting research and development, manufacturing, clinical trials, obtaining regulatory approval for products and marketing approved products;
- duration of sensor life;
- the ability to integrate multiple products to provide additional features beyond CGM systems; and
- greater financial and human resources for product development, manufacturing, sales and marketing, and patent litigation.

As a result, we may not be able to compete effectively against these companies or their products, which may adversely impact our business.

We are subject to risks associated with public health issues, including pandemics, which could have a material adverse effect on our business, financial condition and results of operations.

We are subject to risks associated with public health issues, such as the recent COVID-19 pandemic, and other events beyond our control. Public health issues and crises may adversely impact our operations, supply chain and logistics network if the locations where we operate, manufacture or distribute our products; where our raw materials or products are sourced, manufactured or distributed; or where our third-party distributors, suppliers and other service providers operate, are disrupted, temporarily closed or experience worker shortages for a sustained period of time. In addition, public health issues and crises may adversely impact our customers and/or their businesses due to lockdowns, labor shortages, lost access to private health insurance plans or modified spending priorities, all of which could cause a decline in demand for our products. These disruptions could also cause economic slowdowns or increased economic uncertainty. Any of the forgoing could adversely affect our business, financial condition and results of operations.

Risks Related to our International Operations

We are subject to a variety of risks due to our international operations that could adversely affect our business, our operations or profitability and operating results.

Our operations in countries outside the United States, which accounted for approximately 28% of our revenue for the twelve months ended December 31, 2023, are accompanied by certain financial and other risks. In addition to our offices with manufacturing and administrative and operations in countries throughout the world, we intend to continue to pursue growth opportunities in sales outside the United States, especially in Asia and Europe. Additionally, we may increase our use of administrative and support functions from locations outside the United States. These business activities could expose us to greater risks associated with our sales and operations.

As we pursue opportunities outside the United States, we may become more exposed to these risks and our ability to scale our operations effectively may be affected. For example, in 2023, we completed the initial phase of construction of our new facility in Malaysia and commenced commercial manufacturing. We also and plan to begin construction of a new facility in Ireland. Our international expansion efforts, including our new manufacturing facilities in Malaysia and proposed facility in Ireland, may not be successful and we may experience difficulties in scaling these functions from locations outside the United States and may not experience the expected cost efficiencies.

Our profitability and international operations are, and will continue to be, subject to a number of risks and potential costs, including:

- local product preferences and product requirements;
- longer-term receivables than are typical in the United States;
- fluctuations in foreign currency exchange rates;
- less intellectual property protection in some countries outside the United States than exists in the United States;
- trade protection measures and import and export licensing requirements;
- workforce instability;
- fluctuations in trade policy and tariff regulations; and
- political and economic instability.

Moreover, the tax laws in which we and our subsidiaries do business could change on a prospective or retroactive basis, and any such changes could adversely affect our business and financial condition. We have a significant presence in the European Union, as well as significant sales in the European Union, such that any changes in tax laws in the European Union will impact our business. The overall impact of such legislation in European Union member states is uncertain, and our business and financial condition could be adversely affected by any laws impacting our tax rate.

While it is impossible for us to predict whether these and other proposals will be implemented, or how they will ultimately impact us, they may materially impact our results of operations if, for example, our profits earned abroad are subject to U.S. income tax, or we are otherwise disallowed deductions as a result of these profits.

Changes in foreign currency exchange rates may reduce the reported value of our foreign currency denominated revenues, expenses, and cash flows. We cannot predict changes in currency exchange rates, the impact of exchange rate changes, nor the degree to which we will be able to manage the impact of currency exchange rate changes.

Following a 2016 referendum of voters in the United Kingdom, or the U.K, to exit from the European Union, or the E.U., the U.K. left the E.U. on January 31, 2020, which began a transition period that ended on December 31, 2020. In December 2020, the U.K. and E.U. agreed on a trade and cooperation agreement that was ratified by the parties in May 2021. The agreement sets out certain procedures for approval and recognition of medical products in each jurisdiction. Any delay in obtaining, or an inability to obtain, any marketing approvals, as a result of the trade and cooperation agreement or otherwise, could prevent us from marketing our CGM systems in the U.K. and/or the E.U. and restrict our ability to generate revenue and achieve and sustain profitability. Under the trade and cooperation agreement, U.K. service suppliers no longer benefit from automatic access to the entire E.U. single market, U.K. goods no longer benefit from the free movement of goods and there is no longer the free movement of people between the U.K. and the E.U. Depending on the application of the terms of the trade and cooperation agreement, we could face new regulatory costs and challenges which could have a material adverse effect on our business, results of operations, or financial condition.

Laws and regulations governing the export of our products could adversely impact our business.

The U.S. Department of the Treasury's Office of Foreign Assets Control, and the Bureau of Industry and Security at the U.S. Department of Commerce, administer certain laws and regulations that restrict U.S. persons and, in some

instances, non-U.S. persons, in conducting activities, and transacting business with or making investments in certain countries, governments, entities and individuals subject to U.S. economic sanctions. Due to our international operations, we are subject to such laws and regulations, which are complex, restrict our business dealings with certain countries and individuals, and are constantly changing. Further restrictions may be enacted, amended, enforced or interpreted in a manner that materially impacts our operations.

Violations of these regulations are punishable by civil penalties, including fines, denial of export privileges, injunctions, asset seizures, debarment from government contracts and revocations or restrictions of licenses, as well as criminal fines and imprisonment. We have established procedures designed to assist with our compliance with such laws and regulations. However, we have only limited experience dealing with these laws and regulations and we cannot guarantee that our procedures will effectively prevent us from violating these regulations in every transaction in which we may engage. Any such violation could adversely affect our reputation, business, financial condition and results of operations.

The failure to comply with U.S. Foreign Corrupt Practices Act and similar worldwide anti-bribery laws in non-U.S. jurisdictions could materially adversely affect our business and result in civil and/or criminal sanctions.

The U.S. Foreign Corrupt Practices Act, the UK Bribery Act and similar worldwide anti-bribery laws in non-U.S. jurisdictions generally prohibit companies and their intermediaries from making improper payments to non-U.S. government officials and, in some instances, other persons for the purpose of obtaining or retaining business. Because of the predominance of government-sponsored healthcare systems around the world, most of our customer relationships outside of the United States are with governmental entities and are therefore potentially subject to such anti-bribery laws. Global enforcement of anti-corruption laws has increased substantially in recent years, with more frequent voluntary self-disclosures by companies, aggressive investigations and enforcement proceedings by U.S. and foreign governmental agencies, and assessment of significant fines and penalties against companies and individuals. Our international operations create the risk of unauthorized payments or offers of payments by one of our employees, consultants, sales agents, or distributors, because these parties are not always subject to our direct oversight and control. It is our policy to implement safeguards to educate our employees and agents on these legal requirements and discourage improper practices. However, our existing safeguards and any future improvements may prove to be less than effective, and our employees, consultants, sales agents, or distributors may engage in conduct for which we might be held responsible. In addition, the government agencies may seek to hold us liable for successor liability for anti-corruption law violations committed by any companies in which we invest or that we acquire. Any alleged or actual violations of these regulations may subject us to government scrutiny, severe criminal or civil sanctions and other liabilities, including exclusion from government contracting, and could disrupt our business, and result in a material adverse effect on our business, financial condition, and results of operations.

Current uncertainty in global economic and political conditions makes it particularly difficult to predict product demand and other related matters and makes it more likely that our actual results could differ materially from expectations.

Our operations and performance depend on worldwide economic and political conditions. These conditions have been adversely impacted by continued global economic uncertainty, political instability and military hostilities in multiple geographies, concerns over continued sovereign debt, potential recessions, a potential U.S. federal government shutdown, monetary and financial uncertainties in Europe and other foreign countries, and global health pandemics. These include potential reductions in the overall stability and suitability of the Euro as a single currency, given the economic and political challenges facing individual Eurozone countries. These conditions have made and may continue to make it difficult for our customers and potential customers to afford our products, and could cause our customers to stop using our products or to use them less frequently. If that were to occur, our revenue may decrease and our performance may be negatively impacted. In addition, the pressure on consumers to absorb more of their own health care costs has resulted in some cases in higher deductibles and limits on durable medical equipment, which may cause seasonality in purchasing patterns. Furthermore, during economic uncertainty, our customers have had job losses and may continue to have issues gaining timely access to sufficient health insurance or credit, which could result in their unwillingness to purchase products or impair their ability to make timely payments to us. In addition, a recession, depression or other sustained adverse market event could materially and adversely affect our access to capital on favorable terms or at all, our business and the value of our common stock.

We cannot predict the reoccurrence of any economic slowdown or the strength or sustainability of the economic recovery, worldwide, in the United States, or in our industry. These and other economic factors could have a material adverse effect on our business, financial condition and results of operations.

Failure to obtain any required regulatory authorization in foreign jurisdictions will prevent us from marketing our products abroad.

We conduct limited commercial and marketing efforts in certain international markets in the Asia-Pacific, North America and Europe, Middle East and Africa regions, with respect to our CGM systems and may seek to market our products in other regions in the future. Outside the United States, we can market a product only if we receive a marketing authorization and, in some cases, pricing approval, from the appropriate regulatory authorities. The marketing authorization procedures vary among countries and can involve additional testing, and the time required to obtain any required authorization or approval may differ from that required to obtain FDA marketing authorization(s). Foreign regulatory authorization or approval processes may include all of the risks associated with obtaining FDA marketing authorization(s) in addition to other risks. We may not obtain foreign regulatory authorizations or approvals on a timely basis, if at all. Obtaining a marketing authorization from the FDA does not ensure authorization or approval by regulatory authorities in other countries will follow, and authorization or approval by one foreign regulatory authority does not ensure authorization or approval by regulatory authorities in other foreign countries or by the FDA. In addition, in order to obtain the authorization to market our products in certain foreign jurisdictions, in some cases we may need to obtain a Certificate to Foreign Government from the FDA. The FDA may refuse to issue a Certificate to Foreign Government if significant compliance-related concerns are identified. As a result, there are a range of factors that could preclude or impede our ability to file for regulatory approvals or marketing authorizations or to receive necessary approvals or authorizations to commercialize our products in any market outside the United States on a timely basis, or at all.

Risks Related to Privacy and Security

We are subject to complex and evolving U.S. and foreign laws and regulations and other requirements regarding privacy, data protection, security, and other matters. Many of these laws and regulations are subject to change and uncertain interpretation, and could result in claims, changes to our business practices, monetary penalties, increased cost of operations, or declines in user growth or engagement, or otherwise harm our business.

We are subject to a number of foreign, federal and state laws and regulations protecting the use, disclosure, and confidentiality of certain patient and consumer health and personal information, including patient records, and restricting the use and disclosure of that protected information, including state breach notification laws. Some of these laws include the Health Insurance Portability and Accountability Act of 1996, as amended by the Health Information Technology for Economic and Clinical Health Act of 2009, or HITECH, the European Union's General Data Protection Regulation, or GDPR, the UK Data Protection Act and the UK GDPR, and the California Consumer Privacy Act as amended, or CCPA, and the Washington My Health My Data Act, among others. Various U.S. state laws and regulations may also require us to notify affected individuals and state regulators in the event of a data breach involving personal information. Penalties for failure to adequately protect personal information, notify as required, or provide timely notice vary by jurisdiction. In the U.S., most state data breach notification laws consider violations to be unfair or deceptive trade practices and give the relevant state attorneys general ("AGs") the authority to levy fines or bring enforcement actions. Such AG investigations—which are often time consuming, expensive, and burdensome—may lead to a resolution agreement, whereby certain obligations are performed and reports are made to the AG for a period of time, and/or civil penalties. Class action lawsuits against companies which experience a data breach involving personal information are also common. Additionally, the SEC and many jurisdictions have enacted or may enact laws and regulations requiring companies to disclose or otherwise provide notifications regarding data security breaches. For example, the SEC recently adopted cybersecurity risk management and disclosure rules, which require the disclosure of information pertaining to cybersecurity incidents and cybersecurity risk management, strategy, and governance.

As our customer base grows to include U.S. federal government agencies, Dexcom may also need comply with Federal Risk and Authorization Management Program and Cybersecurity Maturity Model Certification requirements. These frameworks, in addition to similar laws being enacted by other states and other jurisdictions, impose stringent cybersecurity standards and potentially significant non-compliance penalties, and involve the expenditure of significant resources and time and effort to comply. As these laws and regulations continue develop in the United States and internationally, we may be required to expend significant time and resources in order to update existing processes or implement additional mechanisms as necessary to ensure compliance with such laws.

In addition, foreign data protection, privacy, and other laws and regulations can be more restrictive than those in the United States. For example, data localization laws in some countries generally mandate that certain types of data collected in a particular country be stored and/or processed within that country. We may be subject to inquiries, investigations and audits in Europe and around the world, particularly in the areas of consumer and data protection,

which will arise in the ordinary course of business and may increase in frequency as we continue to grow and expand our operations. Legislators and regulators may make legal and regulatory changes, or interpret and apply existing laws, in ways that make our products less useful to our customers, require us to incur substantial costs, expose us to unanticipated civil or criminal liability, or cause us to change our business practices. These changes or increased costs could negatively impact our business and results of operations in material ways.

In the ordinary course of our business, we collect and store sensitive data, such as our proprietary business information and that of our clients, contractors, vendors and others as well as personally identifiable information of our customers, potential customers, vendors and others, which data may include sensitive information, in our data centers and on our networks. Our employees, contractor and vendors may also have access to and may use personal health information in the ordinary course of our business. The secure processing, maintenance and transmission of this information is critical to our operations. Despite our security measures and business controls, our information technology and infrastructure may be vulnerable to attacks by hackers (including nation states or state-sponsored organizations), viruses, malware, breaches due to employee, contractor or vendor error, or malfeasance or other disruptions or subject to the inadvertent or intentional unauthorized release of information. Any such occurrence could compromise our networks and the information stored thereon could be accessed, publicly disclosed, lost or stolen. Any such access, disclosure or other loss of information could result in legal claims or proceedings, and liability under laws that protect the privacy of personal information, including regulatory penalties, disrupt our operations and the services we provide to our clients or damage our reputation, any of which could adversely affect our profitability, revenue and competitive position.

As we grow and expand our administrative, customer, or IT support services, we may also utilize the services of personnel and contractors located outside of the United States to perform certain functions. While we make every effort to review our applicable contracts and other payor requirements, a local, state, or federal government agency or one of our customers may find the use of offshore resources to be a violation of a legal or contractual requirement, which could result in termination of the contractual relationship, penalties, or changes in our business operations that could adversely affect our business, financial condition, and results of operations. Additionally, while we have implemented industry standard security measures for offshore access to protected health information and other personal information, unauthorized access or disclosure of such information by offshore personnel could result in legal claims or proceedings, and liability under laws that protect the privacy of personal information and may incur regulatory penalties, disrupt our operations and the services we provide to our clients, damage to our reputation, or result in the termination of contractual relationships, penalties or the loss of coverage, any of which could adversely affect our profitability, revenue and competitive position.

Security breaches and other disruptions that compromise our information and expose us to liability could cause our business and reputation to suffer and could subject us to substantial liabilities.

The HIPAA Security Rule requires covered entities, including Dexcom, and business associates to implement administrative, physical, and technical safeguards to protect the integrity, confidentiality and availability of protected health information that is electronically created, received, maintained or transmitted. Covered entities are also required to report any unauthorized use or disclosure of protected health information that meets the definition of a breach under the Breach Notification Rule, to affected individuals, OCR and, depending on the number of affected individuals, the media for the affected market. In addition, HIPAA requires that business associates report breaches to their covered entity customers.

Violations of HIPAA may result in criminal and civil penalties. The OCR enforces the regulations and performs compliance audits. In addition to enforcement by OCR, HITECH further authorizes state Attorneys General to bring civil actions in response to violations of HIPAA that threaten the privacy of state residents. We have adopted breach notification policies and procedures designed to comply with the applicable requirements set forth in HIPAA. We follow and maintain a HIPAA compliance plan, which we believe complies with the HIPAA privacy and security regulations, but there can be no assurance that OCR or other regulators will agree. The HIPAA Rules have and will continue to impose significant costs on us in order to comply with these standards.

HIPAA establishes a federal “floor” with respect to privacy, security, and breach notification requirements and does not supersede any state laws insofar as they are broader or more stringent than HIPAA. Numerous state and certain other federal laws protect the confidentiality of health information and other personal information, including but not limited to state medical privacy laws, state laws protecting personal information, state data breach notification laws, state genetic privacy laws, human subjects research laws and federal and state consumer protection laws. These additional federal and state privacy and security-related laws may be more restrictive than HIPAA and could impose additional penalties. For example, the Federal Trade Commission uses its consumer

protection authority under Section 5 of the Federal Trade Act to initiate enforcement actions in response to alleged privacy violations and data breaches.

Additional data protection laws exist at the state level as well. California enacted the CCPA, which came into effect January 1, 2020, was amended and expanded by the CPRA, which came into effect January 1, 2023. The CCPA and CPRA, among other things, create data privacy obligations for covered companies and provide privacy rights to California residents, including the right to opt out of certain disclosures of their information. The CCPA also creates a private right of action with statutory damages for certain data breaches, thereby potentially increasing risks associated with a data breach. In addition, other states have, or may, enact similar legislation. It remains unclear what, if any, additional modifications will be made to this legislation or how it will be interpreted. The effects of the CCPA and CPRA and other state privacy laws are significant and have required us to modify our data processing practices, and may cause us to incur substantial costs and expenses to comply, particularly given our base of operations in California. There are also a number of other legislative proposals worldwide, including in the United States at both the federal and state level, that could impose additional and potentially conflicting obligations in areas affecting our business. We expect to incur additional costs to ensure that our data privacy and security policies, procedures, and activities comply with applicable and evolving legal requirements.

We are also subject to laws and regulations in foreign countries covering data privacy and other protection of health and employee information that may be more onerous than corresponding U.S. laws, including in particular the laws of Europe.

For instance, in the European Union, increasingly stringent data protection and privacy rules that have and will continue to have substantial impact on the use of patient data across the healthcare industry became effective in May 2018. The GDPR applies across the European Union and includes, among other things, a requirement for prompt notice of data breaches to data subjects and supervisory authorities in certain circumstances and significant fines for non-compliance. The GDPR fine framework can be up to 20 million euros, or up to 4% of the company's total global turnover of the preceding fiscal year, whichever is higher. The GDPR also requires companies processing personal data of individuals residing in the European Union to comply with EU privacy and data protection rules, even if the company itself does not have a physical presence in the European Union. Noncompliance could result in the imposition of fines, penalties, or orders to stop noncompliant activities. Due to the strong consumer protection aspects of the GDPR, companies subject to its purview are allocating substantial legal costs to the development of necessary policies and procedures and overall compliance efforts. Data transfer risk remains a potential issue as certain Data Protection Authorities continue to raise concerns about the transfer of data to the United States. Though a new framework to permit cross-border transfers - the EU-US Data Privacy Framework - came into effect in 2023, it may be challenged as well. We expect continued costs associated with maintaining compliance with GDPR into the future, and these provisions as interpreted by EU agencies and authorities could negatively impact our business, financial condition and results of operations.

In addition to the laws discussed above, we may see more stringent state and federal privacy legislation in the future. We cannot predict where new legislation might arise, the scope of such legislation, or the potential impact to our business and operations.

Cybersecurity risks and cyber incidents could result in the compromise of confidential data or critical data systems and give rise to potential harm to customers, remediation and other expenses, expose us to liability under HIPAA, consumer protection laws, or other common law theories, subject us to litigation and federal and state governmental inquiries, damage our reputation, and otherwise be disruptive to our business and operations.

There are numerous and evolving risks to our cybersecurity and privacy from cyber threat actors. These cyber threat actors, whether internal of external to the Company, are becoming more frequent, sophisticated and coordinated in their attempts to access data, including third parties with whom the Company conducts business through, without limitation, malicious software; data privacy breaches by employees, insiders or others with authorized access; cyber or phishing-attacks; ransomware; attempts to gain unauthorized access to our data and systems; and other electronic security breaches. In the ordinary course of business, we collect and store sensitive information on our network, including intellectual property, proprietary business information and personally identifiable information of individuals, such as our customers and employees. The secure maintenance of this information and technology is critical to our business operations. We have implemented and deploy multiple layers of security measures to protect the confidentiality, integrity and availability of this data and the systems and devices that store and transmit such data. We utilize current security technologies, and our defenses are monitored and routinely tested internally and by external parties. Despite these efforts, threats from malicious persons and groups, new vulnerabilities and advanced new attacks against information systems create risk of cybersecurity incidents.

These incidents can include, but are not limited to, gaining unauthorized access to digital systems for purposes of misappropriating assets or sensitive information, corrupting data, or causing operational disruption. Because the techniques used to obtain unauthorized access, disable or degrade service, or sabotage systems change frequently and may not immediately produce signs of intrusion, we may be unable to anticipate these incidents or techniques, timely discover them, or implement adequate preventative measures.

Additionally, in response to the onset of the COVID-19 pandemic, we modified our business practices and initially implemented telework policies for certain categories of “non-essential” employees to the extent possible. We have since adopted a hybrid workplace model for our employees. Our hybrid workplace allows us to work together globally to bring our life-changing products to as many people as possible. This means we have some employees who work primarily onsite, some who work primarily offsite, and others who flex in and out of the office based on the needs of the business and the individual. We recognized the need for flexibility in our physical workplace during the COVID-19 pandemic, but also noted the potential benefits of a hybrid workplace to expand and retain our talent pool and reduce our real estate needs. The hybrid workplace does, however, introduce additional operational risk, including increased cybersecurity risk. These cyber risks include, among other risks, increased phishing, malware, and other cybersecurity attacks, vulnerability to, or disruptions of, our information technology infrastructure and systems to support remote operations, increased risk of unauthorized access, use or dissemination of confidential information, limited ability to restore the systems in the event of a systems failure or interruption, greater risk of a security breach resulting in destruction, alteration or misuse of valuable information, including proprietary business information and personally identifiable information of individuals, all of which could expose us to risks of data or financial loss, litigation and liability.

These threats can come from a variety of sources, including criminal hackers, state-sponsored intrusions, industrial espionage and malfeasance by employees, contractors, or other insiders. Cyber threats may be generic, or they may be custom-crafted against our information systems or particular personnel. Over the past several years, cyberattacks have become more prevalent and much harder to detect and defend against. These threat actors may be able to penetrate our security measures, breach our information technology systems, misappropriate or compromise confidential and proprietary information of our company and our customers, cause system disruptions and shutdowns, or introduce ransomware, malware, or vulnerabilities into our products, systems, and networks or those of our customers and partners. Our network and storage applications, as well as those of our contractors, may be vulnerable to cyber-attack, malicious intrusion, malfeasance, loss of data privacy or other significant disruption and may be subject to unauthorized access by hackers, employees, consultants or other service providers. In addition, products, hardware, software or applications we develop, or which we procure from third parties, may contain defects in design or manufacture, security flaws, or other problems that could unexpectedly compromise information security or the operation of our products. Our third-party vendors may experience security incidents of varying severity, including but not limited to increased ransomware attacks, network intrusions, and unauthorized data exfiltration. Targeted cyber attacks or those that may result from a security incident directed at a third-party vendor could compromise our services and internal systems, resulting in interruptions, delays, or cessation of service that could disrupt business operations for us and our customers. Our proactive measures and remediation efforts may not be successful or timely. Unauthorized parties may also attempt to gain access to our systems or facilities through fraud, trickery or other forms of deceiving our employees, contractors and temporary staff.

While we maintain cybersecurity insurance coverage there is no guarantee that it will be sufficient to cover the financial, legal, business, or reputational losses that may result from an interruption or breach of our systems. Our cybersecurity insurance includes coverage for a breach event covering expenses for notification, credit monitoring, investigation, crisis management, public relations and legal advice. Our cybersecurity insurance also provides coverage in relation to regulatory action defense including oversight, investigations and disclosure obligations as well as fines and penalties, potential payment card industry fines and penalties and costs related to cyber extortion; however, damages and claims arising from such incidents may not be covered and/or may exceed the amount of any coverage and do not cover the time and effort we incur investigating and responding to any incidents, which may be significant.

We are and may continue to be subject to cybersecurity incidents that bypass our security measures. Such incidents may impact the integrity, availability or privacy of personal health information or other data subject to privacy laws or disrupt our information systems, devices or business, including our ability to deliver services to our customers. As a result, cybersecurity, physical security and the continued development and enhancement of our controls, processes and practices designed to protect our enterprise, information systems and data from attack, damage or unauthorized access remain a priority for us. As cyber threats continue to evolve, we may be required to expend significant additional resources to continue to modify or enhance our protective measures or to investigate and remediate any cybersecurity vulnerabilities. The occurrence of any of these events could result in:

- harm to customers;
- business interruptions and delays;
- the loss, misappropriation, corruption or unauthorized access of data, confidential information or intellectual property;
- litigation, including potential class action litigation, and potential liability under privacy, security and consumer protection laws or other applicable laws;
- reputational damage;
- significant remediation costs, including liability for stolen customer or employee information, repairing system damage, or providing benefit to affected customers or employees;
- increase to insurance premiums; and
- foreign, federal and state governmental inquiries, violations or sanctions, any of which could have a material, adverse effect on our financial position and results of operations.

Failure to protect our information technology infrastructure against cyberattacks, network security breaches, service interruptions, or data corruption could significantly disrupt our operations and adversely affect our business and operating results.

We rely on information technology and telephone networks and systems, including the Internet, to process and transmit sensitive electronic information and to manage or support a variety of business processes and activities, including sales, billing, customer service, procurement and supply chain, manufacturing, and distribution. We use enterprise information technology systems to record, process, and summarize financial information and results of operations for internal reporting purposes and to comply with regulatory financial reporting, legal, and tax requirements. System failures or outages, including any potential disruptions due to significantly increased global demand on certain cloud-based systems, or failures to adequately scale our data platforms and architectures support patient care could compromise our ability to perform these functions in a timely manner, which could harm our ability to conduct business or delay our financial reporting. Such failures could materially adversely affect our operating results and financial condition. Our information technology systems, some of which are managed by third parties, may be susceptible to damage, disruptions or shutdowns due to computer viruses, denial-of-service attacks, phishing attacks, ransomware or other malware, attacks by computer hackers (including nation states or state-sponsored organizations), failures during the process of upgrading or replacing software, databases or components thereof, power outages, hardware failures, telecommunication failures, user errors, natural disasters, terrorist attacks, the outbreak of wars or other armed conflicts, or catastrophic events. Although we have developed systems and processes that are designed to protect customer information and prevent data loss and other security breaches, including systems and processes designed to reduce the impact of a security breach at a third-party vendor, such measures cannot provide absolute security. In addition, certain countries have implemented or may implement legislative and technological actions that either do or can effectively regulate access to the internet, including the ability of internet service providers to limit access to specific websites or content. Other countries have attempted or are attempting to change or limit the legal protections available to businesses that depend on the internet for the delivery of their services. If our systems are breached or suffer severe damage, disruption or shutdown and we are unable to effectively resolve the issues in a timely manner, our business and operating results may significantly suffer and we may be subject to litigation, government enforcement actions and other actions for which we could face financial liability and other adverse consequences which may include:

- additional government oversight of our operations;
- loss of existing customers;
- difficulty in attracting new customers;
- problems in determining product cost estimates and establishing appropriate pricing;
- difficulty in preventing, detecting, and controlling fraud;
- disputes with customers, physicians, and other health care professionals;
- increases in operating expenses, incurrence of expenses, including notification and remediation costs;
- regulatory fines or penalties;
- individual actions or class actions for damages;
- loss of revenues (including through loss of coverage or reimbursement);
- product development delays;
- disruption of key business operations; and

- diversion of attention of management and key information technology resources.

Cyberattacks aimed at accessing our devices, products, and services, or related devices, products, and services, and modifying or using them in a way inconsistent with our FDA clearances and approvals could create risks to users.

Medical devices are increasingly connected to the internet, hospital networks, and other medical devices to provide features that improve healthcare and increase the ability of healthcare providers to treat patients and patients to manage their conditions. For example, we are pursuing collaborations to enable the connectivity and interoperability of our current and next-generation sensors and transmitters with third-party patient monitoring products, which may in turn be connected with the internet, hospital networks and in some cases, other medical devices. These same features may also increase cybersecurity risks and the risks of unauthorized access and use by third parties. As such, a cyberattack which intrudes, disrupts, or corrupts our devices, products, and services, or related devices, products, and services could impact the quality-of-care patients receive or the confidentiality of patient information. Additionally, modifying or using any such devices, products, or services in a way inconsistent with our FDA clearances and approvals, which may create risks to users and potential exposure to the company.

Risks Related to Non-Compliance with Laws, Regulations and Contractual Requirements and Healthcare Industry Shifts

We conduct business in a heavily regulated industry and if we fail to comply with applicable laws and government regulations, we could become subject to penalties, be excluded from participation in government programs, and/or be required to make significant changes to our operations.

The healthcare industry generally, and our business specifically, is subject to extensive foreign, federal, state and local laws and regulations, including those relating to:

- authorizations necessary for the clinical investigation and commercial marketing of products;
- the pricing of our products and services;
- the distribution of our products and services;
- the dispensing of our products;
- billing for or causing the submission of claims for our products and services;
- financial relationships with physicians and other referral sources;
- inducements and courtesies given to physicians and other health care providers and patients;
- labeling, advertising and promoting products;
- the characteristics and quality of our products and services;
- communications with payors and physicians and other healthcare stakeholders;
- confidentiality, maintenance and security issues associated with medical records and individually identifiable health and other personal information;
- medical device adverse event reporting;
- prohibitions on kickbacks, including the Anti-Kickback Statute and related laws and/or regulations;
- any scheme to defraud any healthcare benefit program;
- physician and other healthcare professional payment disclosure requirements;
- use and disclosure of personal health information;
- privacy of health information and personal information;
- data protection and data localization;
- mobile communications;
- patient access and non-discrimination;
- patient consent;
- false claims; and
- licensure.

These laws and regulations are extremely complex and, in many cases, still evolving. If our operations are found to violate any of the foreign, federal, state or local laws and regulations which govern our activities, we may be subject to litigation, government enforcement actions, and applicable penalties associated with the violation, potentially including civil and criminal penalties, damages, fines, exclusion from participation in certain payor programs or

curtailment of our operations. Compliance obligations under these various laws are oftentimes detailed and onerous, further contributing to the risk that we could be found to be out of compliance with particular requirements. The risk of being found in violation of these laws and regulations is further increased by the fact that many of them have not been fully interpreted by the regulatory authorities or the courts, particularly with respect to new and emerging technologies and remote delivery of services, and their provisions are open to a variety of interpretations.

The FDA, CMS, OIG, OCR, FTC, Department of Justice, states' attorneys general and other governmental authorities actively enforce the laws and regulations discussed above. In the United States, medical device manufacturers have been the target of numerous government prosecutions and investigations alleging violations of law, including claims asserting impermissible off-label promotion of medical devices, payments intended to influence the referral of federal or state healthcare business, and submission of false claims for government reimbursement. While we make every effort to comply with applicable laws, we cannot rule out the possibility that the government or other third parties could interpret these laws differently and challenge our practices under one or more of these laws. This likelihood of allegations of non-compliance is increased by the fact that under certain federal and state laws applicable to our business, individuals may bring an action on behalf of the government alleging violations of such laws, and potentially be awarded a share of any damages or penalties ultimately awarded to the applicable government body.

The FDA and the FTC share oversight of medical device promotion. The FDA has broad authority over device marketing (including assessment and oversight of safety and effectiveness) and over FDA-approved "promotional labeling," while the FTC has authority over "advertising" for most medical devices (i.e., non-"restricted" devices, such as ours).

Any action against us alleging a violation of these laws or regulations, even if we successfully defend against it, could cause us to incur significant legal expenses and divert our management's time and attention from the operation of our business, and have a material effect on our business.

In addition, the laws and regulations impacting or affecting our business may change significantly in the future, which may adversely affect our business. A review of our business by courts or regulatory authorities may result in a determination that could adversely affect our operations. Also, the regulatory environment applicable to our business may change in a way that restricts or adversely impacts our operations.

If we or our suppliers or distributors fail to comply with ongoing regulatory requirements, or if we have unanticipated problems with our products, the products could be subject to restrictions or withdrawal from the market.

Any product for which we obtain marketing approval, clearance or authorization (and the activities related to its production, distribution, and promotion, sale, and marketing) will be subject to continual review and periodic inspections by the FDA and other regulatory bodies, which may include inspection of our manufacturing processes, complaint handling and adverse event reporting, post-approval clinical data and promotional activities for such product. The FDA's Medical Device Reporting, or MDR, regulations require that we report to the FDA any incident in which our product may have caused or contributed to a death or serious injury, or in which our product malfunctioned and, if the malfunction were to recur, it would likely cause or contribute to a death or serious injury.

If the FDA determines that there is a reasonable probability that a device intended for human use would cause serious, adverse health consequences or death, the agency may issue a cease distribution and notification order and a mandatory recall order. We may also decide to recall a product voluntarily if we find a material deficiency, including unacceptable risks to health, manufacturing defects, design errors, component failures, labeling defects, or other issues. Recalls of our products could divert the attention of our management and have an adverse effect on our reputation, financial condition, and operating results.

We and certain of our suppliers are also required to comply with the FDA's Quality System Regulation, or QSR, and other regulations which cover the methods and documentation of the design, testing, production, control, selection and oversight of suppliers or contractors, quality assurance, labeling, packaging, storage, complaint handling, shipping and servicing of our products. The FDA may enforce the QSR through announced (through prior notification) or unannounced inspections.

Compliance with ongoing regulatory requirements can be complex, expensive and time-consuming. Failure by us or one of our suppliers or distributors to comply with statutes and regulations administered by the FDA, competent authorities and other regulatory bodies, or failure to take adequate response to any observations, could result in, among other things, any of the following actions:

- warning letters or untitled letters that require corrective action;

- delays in approving, or refusal to approve, our CGM systems;
- fines and civil or criminal penalties;
- unanticipated expenditures;
- FDA refusal to issue certificates to foreign governments needed to export our products for sale in other countries;
- suspension or withdrawal of clearance or approval by the FDA or other regulatory bodies;
- product recall or seizure;
- administrative detention;
- interruption of production, partial suspension, or complete shutdown of production;
- interruption of the supply of components from our key component suppliers;
- operating restrictions;
- court consent decrees;
- FDA orders to repair, replace, or refund the cost of devices;
- injunctions; and
- criminal prosecution.

The potential effect of these events can in some cases be difficult to quantify. If any of these actions were to occur, it would harm our reputation and cause our product sales and profitability to suffer. In addition, we believe events that could be classified as reportable events pursuant to MDR regulations are generally underreported by physicians and users, and any underlying problems could be of a larger magnitude than suggested by the number or types of MDRs filed by us. Furthermore, our key component suppliers may not currently be or may not continue to be in compliance with applicable regulatory requirements.

Even if regulatory approval or clearance of a product is granted, the approval or clearance may be subject to limitations on the indicated uses for which the product may be marketed or contain requirements for costly post-marketing testing or surveillance to monitor the safety or effectiveness of the product. Later discovery of previously unknown problems with our products, including software bugs, unanticipated adverse events or adverse events of unanticipated severity or frequency, manufacturing problems, or failure to comply with regulatory requirements such as the QSR, MDR reporting, or other post-market requirements may result in restrictions on such products or manufacturing processes, withdrawal of the products from the market, voluntary or mandatory recalls (through corrections or removals), fines, suspension of regulatory approvals, product seizures, injunctions, the imposition of civil or criminal penalties, or criminal prosecution. In addition, our distributors have rights to create marketing materials for their sales of our products, and may not adhere to contractual, legal or regulatory limitations that are imposed on their marketing efforts.

Quality problems could lead to recalls or safety alerts, reputational harm, and could have a material adverse effect on our business, results of operations, financial condition and cash flows.

Quality is very important to us and our customers due to the serious and costly consequences of product failure, and our business exposes us to potential product liability risks that are inherent in the design, manufacture, and marketing of medical devices. Since the first commercial launch of our products in 2006, we have had periodic field failures related to our products and associated services, including reports of sensor errors, sensor failures, broken sensors, receiver malfunctions, audible alarms and alert failures, as well as server and transmitter failures. To comply with the FDA's medical device reporting requirements, for example, we have filed reports of applicable field failures. Although we believe we have taken and are taking appropriate action aimed at reducing and/or eliminating field failures, we may have other product failures in the future. Product or component failures, manufacturing nonconformances, design defects, off-label use, or inadequate disclosure of product-related risks or product-related information with respect to our products, if they were to occur, could result in an unsafe condition or injury to, or death of, a patient. These problems could lead to recalls, corrections or removals of, or issuance of a safety alert relating to, our products, and could result in product liability claims and lawsuits.

Additionally, the production of our products must occur in a highly controlled and clean environment to minimize particles and other yield- and quality-limiting contaminants. Weaknesses in process control or minute impurities in materials may cause a substantial percentage of defective products. If we are not able to maintain stringent quality controls, or if contamination problems arise, our clinical development and commercialization efforts could be delayed, which would harm our business and our results of operations.

If we fail to meet any applicable product quality standards and our products are the subject of recalls or safety alerts, our reputation could be damaged, we could lose customers, our reputation could be harmed and our revenue and results of operations could decline.

Potential long-term complications from our current or future products or other CGM systems under development may not be revealed by our clinical experience to date.

Based on our experience, complications from use of our products may include sensor errors, sensor failures, broken or detached sensor wires, or skin irritation under the adhesive dressing of the sensor. Inflammation or redness, swelling, minor infection, and minor bleeding at the sensor insertion site are also possible risks with an individual's use of our products. However, if unanticipated long-term side-effects result from the use of our products or other glucose monitoring systems we have under development, we could be subject to liability and the adoption of our systems may become more limited. With respect to our G6 systems, our clinical trials have been limited to ten days of continuous use. It is possible that the data from our clinical studies and trials may not be indicative of long-term patient outcomes. We cannot assure you that repeated, long-term use would not result in unanticipated adverse effects, potentially even after the sensor is removed.

We may never receive approval, marketing authorization or clearance from the U.S. FDA and other governmental agencies to market additional CGM systems, expanded indications for use of current and future generation CGM systems, future software platforms, or any other products under development.

In March 2018, via the *de novo* process, the FDA classified the G6 and substantially equivalent devices of this generic type (i.e., "integrated continuous glucose monitoring systems" or "iCGMs") into Class II, meaning that going forward products of this generic type may utilize the 510(k) pathway. Since then we have received 510(k) clearances for modifications to the G6 and approval for G7.

Any subsequent modifications of our cleared products that could significantly affect their safety or effectiveness (for example, a significant change in design or manufacture), or that would constitute a major change in its intended use, will require us to obtain a new 510(k) clearance or could require a new *de novo* submission or a PMA. The FDA requires each manufacturer to make this determination initially, but the FDA may review any such decision and may disagree with a manufacturer's determination. If the FDA disagrees with a manufacturer's determination, the FDA may require the manufacturer to cease marketing and/or recall the modified device until appropriate clearance or approval is obtained. Under these circumstances, the FDA may also subject a manufacturer to significant regulatory fines or other penalties.

If future product candidates are not deemed by the FDA to meet the criteria for submission under the 510(k) pathway, or for down-classification under the *de novo* process or otherwise, we would need to pursue a PMA. The PMA process requires us to prove the safety and effectiveness of our systems to the FDA's satisfaction. This process can be expensive, prolonged and uncertain, requires detailed and comprehensive scientific and human clinical data, and may never result in the FDA granting a PMA. The FDA's *de novo* classification of our G6 system under the generic name "integrated continuous glucose monitoring system," makes it a predicate device for future 510(k) submissions. Complying with this classification requires ongoing compliance with the general controls required by the federal Food Drug and Cosmetic Act and the special controls specified by the FDA's G6 order as a Class II device. Any future system or expanded indications for use of current generation systems will require approval of the applicable regulatory authorities. In addition, we intend to seek either 510(k) clearances or PMA approvals for certain changes and modifications to our existing software platform, but cannot predict when, if ever, those changes and modifications will be approved.

The FDA can refuse to grant a 510(k) clearance or a *de novo* request for marketing authorization, or delay, limit or deny approval of a PMA application or supplement for many reasons, including:

- the system may not be deemed by the FDA to be substantially equivalent to appropriate predicate devices under the 510(k) pathway;
- the system may not satisfy the FDA's safety or effectiveness requirements;
- the data from pre-clinical studies and clinical trials may be insufficient to support clearance or approval;
- the manufacturing process or facilities used may not meet applicable requirements; and
- changes in FDA approval policies or adoption of new regulations may require additional data.

Even if approved or cleared by the FDA or foreign regulatory agencies, future generations of our CGM systems, expanded indications for use of current and future generation CGM systems, our software platforms or any other CGM system under development, may not be cleared or approved for the indications that are necessary or desirable for successful commercialization. We may not obtain the necessary regulatory approvals or clearances to

market these CGM systems in the United States or outside of the United States. Any delay in, or failure to receive or maintain, clearance or approval for our products could prevent us from generating revenue from these products. The uncertain timing of regulatory approvals for future generations of our products could subject our current inventory to excess or obsolescence charges, which could have an adverse effect on our business, financial condition and operating results.

Our failure to comply with laws, regulations and contract requirements relating to reimbursement of health care goods and services may subject us to penalties and adversely impact our reputation, business, financial condition and cash flows.

We are subject to laws, regulations and contractual requirements regulating the provision of, and reimbursement for, health care goods and services in our capacity as a medical device manufacturer. The laws and regulations of health care goods and services that apply to us, including those described above, are subject to evolving interpretations and enforcement discretion. We have in place a compliance program, through which we seek to reduce common industry risks of noncompliance with U.S. federal and state and applicable foreign laws in areas such as sales contracts, marketing materials, referral source relationships, programmatic offerings, and billing practices (among others), monitor for compliance, and address non-compliance if identified. If a governmental authority were to conclude that we are not in compliance with applicable laws and regulations, we and our officers, directors and employees could be subject to criminal and civil penalties, as well as administrative sanctions such as exclusion from participation in federal healthcare programs, including but not limited to Medicare and Medicaid. Any failure to comply with laws, regulations or contractual requirements relating to reimbursement and health care goods and services could adversely affect our reputation, business, financial condition and cash flows.

Our products are purchased principally by individual patients, who may be eligible for insurance coverage of their devices from various third-party payors, such as governmental programs (*e.g.*, Medicare, Medicaid, TRICARE, other federal and state health benefit plans, and comparable non-U.S. programs), private insurance plans, and managed care plans. The ability of our customers to obtain appropriate reimbursement for products and services from third-party payors is critical because it affects which products customers purchase and the prices they are willing to pay. As a result, our products are subject to regulation regarding quality and cost by the U.S. Department of Health & Human Services, including CMS, as well as comparable state and non-U.S. agencies responsible for reimbursement and regulation of health care goods and services. The principal U.S. federal laws relating to reimbursement include those that prohibit (i) the filing of false or improper claims for federal payment, known as the federal civil False Claims Act, (ii) unlawful inducements for the referral of items and services reimbursed by Federal health care programs, known as the federal Anti-Kickback Statute, and (iii) the Civil Monetary Penalties Law, including its prohibitions on Beneficiary Inducement. Many states have similar laws that apply to reimbursement by state Medicaid and other government-funded programs, as well as, in some cases, to all payors, including self-pay patients. Insurance companies can also bring a private cause of action claiming treble damages against a manufacturer for causing a false claim to be filed under the federal Racketeer Influenced and Corrupt Organizations Act, or RICO. Additionally, as a manufacturer of FDA-approved or -cleared devices reimbursable by federal healthcare programs, we are subject to the federal Physician Payments Sunshine Act, which requires us to annually report certain payments and other transfers of value we make to certain U.S.-licensed health care professionals and U.S. teaching hospitals, and under an expansion of the law to physician assistants, nurse practitioners, and other mid-level practitioners.

With respect to the federal Anti-Kickback Statute, Congress and the OIG have established a large number of statutory exceptions and regulatory safe harbors that protect financial relationships with our customers and referral sources. An arrangement that fits squarely into an exception or safe harbor will not be deemed to violate the Anti-Kickback Statute.

We train and educate employees and marketing representatives on the Anti-Kickback Statute and their obligations thereunder, and we endeavor to comply with the applicable safe harbors. However, some of our arrangements, like many other common and non-abusive arrangements, may implicate the Anti-Kickback Statute and are not covered by a safe harbor, but nevertheless we do not believe them to present a significant risk to beneficiaries or federal healthcare programs and, as such, appear unlikely to invite government scrutiny or prosecution, warrant the imposition of sanctions, or be found to violate the statute. However, we cannot offer assurance that the government or a whistleblower would agree with our position that certain arrangements fall within a safe harbor, or that arrangements that do not squarely meet an exception or safe harbor will not be found to violate the Anti-Kickback Statute. Allegations of violations of the Anti-Kickback Statute can also trigger liability under the federal Civil Monetary Penalty Law and federal civil False Claims Act, thereby increasing the penalty structure for these violations.

During the period in which we directly billed Medicare, our financial relationships with referring physicians and their immediate family members were required to comply with the federal Physician Self-Referral law, commonly referred to as the Stark Law, by meeting an applicable exception. Unlike the Anti-Kickback Statute, failure to meet an exception under the Stark Law results in a violation of the Stark Law, even if such violation is unintentional. Violations of the Stark Law create overpayment liability under the federal civil False Claims Act and can also trigger separate penalties under the Civil Monetary Penalties Law. Knowing violations of the Stark Law carry increased civil monetary penalties and would likely be classified as the knowing submission of a false claim or knowingly making a false statement to the government, triggering liability under the federal civil False Claims Act. Certain Stark Law violations can also trigger exclusion from participation in federal healthcare programs. Historical violations of the Stark Law, if any, could continue to give rise to liability during the six year statute of limitations period.

Managed care trends and consolidation in the health care industry could have an adverse effect on our revenues and results of operations.

Private third-party payors and other managed care organizations, such as pharmacy benefit managers, continue to take action to manage utilization and control costs. Consolidation among managed care organizations has increased the negotiating power of managed care organizations and other private third-party payors. Private third-party payors, as well as governments, increasingly employ formularies to control costs by taking into account discounts in connection with decisions about formulary inclusion or favorable formulary placement. Failure to obtain or maintain timely adequate pricing or favorable formulary placement for our products, or failure to obtain such formulary placement at favorable pricing, could adversely impact revenue. Private third-party payors, including self-insured employers, often implement formularies with co-payment tiers to encourage utilization of certain products and have also been raising co-payments required from beneficiaries, particularly for higher-cost products. Private third-party payors also use additional measures such as value-based pricing/contracting to improve their cost-containment efforts. Private third-party payors also are increasingly imposing utilization management tools, such as requiring prior authorization or requiring the patient to first fail on a lower-cost product before permitting access to a higher-cost product.

Many health care industry companies, including health care systems, distributors, manufacturers, providers, and insurers, are also consolidating or vertically integrating, or have formed strategic alliances. As the health care industry consolidates, competition to provide goods and services to industry participants may become more intense. This consolidation will continue to create larger enterprises with greater negotiating power, which they can try to use to negotiate price concessions or reductions for medical devices and components produced by us.

As the U.S. payor market consolidates further and we face greater pricing pressure from private third-party payors, who will continue to drive more of their patients to use lower cost alternatives, we may lose customers, our revenues may decrease and our business, financial condition, results of operations and cash flows may suffer.

If we are unable to successfully complete the pre-clinical studies or clinical trials necessary to support additional PMA, de novo, or 510(k) applications or supplements, we may be unable to commercialize our CGM systems under development, which could impair our business, financial condition and operating results.

To support current and any future additional PMA, 510(k), *de novo* applications or supplements, we together with our partners, must successfully complete pre-clinical studies, bench-testing, and in some cases clinical trials that will demonstrate that the product is safe and effective. Product development, including pre-clinical studies and clinical trials, is a long, expensive and uncertain process and is subject to delays and failure at any stage. Furthermore, the data obtained from the studies and trials may be inadequate to support approval of an application and the FDA may request additional clinical data in support of those applications, which may result in significant additional clinical expenses and may delay product approvals. While we have in the past obtained, and may in the future obtain, an investigational device exemption, or IDE, prior to commencing clinical trials for our products, FDA approval of an IDE application permitting us to conduct testing does not mean that the FDA will consider the data gathered in the trial to be sufficient to support approval of a PMA, *de novo* or 510(k) application or supplement, even if the trial's intended safety and effectiveness endpoints are achieved.

Changes to the regulatory landscape may impact our ability to obtain marketing authorization for future product developments.

Development or changes to the FDA or foreign regulatory approval standards and processes, including both legal and policy changes, could also delay or prevent the approval of our products submitted for review. For example, medical device cybersecurity continues to be an area of focus for and evolving guidance from FDA.

Additionally, at the end of 2022, Congress passed the Food and Drug Omnibus Reform Act of 2022, or FDORA which (among other things), and similarly to the 2022 FDA Guidance, requires device sponsors to submit clinical trial diversity action plans outlining the goals for increasing representation of participants from racial and ethnic minority populations that have been underrepresented in clinical trials.

Any change in the laws or regulations that govern the clearance and approval processes relating to our current and future products could make it more difficult and costly to obtain clearance or approval for new products, or to produce, market and distribute existing products. The data contained in our submissions, including data drawn from our clinical trials, may not be sufficient to support clearance or approval of our products or additional or expanded indications. Medical device company stock prices have declined significantly in certain circumstances where companies have failed to meet expectations in regards to the timing of regulatory approval. If the FDA's response causes product approval delays, or is not favorable for any of our products, our stock price (and the market price of our senior convertible notes) could decline substantially. It is uncertain how these potential changes may impact our ability to gain clearance or approval from FDA for our products in the future.

The commencement or completion of any of our clinical trials may be delayed or halted, or be inadequate to support approval of FDA marketing applications or supplements, for numerous reasons, including, but not limited to, the following:

- the FDA or other regulatory authorities do not approve a clinical trial protocol or a clinical trial, or place a clinical trial on hold;
- patients do not enroll in clinical trials at the rate we expect;
- patients or study site personnel who do not comply with clinical trial protocols;
- patient follow-up does not occur at the rate we expect;
- patients experience adverse side effects;
- patients die during a clinical trial, even though their death may not be related to our products;
- institutional review boards and third-party clinical investigators may delay or reject our clinical trial protocol;
- third-party clinical investigators decline to participate in a trial or do not perform a trial on our anticipated schedule or consistent with the investigator agreements, clinical trial protocol, good clinical practices or other FDA or institutional review board requirements;
- we or third-party organizations do not perform data collection, monitoring or analysis in a timely or accurate manner or consistent with the clinical trial protocol or investigational or statistical plans;
- third-party clinical investigators have significant financial interests related to us or the study that the FDA deems to make the study results unreliable, or we or clinical investigators fail to disclose such interests;
- regulatory inspections of our clinical trials or manufacturing facilities may results in allegations or findings of noncompliance and, among other things, require us to undertake corrective action or suspend or terminate our clinical trials;
- changes in governmental regulations, policies or administrative actions applicable to our trial protocols;
- the interim or final results of the clinical trial are inconclusive or unfavorable as to safety or efficacy; and
- the FDA concludes that the results from our trial and/or trial design are inadequate to demonstrate safety and effectiveness of the product.

Further, health epidemics could limit or restrict our ability to initiate, conduct or continue our clinical trials. Delays and disruption in our clinical trials could result in delays for expanded FDA clearance or approval of our products.

The results of pre-clinical studies or other forms of early product testing do not necessarily predict future clinical trial results, and prior clinical trial results might not be repeated in subsequent clinical trials. Additionally, the FDA may disagree with our interpretation of the data from our pre-clinical studies, product testing, and clinical trials, or may find the clinical trial design, conduct or results inadequate to prove safety or effectiveness, and may require us to pursue the development of additional data, which could further delay the approval of our products. If we are unable to demonstrate the safety and effectiveness of our products in our clinical trials to the FDA's satisfaction, where clinical data are required, we will be unable to obtain regulatory approval to market our products in the United States. In addition, the data we collect from our current clinical trials, our pre-clinical studies and other clinical trials may not be sufficient to support FDA approval, even if our endpoints are met.

We may also conduct clinical studies to demonstrate the relative or comparative effectiveness of CGM systems for the treatment of diabetes. These types of studies, which often require substantial investment and effort, may not show adequate, or any, clinical benefit or value for the use of CGM systems.

Our CGM systems currently have regulatory marketing authorization limited to individual patient home-use, and have otherwise not received clearance or approval from the FDA or other regulators for use in hospital or other in-patient facility settings, although the FDA has advised us that it will not object to the use of our CGM systems in such settings during the COVID-19 pandemic. Our potential supply of our CGM systems for use in this environment during the COVID-19 pandemic may present risks to our business.

We have received, and may continue to receive, numerous inquiries from hospitals around the country about the use of our CGM devices to remotely monitor COVID-19 patients admitted into the hospital.

Following direct communication with the FDA regarding the potential use of our CGM devices in a hospital or other in-patient setting, the FDA notified us on April 1, 2020 that in an exercise of its enforcement discretion it will not object, in the context of the COVID-19 pandemic, to Dexcom providing CGM devices and support to users to enable real-time remote patient monitoring in hospitals and other healthcare facilities, to support COVID-19 healthcare-related efforts, so long as we provide certain FDA-specified information with respect to the unique challenges that CGM technologies can raise in the hospital environment.

As a condition of its exercise of enforcement discretion, the FDA has advised that we communicate the following information related to implementing the use of CGM systems for remote monitoring of hospitalized patients:

- Hospitals should consider whether they have the resources and expertise necessary to adequately implement CGM use and provide appropriate training to healthcare providers.
- CGM glucose results are less accurate than blood glucose results obtained using traditional testing methods (e.g., lab glucose, blood glucose meters). Users should consider all CGM glucose information (e.g., trend) along with individual glucose values, and interpret CGM results in the context of the full clinical picture.
- CGM systems are subject to interferences that may generate falsely high and falsely low glucose readings. Levels of interference depend on drug concentration; substances that may not significantly interfere in non-hospitalized patients may interfere when used in the hospital setting because of higher dose levels. Most drugs used in hospital or critical care settings have not been evaluated and their interference with CGM systems is unknown. Known interferences vary by CGM brand, and can include Acetaminophen, Ascorbic acid, Hydroxyurea, or other reducing drugs/ compounds.
- Poor peripheral blood perfusion may cause inaccurate sensor readings. CGM results should be interpreted considering accompanying patient conditions and medications. Other clinical conditions may also cause inaccurate readings.

Our provision of our CGM systems to hospitals and other healthcare facilities for use have and will continue to have the above notice.

In February 2022, we received Breakthrough Device designation for our G6 CGM system in the hospital setting. The FDA's Breakthrough Device designation is designed to expedite the development and regulatory review of medical devices that hold the potential for more effective treatment or diagnosis of life-threatening or irreversibly debilitating disease or condition.

We are not actively promoting for inpatient use, but if we supply them to such facilities as currently permitted by the FDA, this supply could present an increased risk of product liability claims and associated damages should an adverse event occur. Given that our CGM devices have not yet been fully evaluated or tested by either us or the FDA to the extent that would be required in standard circumstances for product development and marketing authorization, there could be unknown or unanticipated risks presented by use in this environment.

The FDA can also decide, at any time, to change its position regarding its Breakthrough Device Designation and/or enforcement discretion for our devices, and require that we seek marketing authorization for this additional intended use by submitting a 510(k) premarket notification, or that we seek and obtain Emergency Use Authorization. The COVID-19 public health emergency declared by the Department of Health and Human Services expired on May 11, 2023. While the end of the public health emergency does not by itself impact the FDA's ability to authorize devices for emergency use, and the FDA has published guidance for transition plans for medical devices that fall within enforcement policies issued during the COVID-19 pandemic.

We will continue to closely monitor regulatory developments that impact our products, business, or financial results, including those relating to FDA enforcement discretion and Breakthrough Device Designation for the provision of our CGM systems in the hospital setting.

We depend on clinical investigators and clinical sites to enroll patients in our clinical trials and other third parties to manage the trials and to perform related data collection and analysis, and, as a result, we may face costs and delays that are outside of our control.

We rely on clinical investigators and clinical sites to enroll patients in our clinical trials, and other third parties to manage the trial and to perform related data collection and analysis. However, we may not be able to control the amount and timing of resources that clinical sites may devote to our clinical trials. If these clinical investigators and clinical sites fail to enroll a sufficient number of patients in our clinical trials or fail to ensure compliance by patients with clinical protocols or fail to comply with regulatory requirements, we will be unable to complete these trials, which could prevent us from obtaining regulatory approvals for our products. Our agreements with clinical investigators and clinical sites for clinical testing place substantial responsibilities on these parties and, if these parties fail to perform as expected, our trials could be delayed or terminated. If these clinical investigators, clinical sites or other third parties do not carry out their contractual duties or obligations or fail to meet expected deadlines, or if the quality or accuracy of the clinical data they obtain is compromised due to their failure to adhere to our clinical protocols, regulatory requirements or for other reasons, our clinical trials may be extended, delayed or terminated, or the clinical data may be rejected by the FDA, and we may be unable to obtain regulatory approval for, or successfully commercialize, our products.

Health care policy changes, including U.S. health care reform legislation, may have a material adverse effect on our business.

In response to perceived increases in health care costs in recent years, there have been and continue to be proposals by the federal government, state governments, regulators, and third-party payors to control these costs and, more generally, to reform the U.S. health care system. Certain of these proposals could limit the prices we are able to charge for our products or the amounts of reimbursement available for our products and could limit the acceptance and availability of our products.

In November 2020, the OIG published a Special Fraud Alert addressing manufacturer Speaker Programs, signaling both a more narrow government view of AKS compliance with respect to such programs as well as the potential for increased enforcement in this space by government oversight agencies such as the OIG and DOJ. In March 2022, the Advanced Medical Technology Association, or AdvaMed, announced revisions to its Code of Ethics on Interactions with Health Care Professionals, or Code. The revised Code, effective June 2022, addressed concerns noted in the OIG's Special Fraud Alert, addressing things like virtual meetings, speaker programs and alcohol at events. The revised Code also addresses value-based care arrangements. We continue to assess industry responses to the Special Fraud Alert and have and may continue to make modifications to certain aspects of our speaker programs, which may have a detrimental impact on our ability to educate healthcare providers about our products and to promote use of our products, and which may in turn lead to decreased product sales and negatively impact our business, financial condition and results of operations.

Comprehensive healthcare legislation, signed into law in the United States in March 2010, titled the Patient Protection and Affordable Care Act, as amended by the Health Care and Education Affordability Reconciliation Act of 2010, collectively, the ACA, imposes certain stringent compliance, recordkeeping, and reporting requirements on companies in various sectors of the life sciences industry, and enhanced penalties for non-compliance. Despite the ACA going into effect over a decade ago, there have been numerous legal and Congressional challenges to the law's provisions and the effect of certain provisions have made compliance costly.

We cannot predict what additional new legislation, agency priorities, and rulemaking may be on the horizon as the United States continue to reassess how it pays for healthcare. As a result, we cannot quantify or predict what impact any changes might have on our business and results of operations. However, any changes that lower reimbursement for our products could materially and adversely affect our business, financial condition and results of operations.

Other legal, regulatory and commercial policy influences are subjecting our industry to significant changes, and we cannot predict whether new regulations or policies will emerge from U.S. federal or state governments, foreign governments, or third-party payors. Government and commercial payors may, in the future, consider healthcare policies and proposals intended to curb rising healthcare costs, including those that could significantly affect reimbursement for healthcare products such as our systems. These policies have included, and may in the future include: basing reimbursement policies and rates on clinical outcomes, the comparative effectiveness, and costs, of different treatment technologies and modalities; imposing price controls and taxes on medical device providers; and

other measures. Future significant changes in the healthcare systems in the United States or elsewhere could also have a negative impact on the demand for our current and future products. These include changes that may reduce reimbursement rates for our products and changes that may be proposed or implemented by the current or future laws or regulations.

Risks Related to Intellectual Property Protection and Use

We are subject to claims of infringement or misappropriation of the intellectual property rights of others, which could prohibit us from shipping affected products, require us to obtain licenses from third parties or to develop non-infringing alternatives, and subject us to substantial monetary damages and injunctive relief. We may also be subject to other claims or suits.

Third parties have asserted, and may assert, infringement or misappropriation claims against us with respect to our current or future products. We are aware of numerous patents issued to third parties that may relate to aspects of our business, including the design and manufacture of CGM sensors and membranes, as well as methods for continuous glucose monitoring. Whether a product infringes a patent involves complex legal and factual issues, the determination of which is often uncertain. Therefore, we cannot be certain that we have not infringed the intellectual property rights of such third parties or others. Our competitors may assert that our CGM systems or the methods we employ in the use of our systems are covered by U.S. or foreign patents held by them. We have in the past settled some such allegations and may need to do so again in the future. This risk is exacerbated by the fact that there are numerous issued patents and pending patent applications relating to self-monitored glucose testing systems in the medical technology field. Because patent applications may take years to issue, there may be applications now pending of which we are unaware that may later result in issued patents that our products infringe. There could also be existing patents of which we are unaware that one or more components of our system may inadvertently infringe. As the number of competitors in the market for CGM systems grows, the possibility of patent infringement by us or a patent infringement claim against us increases. If we are unable to successfully defend any such claims as they may arise or enter into or extend settlement and license agreements on acceptable terms or at all, our business operations may be harmed. We have been involved in various patent infringement actions in the past. For example, in July 2014, we entered into a Settlement and License Agreement with Abbott to settle all pending patent infringement legal proceedings brought by Abbott against us, which expired on March 31, 2021. Since the expiration of that agreement, we and certain Abbott entities have served complaints for patent infringement, validity, and other patent-related actions against each other in multiple jurisdictions, inside and outside the United States. We intend to vigorously pursue our claims and defenses in these cases to protect our intellectual property and to defend against Abbott's infringement allegations. See "Legal Proceedings" in Part I, Item 3 below for more information.

Any infringement or misappropriation claim could cause us to incur significant costs, place significant strain on our financial resources, divert management's attention from our business and harm our reputation. In addition, if the relevant patents are upheld as valid and enforceable and we are found to infringe such patents, we could be prohibited from selling any of our products that is found to infringe unless we could obtain licenses to use the technology covered by the patent or are able to design around the patent. We may be unable to obtain a license on terms acceptable to us, if at all, and we may not be able to redesign our products to avoid infringement. We may be unable to maintain or renew licenses on terms acceptable to us, if at all, and we may be prohibited from selling any of our products that required the technology covered by the relevant licensed patents. Even if we are able to redesign our products to avoid an infringement claim, we may not receive FDA approval for such changes in a timely manner or at all.

Any adverse determination in litigation or interference proceedings to which we are or may become a party relating to patents or other intellectual property rights could subject us to significant liabilities to third parties or require us to seek licenses from other third parties. If we are found to infringe third-party patents, a court could order us to pay damages to compensate the patent owner for the infringement, such as a reasonable royalty amount and/or profits lost by the patent owners, along with prejudgment and/or post-judgment interest. Furthermore, if we are found to willfully infringe third-party patents, we could, in addition to other penalties, be required to pay treble damages; and if the court finds the case to be exceptional, we may be required to pay attorneys' fees for the prevailing party. If we are found to infringe third-party copyrights or trademarks or misappropriate third-party trade secrets, based on the intellectual property at issue, a court could order us to pay statutory damages, actual damages, or profits, such as reasonable royalty or lost profits of the owners, unjust enrichment, disgorgement of profits, and/or a reasonable royalty, and the court could potentially award attorneys' fees or exemplary or enhanced damages. Although patent and intellectual property disputes in the medical device area have often been settled through licensing or similar arrangements, costs associated with such arrangements may be substantial and would likely include ongoing royalties. We may be unable to obtain necessary intellectual property licenses on satisfactory terms. If we do not obtain any such necessary licenses, we may not be able to redesign our products to avoid infringement and any

redesign may not receive FDA approval or other requisite marketing authorization in a timely manner or at all. Adverse determinations in a judicial or administrative proceeding or failure to obtain necessary intellectual property licenses could prevent us from manufacturing and selling our products, which would have a significant adverse impact on our business. If litigation were to be initiated by intellectual property owners, there could significant legal fees and costs incurred in defending litigation (which may include filing administrative actions to attack the intellectual property) as well as a potential monetary settlement payment to the owners, even if the matter is resolved before going to trial. Moreover, the owners may take an overly aggressive approach and/or include multiple allegations in a single litigation.

In addition, from time to time, we are subject to various claims, complaints and legal actions arising out of the ordinary course of business, including commercial insurance, product liability or employment-related matters. Also, from time to time, we may bring claims or initiate lawsuits against various third parties with respect to matters arising out of the ordinary course of our business, including commercial and employment-related matters. There can be no assurance that existing or future legal proceedings arising in the ordinary course of business or otherwise will not have a material adverse effect on our business, financial condition or results of operations.

Our inability to adequately protect our intellectual property could allow our competitors and others to produce products based on our technology, which could substantially impair our ability to compete.

Our success and our ability to compete depend, in part, upon our ability to maintain the proprietary nature of our technologies. We rely on a combination of patent, copyright and trademark law, and trade secrets and nondisclosure agreements to protect our intellectual property. However, such methods may not be adequate to protect us or permit us to gain or maintain a competitive advantage. Our patent applications may not issue as patents in a form that will be advantageous to us, or at all. Our issued patents, and those that may issue in the future, may be challenged, invalidated or circumvented, which could limit our ability to stop competitors from marketing related products. In addition, there are numerous recent changes to the patent laws and proposed changes to the rules of the U.S. Patent and Trademark Office, which may have a significant impact on our ability to protect our technology and enforce our intellectual property rights.

To protect our proprietary rights, we may in the future need to assert claims of infringement against third parties. The outcome of litigation to enforce our intellectual property rights in patents, copyrights, trade secrets or trademarks is highly unpredictable, could result in substantial costs and diversion of resources, and could have a material adverse effect on our business, financial condition and results of operations regardless of the final outcome of such litigation. In the event of an adverse judgment, a court could hold that some or all of our asserted intellectual property rights are not infringed, or are invalid or unenforceable, and could award attorney fees.

Despite our efforts to safeguard our unpatented and unregistered intellectual property rights, we may not succeed in doing so or the steps taken by us in this regard may not be adequate to detect or deter misappropriation of our technology or to prevent an unauthorized third party from copying or otherwise obtaining and using our products, technology or other information that we regard as proprietary. In addition, third parties may be able to design around our patents. Furthermore, the laws of foreign countries may not protect our proprietary rights to the same extent as the laws of the United States.

Litigation Risks

We face the risk of product liability claims and may be subject to damages, fines, penalties and injunctions, among other things.

Our business exposes us to the risk of product liability claims that is inherent in the testing, manufacturing and marketing of medical devices, including those which may arise from the misuse (including system hacking or other unauthorized access by third parties to our systems) or malfunction of, or design flaws in, our products. This liability may vary based on the FDA classification associated with our devices. Notably, the classification of our G6 and G7 systems as Class II medical devices is likely to weaken our ability to rely on federal preemption of state law claims that assert liability against us for harms arising from use of those systems. We may be subject to product liability claims if our products cause, or merely appear to have caused, an injury. Claims may be made by customers, healthcare providers or others selling our products. The risk of product liability claims may increase given that G6 and G7 do not require confirmatory finger sticks when making treatment decisions or finger stick tests each day for calibration, although it does require finger stick tests when symptoms do not match readings and when readings are unavailable. The risk of claims may also increase if our products are subject to a product recall or seizure. An example of the difficulty of complying with the regulatory requirements associated with the manufacture of our products, we issued notifications to our customers regarding the audible alarms and alerts associated with our receivers.

Although we have insurance at levels that we believe is appropriate, this insurance is subject to deductibles and coverage limitations. Our current product liability insurance may not continue to be available to us on acceptable terms, if at all, and, if available, the coverage may not be adequate to protect us against any future product liability claims. Further, if additional products are approved for marketing, we may seek additional insurance coverage. If we are unable to obtain insurance at an acceptable cost or on acceptable terms with adequate coverage or otherwise protect against potential product liability claims, we will be exposed to significant liabilities, which may harm our business. A product liability claim, recall or other claims with respect to uninsured liabilities or for amounts in excess of insured liabilities could result in significant costs and significant harm to our business.

We may be subject to claims against us even if the apparent injury is due to the actions of others or misuse of the device or a partner device. Our customers, either on their own or following the advice of their physicians, may use our products in a manner not described in the products' labeling and that differs from the manner in which it was used in clinical studies and approved by the FDA. For example, our current systems are designed to be used by an individual continuously for up to 10 days for our G6 and G7 systems, but the individual might be able to circumvent the safeguards designed into the systems and use the products for longer than 10 days. Off-label use of products by customers is common, and any such off-label use of our products could subject us to additional liability, or require design changes to limit this potential off-label use once discovered. In addition, other regulatory agencies may in the future approve similar diabetes treatment indications. We expect that such diabetes treatment indications could expose us to additional liability. These liabilities could prevent or interfere with our product commercialization efforts. Defending a suit, regardless of merit, could be costly, could divert management attention and might result in adverse publicity, which could result in the withdrawal of, or inability to recruit, clinical trial volunteers or result in reduced acceptance of our products in the market.

We could become the subject of governmental investigations, claims and litigation.

Healthcare companies are subject to numerous investigations and inquiries by various governmental agencies. Further, under the False Claims Act, private parties have the right to bring *qui tam*, or "whistleblower," suits against companies that submit false claims for payments to, or improperly retain overpayments from, the government. Some states have adopted similar state whistleblower and false claims provisions. Depending upon whether the underlying conduct alleged in such inquiries or investigations could be considered systemic, any resolution of any such investigations could have a material, adverse effect on our financial position and results of operations.

Governmental agencies and their agents, such as CMS Medicare Administrative Contractors and other CMS contractors, as well as the OIG, state Medicaid programs, and other state and federal agencies may conduct audits of our operations, relating to covered items and services including those furnished to beneficiaries, health care providers and distributors. Commercial and government-funded managed care payors may conduct similar post-payment audits. Depending on the nature of the conduct found in such audits and whether the underlying conduct could be considered systemic, the resolution of these audits could have a material adverse effect on our financial position and results of operations. Our compliance program includes internal audit and monitoring functions designed to identify potential issues and facilitate remediation as appropriate.

Any future investigations of our executives, our managers or us could result in significant liabilities or penalties to us, as well as adverse publicity. Even if we are found to have complied with applicable law, the investigation or litigation may pose a considerable expense and would divert management's attention, and have a potentially negative impact on the public's perception of us, all of which could negatively impact our financial position and results of operations. Further, should we be found out of compliance with any of these laws, regulations or programs, depending on the nature of the findings, our business, our financial position and our results of operations could be negatively impacted.

We may be subject to fines, penalties and injunctions if we are determined to be promoting the use of our products for unapproved or improper off-label uses or determined to have made claims that are untruthful or misleading or not adequately substantiated.

Our marketing, promotional and educational materials and practices are subject to FDCA, Federal Trade Commission Act, and other applicable laws and regulations, as may be amended from time to time. If the FDA, FTC or other regulatory body with competent jurisdiction over us, our activities or products takes the position that our marketing, promotional or other materials or activities constitute improper promotion or marketing of an unapproved or improper use, or that they contain untruthful, misleading, or inadequately substantiated statements or claims, such regulatory body could request that we modify our materials or practices, or subject us to regulatory enforcement actions, including the issuance, depending on the regulatory body and the nature of the alleged violation, of a warning letter, injunction, seizure, civil fine and criminal penalties. It is also possible that other federal, state or foreign enforcement authorities might take action if they consider promotional, marketing or other materials

or activities to constitute improper promotion of an unapproved use, which could result in significant fines or penalties under other statutory authorities, such as laws prohibiting false claims for reimbursement. Recent court decisions have impacted the FDA's enforcement activity regarding off-label promotion in light of First Amendment considerations; however, there are still significant risks in this area in part due to the potential False Claims Act exposure and the FDA's continued focus on ensuring devices are marketed in a manner consistent with their FDA-required labeling.

We are not actively promoting nor do we plan to actively promote our G6 or G7 systems for inpatient use, but if we supply them to such facilities as currently permitted by FDA, this supply could present an increased risk of product liability claims and associated damages should an adverse event occur. Given that the G6 and G7 systems have not yet been fully evaluated or tested (by us or by the FDA) to the extent that would be required in standard circumstances for product development and marketing authorization, there could be unknown or unanticipated risks presented by use in this environment.

In some instances in our advertising and promotion, we may make claims regarding our product as compared to competing products, which may subject us to heightened regulatory scrutiny, enforcement risk, and litigation risks.

The FDA applies a heightened level of scrutiny to comparative claims when applying its statutory standards for advertising and promotion, including with regard to its requirement that promotional labeling be truthful and not misleading. There is potential for differing interpretations of whether certain communications are consistent with a product's FDA-required labeling, and FDA will evaluate communications on a fact-specific basis.

In addition, making comparative claims may draw concerns from our competitors. Where a company makes a claim in advertising or promotion that its product is superior to the product of a competitor (or that the competitor's product is inferior), this creates a risk of a lawsuit by the competitor under federal and state false advertising or unfair and deceptive trade practices law, and possibly also state libel law. Such a suit may seek injunctive relief against further advertising, a court order directing corrective advertising, and compensatory and punitive damages where permitted by law.

Direct-to-consumer marketing and social media efforts may expose us to additional regulatory scrutiny.

Our efforts to promote our products via direct-to-consumer marketing and social media initiatives may subject us to additional scrutiny of our practices of effective communication of risk information, benefits or claims, under the oversight of the FDA, FTC, HHS-OCR, or others.

Other Risks Related to Our Business and Financial Condition

We have incurred significant losses in the past and may incur losses in the future.

We have incurred significant operating losses in the past. We have financed our operations primarily through private and public offerings of equity securities and debt and the sales of our products. We have devoted substantial resources to:

- research and development relating to our continuous glucose monitoring systems;
- sales and marketing and manufacturing expenses associated with the commercialization of our CGM systems; and
- expansion of our workforce.

We expect our research and development expenses to increase in connection with our clinical trials and other development activities related to our products, including our next-generation sensors, transmitters and receivers, as well as other collaborations. We also expect that our general and administrative expenses will continue to increase due, among other things, to the additional operational and regulatory burdens applicable to public healthcare and medical device companies. As a result, it is possible that we could incur operating losses in the future. These losses, among other things, may have an adverse effect on our stockholders' equity.

Our success will depend on our ability to attract and retain our personnel and manage our human capital, while controlling labor costs.

We depend to a significant degree on our senior management, especially Kevin Sayer, our President and Chief Executive Officer. Our success will depend on our ability to retain our senior management and to attract and retain qualified personnel in the future, including salespersons, scientists, clinicians, engineers and other highly skilled personnel. Competition for senior management personnel, as well as salespersons, scientists, clinicians and engineers, is intense and we may not be able to retain our personnel. The loss of the services of members of our

senior management, scientists, clinicians or engineers could prevent the implementation and completion of our objectives, including the commercialization of our current products and the development and introduction of additional products. The loss of a member of our senior management or our professional staff would require the remaining executive officers to divert immediate and substantial attention to seeking a replacement.

Each of our officers may terminate their employment at any time without notice and without cause or good reason. Additionally, volatility or a lack of positive performance in our stock price may adversely affect our ability to retain key employees.

We expect to continue to expand our operations and grow our research and development, manufacturing, sales and marketing, product development and administrative operations. We expect this expansion to place a significant strain on our management and it will require hiring a significant number of qualified personnel. Accordingly, recruiting and retaining such personnel will be critical to our success. There is intense competition from other companies and research and academic institutions for qualified personnel in the areas of our activities. If we fail to identify, attract, retain and motivate these skilled personnel, we may be unable to continue our development and commercialization activities.

We may undertake reorganizations of our workforce, which may result in a temporary reduction in the number of employees in certain locations. We would undertake a reorganization to reduce operating expenses or achieve other business objectives, though we cannot guarantee any specific amount of long-term cost savings. Further, the turnover in our employee base could result in operational and administrative inefficiencies, which could adversely impact the results of our operations, stock price and customer relationships, and could make recruiting for future management and other positions more difficult.

We may conduct additional financings to continue the development or commercialization of our current or future generation CGM systems.

Our operations have consumed substantial amounts of cash since inception. We expect to continue to spend substantial amounts on commercialization of our products, including growth of our manufacturing capacity, on research and development, and conducting clinical trials for our next-generation CGM sensors and systems. Although we raised substantial net proceeds through the private sale of our convertible notes, we could need funds to continue the commercialization of our current products and to develop and commercialize our next-generation sensors and systems or pursue other strategic initiatives. Additional financing may not be available on a timely basis on terms acceptable to us, or at all. Any additional financing may be dilutive to stockholders or may require us to grant a lender a security interest in our assets. The amount of funding we may need will depend on many factors, including:

- the revenue generated by sales of our products and other future products;
- the costs, timing and risks of delay of additional regulatory approvals;
- the expenses we incur in manufacturing, developing, selling and marketing our products;
- our ability to scale our manufacturing operations to meet demand for our current and any future products;
- the costs to produce our continuous glucose monitoring systems;
- the costs of filing, prosecuting, defending and enforcing any patent claims and other intellectual property rights;
- the rate of progress and cost of our clinical trials and other development activities;
- the success of our research and development efforts;
- the emergence of competing or complementary technologies;
- the terms and timing of any current or collaborative, licensing and other similar arrangements;
- the cost of ongoing compliance with legal and regulatory requirements, and third-party payors' policies;
- the cost of obtaining and maintaining regulatory or payor clearance or approval for our current or future products including those integrated with other companies' products; and
- the acquisition of business, products and technologies, although we currently have no commitments or agreements relating to any of these types of transactions.

If adequate funds are not available, we may not be able to commercialize our products at the rate we desire and/or we may have to delay the development or commercialization of our products or license to third parties the rights to commercialize products or technologies that we would otherwise seek to commercialize. We also may have to reduce sales, marketing, customer support or other resources devoted to our products. Any of these factors could harm our business and financial condition.

Uncollectible uninsured and patient due accounts could adversely affect our results of operations.

The primary collection risks for our accounts receivable relate to the uninsured patient accounts and patient accounts for which the primary insurance carrier has paid the amounts covered by the applicable agreement, but patient responsibility amounts (exclusions, deductibles and copayments) remain outstanding. In addition, as a result of the economic slowdown, some customers have, and others may, lose access to their private health insurance plan if they lose their job. As most of our customers rely on third-party payors, including private health insurance plans, to cover the cost of our products, there has been, and may continue to be, a shift in financial responsibility to our customers for the amounts previously covered by their primary insurance carrier.

In the event that we are unsuccessful in collecting payments owed by patients, and/or experience increases in the amount, or deterioration in the collectability, of uninsured and patient due accounts receivable, this could adversely affect our cash flows and results of operations. We may also be adversely affected by the growth in patient responsibility accounts, as a result of increases in the adoption of plan structures, due to evolving health care policy and insurance landscapes that shift greater responsibility for care to individuals through greater exclusions, prior authorizations, and copayment and deductible amounts.

Changes in our business strategy or restructuring of our businesses may increase our costs or otherwise affect the profitability of our businesses or the value of our assets.

As changes in our business environment occur we have adjusted, and may further, adjust our business strategies to meet these changes and we may otherwise decide to further restructure our operations or particular businesses or assets. Our new organization and strategies may not produce the anticipated benefits, such as supporting our growth strategies and enhancing shareholder value. Our new organization and strategies could be less successful than our previous organizational structure and strategies. In addition, external events including changing technology, changing consumer patterns, acceptance of our products and changes in macroeconomic conditions may impair the value of our assets. When these changes or events occur, we may incur costs to change our business strategy and may need to write-down the value of assets. For example, current economic conditions, including rising interest rates, inflation and a potential recession, as well as our business decisions, may reduce the value of some of our assets. We also make investments in existing or new businesses, including investments in the international expansion of our sales efforts and the build-out of our manufacturing facility in Malaysia and our planned construction of a new facility in Ireland. Additionally, we also invest in early to late-stage companies for strategic reasons and to support key business initiatives, and we may not realize a return on our equity investments. Many such companies generate net losses and the market for their products, services, or technologies may be slow to develop or never materialize. We are subject to risks associated with our equity investments including partial or complete loss of invested capital, and significant changes in the fair value of this portfolio could adversely impact our financial results. Some of these investments may have returns that are negative or low, the ultimate business prospects of the businesses related to these investments may be uncertain, and these risks may be exacerbated by current macroeconomic conditions. In any of these events, our costs may increase or returns on new investments may be lower than prior to the change in strategy or restructuring.

Risks Relating to Our Public Company Status, Tax Laws and Growth Through Acquisition

We may face risks associated with acquisitions of companies, products and technologies and our business could be harmed if we are unable to address these risks.

If we are presented with appropriate opportunities, we could acquire or make other investments in complementary companies, products or technologies. We may not realize the anticipated benefit of our acquisitions, or the realization of the anticipated benefits may require greater expenditures than anticipated by us. We will likely face risks, uncertainties and disruptions associated with the integration process, including difficulties in the integration of the operations and services of any acquired company, integration of acquired technology with our products, diversion of our management’s attention from other business concerns, the potential loss of key employees or customers of the acquired businesses and impairment charges if future acquisitions are not as successful as we originally anticipated. If we fail to successfully integrate other companies, products or technologies that we acquire, our business could be harmed. Furthermore, we may have to incur debt or issue equity or equity-linked securities to pay for any future acquisitions or investments, the issuance of which could be dilutive to our existing stockholders. In addition, our operating results may suffer because of acquisition-related costs, amortization expenses or charges relating to acquired intangible assets.

Compliance with regulations relating to public company corporate governance matters and reporting may strain our resources and divert management’s attention.

Many laws and regulations, notably those adopted in connection with the Sarbanes-Oxley Act of 2002, the Dodd-Frank Wall Street Reform and Consumer Protection Act, new SEC regulations and The Nasdaq Stock Market listing rules, impose obligations on public companies, such as ours, which have increased the scope, complexity and cost of corporate governance, reporting and disclosure practices. Compliance with these laws and regulations, including enhanced new disclosures, has required and will continue to require substantial management time and oversight and the incurrence of significant accounting and legal costs. Additionally, changes to existing accounting rules or standards, such as the potential requirement that U.S. registrants prepare financial statements in accordance with International Financial Reporting Standards, may adversely impact our reported financial results and business, and may require us to incur greater accounting fees. These laws, regulations, and standards are subject to varying interpretations, in many cases due to their lack of specificity, and, as a result, their application in practice may evolve over time as new guidance is provided by regulatory and governing bodies. This could result in continuing uncertainty regarding compliance matters and higher costs necessitated by ongoing revisions to disclosure and governance practices. We intend to continue to invest resources to comply with evolving laws, regulations, and standards, and this investment may result in increased general and administrative expenses and a diversion of management's time and attention from revenue-generating activities to compliance activities. If our efforts to comply with new laws, regulations, and standards differ from the activities intended by regulatory or governing bodies due to ambiguities related to their application and practice, regulatory authorities may initiate legal proceedings against us and our business may be adversely affected.

We could be subject to changes in our tax rates, new U.S. or international tax legislation or additional tax liabilities.

We are subject to taxes in the United States and numerous foreign jurisdictions, where a number of our subsidiaries are organized. The tax laws in the United States and in other countries in which we and our subsidiaries do business could change on a prospective or retroactive basis, and any such changes could adversely affect our business and financial condition. Further, due to economic and political conditions, tax rates in various jurisdictions may be subject to change. Our effective tax rates could be affected by numerous factors, including changes in the mix of earnings in countries with differing statutory tax rates, changes in the valuation of deferred tax assets and liabilities, and changes in tax laws or their interpretation, both in and outside the United States.

There is growing pressure in many jurisdictions, including the United States, and from multinational organizations such as the OECD and the European Union to amend existing international tax rules in order to render them more responsive to current global business practices. For example, the OECD has published a package of measures for reform of the international tax rules as a product of its BEPS initiative, which was endorsed by the G20 finance ministers. Many of the initiatives in the BEPS package require amendments to the domestic tax legislation of various jurisdictions. Separately, the European Union is asserting that a number of country-specific favorable tax regimes and rulings in certain member states may violate, or have violated, European Union law, and may require rebates of some or all of the associated tax benefits to be paid by benefited taxpayers in particular cases. In 2016, the European Union adopted the "Anti-Tax Avoidance Directive," which requires European Union member states to implement measures to prohibit tax avoidance practices, and Germany published the European Union Anti-Tax Avoidance Directive Implementation Law on June 30, 2021. We have a significant presence in the European Union, as well as significant sales in the European Union, such that any changes in tax laws in the European Union will impact our business. The overall impact of such legislation in European Union member states is uncertain, and our business and financial condition could be adversely affected by any laws impacting our tax rate. The U.S. government has recently enacted comprehensive tax legislation that includes significant changes to the taxation of business entities. These changes include, among others, (I) a permanent reduction to the corporate income tax rate, (ii) a partial limitation on the deductibility of business interest expense, (iii) a shift of the U.S. taxation of multinational corporations from a tax on worldwide income to a territorial system (along with certain rules designed to prevent erosion of the U.S. income tax base) and (iv) a one-time tax on accumulated offshore earnings held in cash and illiquid assets, with the latter taxed at a lower rate. The overall impact of this tax reform is uncertain, and our business and financial condition could be adversely affected. In addition, it is uncertain if and to what extent various states will conform to the newly enacted federal tax law.

On October 8, 2021, the OECD announced the OECD/G20 Inclusive Framework on BEPS which agreed to a two-pillar solution to address tax challenges arising from digitalization of the economy. On December 20, 2021, the OECD released Pillar Two Model Rules defining the global minimum tax rules, which contemplate a 15% minimum tax rate. The OECD continues to release additional guidance on these rules and the Framework calls for law enactment by OECD and G20 members to take effect in 2024 or 2025. These changes, when enacted by various countries in which we do business, may increase our taxes in these countries. Changes to these and other areas in relation to international tax reform, including future actions taken by foreign governments, could increase uncertainty and may adversely affect our tax rate and cash flow in future years.

Our tax returns and other tax matters also are subject to examination by the U.S. Internal Revenue Service and other tax authorities and governmental bodies. We regularly assess the likelihood of an adverse outcome resulting from these examinations to determine the adequacy of our provision for taxes. We cannot guarantee the outcome of these examinations. If our effective tax rates were to increase, particularly in the United States, or in other countries implementing legislation to reform existing tax legislation, including the European Union and Germany, or if the ultimate determination of our taxes owed is for an amount in excess of amounts previously accrued, our financial condition, operating results and cash flows could be adversely affected.

Our ability to use our net operating losses to offset future taxable income may be subject to certain limitations which could subject our business to higher tax liability.

Our ability to use our net operating losses, or NOLs, to offset future taxable income may be subject to certain limitations which could subject our business to higher tax liability. We may be limited in the portion of NOL carryforwards that we can use in the future to offset taxable income for U.S. federal and state income tax purposes, and federal tax credits to offset federal tax liabilities. Sections 382 and 383 of the Internal Revenue Code of 1986, as amended, and similar state law provisions, limit the use of NOLs and tax credits after a cumulative change in corporate ownership of more than 50% occurs within a three-year period. The statutes place a formula limit on how much NOLs and tax credits a corporation can use in a tax year after a change in ownership. Avoiding an ownership change is generally beyond our control. Although the ownership changes we experienced in the past have not prevented us from using all NOLs and tax credits accumulated before such ownership changes, we could experience another ownership change that might limit our use of NOLs and tax credits in the future. In addition, realization of deferred tax assets, including net operating loss carryforwards, depends upon our future earnings in applicable tax jurisdictions. If we have insufficient future taxable income in the applicable tax jurisdiction for any reason, including any future corporate reorganization or restructuring activities, we may be limited in our ability to utilize some or all of our net operating losses to offset such income and reduce our tax liability in that jurisdiction. We utilized the majority of our remaining NOLs by the end of 2021, with the exception of the NOLs limited by Section 382 of the Internal Revenue Code of 1986. See Note 8 “Income Taxes” to the consolidated financial statements in Part II, Item 8 of this Annual Report on Form 10-K for additional information.

There is also a risk that due to regulatory changes or changes to federal or state law, such as suspensions on the use of NOLs, or other unforeseen reasons, our existing NOLs could expire or otherwise be unavailable either in whole or in part to offset future income tax liabilities. For example, under the Coronavirus Aid, Relief, and Economic Security Act of 2020, or CARES Act, which amended certain provisions of the Tax Cuts and Jobs Act of 2017, or TCJA, NOLs arising in taxable years beginning after December 31, 2017 and before January 1, 2021 may be carried back to each of the five taxable years preceding the tax year of such loss, but NOLs arising in taxable years beginning after December 31, 2020 may not be carried back. The TCJA, as amended by the CARES Act, also provides that NOLs from tax years that began after December 31, 2017 may offset no more than 80% of current taxable income annually for taxable years beginning after December 31, 2020.

Risks Related to Our Common Stock

Our stock price is highly volatile and investing in our stock involves a high degree of risk, which could result in substantial losses for investors.

Historically, the market price of our common stock, like the securities of many other medical products companies, fluctuates and could continue to be volatile in the future, especially as our business continues to grow and our business plan continues to evolve. From January 1, 2023 through December 31, 2023, the closing price of our common stock on the Nasdaq Global Select Market was as high as $137.93 per share and as low as $75.49 per share.

The market price of our common stock is influenced by many factors that are beyond our control, including the following:

- securities analyst coverage or lack of coverage of our common stock or changes in their estimates of our financial performance;
- actual or anticipated variations in financial condition and operating results;
- future sales of our common stock by our stockholders;
- investor perception of us and our industry;
- announcements by us or our competitors of significant agreements, acquisitions, or capital commitments or product launches or discontinuations;
- changes in market valuation or earnings of our competitors;

- material business or financial announcements regarding our partners;
- general economic conditions;
- regulatory actions;
- legislation and political conditions;
- global health pandemics, such as the recent COVID-19 pandemic;
- the consummation of, and anticipated benefits of, our share repurchase programs; and
- other events or factors, including the ongoing international conflicts, recessions, rising interest rates, inflation, local and national elections, international currency fluctuations, corruption, political instability and acts of war or terrorism.

Please also refer to the factors described elsewhere in this “Risk Factors” section. In addition, the stock market in general has experienced extreme price and volume fluctuations that have often been unrelated and disproportionate to the operating performance of companies in our industry. These broad market and industry factors may materially reduce the market price of our common stock, regardless of our operating performance.

Securities class action litigation has often been brought against public companies that experience periods of volatility in the market prices of their securities. Securities class action litigation could result in substantial costs and a diversion of our management’s attention and resources, which could seriously harm our business.

The issuance of shares by us in the future or sales of shares by our stockholders may cause the market price of our common stock to drop significantly, even if our business is performing well.

This issuance of shares by us in the future, including by conversion of our senior convertible notes in certain circumstances, the issuance of shares of our common stock to partners, including up to 1.5 million additional shares of our common stock that we may issue to Verily pursuant to the Restated Collaboration Agreement, or sales of shares by our stockholders may cause the market price of our common stock to decline, perhaps significantly, even if our business is performing well. The market price of our common stock could also decline if there is a perception that sales of our shares are likely to occur in the future. This might also make it more difficult for us to sell equity securities in the future at a time and at a price that we deem appropriate. Also, we may issue securities in connection with future financings and acquisitions, and those shares could dilute the holdings of other stockholders.

We do not intend to pay dividends for the foreseeable future.

We have never declared or paid cash dividends on our capital stock. We currently intend to retain any future earnings to finance the operation and expansion of our business, and we do not expect to declare or pay any dividends in the foreseeable future and the terms of our credit agreement restrict our ability to declare or pay any dividends. As a result, stockholders (including holders of our senior convertible notes who receive shares of our common stock, if any, upon conversion of their notes) may only receive a return on their investment in our common stock if the market price of our common stock increases.

Anti-takeover effects of our charter documents and Delaware law could make a merger, tender offer or proxy contest difficult, thereby depressing the trading price of our common stock.

There are provisions in our certificate of incorporation and bylaws, as well as provisions in the Delaware General Corporation Law, that may discourage, delay or prevent a change of control that might otherwise be beneficial to stockholders. For example:

- our Board of Directors may, without stockholder approval, issue shares of preferred stock with special voting or economic rights;
- our stockholders do not have cumulative voting rights and, therefore, each of our directors can only be elected by holders of a majority of our outstanding common stock;
- a special meeting of stockholders may only be called by a majority of our Board of Directors, the Chairman of our Board of Directors, our Chief Executive Officer, our President or our Lead Independent Director;
- our stockholders may not take action by written consent; and
- we require advance notice for nominations for election to the Board of Directors or for proposing matters that can be acted upon by stockholders at stockholder meetings.

Section 22 of the Securities Act creates concurrent jurisdiction for federal and state courts over all claims brought to enforce any duty or liability created by the Securities Act or the rules and regulations thereunder. Our bylaws provide that the federal district courts of the United States will, to the fullest extent permitted by law, be the exclusive

forum for resolving any complaint asserting a cause of action arising under the Securities Act, or a Federal Forum Provision. Our decision to adopt a Federal Forum Provision followed a decision by the Supreme Court of the State of Delaware holding that such provisions are facially valid under Delaware law. While there can be no assurance that federal or state courts will follow the holding of the Delaware Supreme Court or determine that the Federal Forum Provision should be enforced in a particular case, application of the Federal Forum Provision means that suits brought by our stockholders to enforce any duty or liability created by the Securities Act must be brought in federal court and cannot be brought in state court. Section 27 of the Exchange Act creates exclusive federal jurisdiction over all claims brought to enforce any duty or liability created by the Exchange Act or the rules and regulations thereunder. Neither the exclusive forum provision nor the Federal Forum Provision applies to suits brought to enforce any duty or liability created by the Exchange Act. Accordingly, actions by our stockholders to enforce any duty or liability created by the Exchange Act or the rules and regulations thereunder must be brought in federal court.

Notwithstanding the foregoing, our stockholders will not be deemed to have waived our compliance with the federal securities laws and the regulations promulgated thereunder.

Any person or entity purchasing or otherwise acquiring or holding any interest in any of our securities shall be deemed to have notice of and consented to our exclusive forum provisions, including the Federal Forum Provision. The exclusive forum provisions may limit a stockholder's ability to bring a claim in a judicial forum that it finds favorable for disputes with us or any of our directors, officers, or other employees, which may discourage lawsuits with respect to such claims. Alternatively, if a court were to find the choice of forum provisions contained in our restated certificate of incorporation or amended and restated bylaws to be inapplicable or unenforceable in an action, we may incur additional costs associated with resolving such action in other jurisdictions, which could harm our business, operating results, and financial condition.

Moreover, Section 203 of the Delaware General Corporation Law may discourage, delay, or prevent a change of control of our company. Section 203 imposes certain restrictions on mergers, business combinations, and other transactions between us and holders of 15% or more of our common stock.

Risks Related to Our Debt

Increasing our financial leverage could affect our operations and profitability.

In June 2023, we entered into the First Amendment to our Second Amended and Restated Credit Agreement, or the Amended Credit Agreement, with JPMorgan Chase and other syndicate lenders, which amended and restated the credit agreement, or the Credit Agreement, we had previously entered into in December 2018 and amended in May 2020 and October 2021, respectively. The Amended Credit Agreement is a five-year $200.0 million revolving credit facility, or the Credit Facility. As of December 31, 2023, we had no outstanding borrowings, $7.4 million in outstanding letters of credit, and a total available balance of $192.6 million under the Amended Credit Agreement.

Our leverage ratio may affect the availability to us of additional capital resources as well as our operations in several ways, including:

- the terms on which credit may be available to us could be less attractive, both in the economic terms of the credit and the legal covenants;
- the possible lack of availability of additional credit;
- the potential for higher levels of interest expense to service or maintain our outstanding debt;
- the possibility of additional borrowings in the future to repay our indebtedness when it comes due; and
- the possible diversion of capital resources from other uses.

While we believe we will have the ability to service our debt and obtain additional resources in the future if and when needed, that will depend upon our results of operations and financial position at the time, the then-current state of the credit and financial markets, and other factors that may be beyond our control. Therefore, we cannot give assurances that sufficient credit will be available on terms that we consider attractive, or at all, if and when necessary or beneficial to us.

Failure to comply with covenants in the Amended Credit Agreement could result in our inability to borrow additional funds and adversely impact our business.

The Amended Credit Agreement imposes numerous financial and other restrictive covenants on our operations, including covenants relating to our general profitability and our liquidity. As of December 31, 2023, we were in compliance with the covenants imposed by the Amended Credit Agreement. If we violate these or any other covenants, any outstanding amounts under the Amended Credit Agreement could become due and payable prior to

their stated maturity dates, each lender could proceed against any collateral in our operating accounts and our ability to borrow funds in the future may be restricted or eliminated. These restrictions may also limit our ability to borrow additional funds and pursue other business opportunities or strategies that we would otherwise consider to be in our best interests.

We have indebtedness in the form of convertible senior notes, which could adversely affect our financial health and our ability to respond to changes in our business.

In May 2020, we completed an offering of approximately $1.21 billion aggregate principal amount of 0.25% senior convertible notes due 2025, or 2025 Notes, which offering we refer to as the 2020 Notes Offering. In May 2023, we completed an offering of approximately $1.25 billion aggregate principal amount of 0.375% senior convertible notes due 2028, or 2028 Notes, which offering we refer to as the 2023 Notes Offering. We refer to the 2020 Notes Offering and the 2023 Notes Offering, collectively, as the Notes Offerings, and we refer to the 2025 Notes and the 2028 Notes, collectively, as the Notes. As a result of the Notes Offerings, we incurred $2.46 billion principal amount of indebtedness, the principal amount of which we may be required to pay at maturity.

Holders of the Notes will have the right to require us to repurchase their notes upon the occurrence of a fundamental change (as defined in the indenture for each of the Notes) at a purchase price equal to 100% of the principal amount of the notes to be purchased, plus accrued and unpaid interest, if any. In addition, each indenture for the Notes provides that we are required to repay amounts due under each indenture in the event that there is an event of default for the Notes that results in the principal, premium, if any, and interest, if any, becoming due prior to the maturity date for the Notes. There can be no assurance that we will be able to repay this indebtedness when due, or that we will be able to refinance this indebtedness on acceptable terms or at all.

As a result of our level of increased debt after the completion of the Notes Offerings:

- our vulnerability to adverse general economic conditions and competitive pressures will be heightened;
- we will be required to dedicate a larger portion of our cash flow from operations to interest payments, limiting the availability of cash for other purposes;
- our flexibility in planning for, or reacting to, changes in our business and industry may be more limited; and
- our ability to obtain additional financing in the future for working capital, capital expenditures, acquisitions, general corporate purposes or other purposes may be impaired.

We cannot be sure that our leverage resulting from the level of increased debt after the completion of the Notes Offerings will not materially and adversely affect our ability to finance our operations or capital needs or to engage in other business activities. In addition, we cannot be sure that additional financing will be available when required or, if available, will be on terms satisfactory to us. Further, even if we are able to obtain additional financing, we may be required to use such proceeds to repay a portion of our debt.

We may be unable to repurchase the Notes upon a fundamental change when required by the holders or repay prior to maturity any accelerated amounts due under the notes upon an event of default or redeem the Notes unless specified conditions are met under our Credit Facility, and our future debt may contain additional limitations on our ability to pay cash upon conversion, repurchase or repayment of the Notes.

Holders of the Notes will have the right to require us to repurchase their Notes upon the occurrence of a fundamental change at a purchase price equal to 100% of the principal amount of the Notes to be purchased, plus accrued and unpaid interest, if any, to, but not including, the fundamental change purchase date. In addition, each indenture for the Notes provides that we are required to repay amounts due under each indenture in the event that there is an event of default for the Notes that results in the principal, premium, if any, and interest, if any, becoming due prior to the maturity date for the Notes. In addition, upon conversion of the Notes, unless we elect to deliver solely shares of our common stock to settle such conversion (other than cash in lieu of any fractional share), we will be required to make cash payments in respect of the Notes being converted. However, we may not have enough available cash or be able to obtain financing at the time we are required to repurchase Notes surrendered upon a fundamental change or repay prior to maturity any accelerated amounts or pay cash for Notes being converted.

In addition, our ability to purchase the Notes or repay prior to maturity any accelerated amounts under the Notes upon an event of default or pay cash upon conversions of the Notes may be limited by law, by regulatory authority or by agreements governing our indebtedness outstanding at the time, including our Credit Facility. Under our Credit Facility, we are only permitted to use cash to purchase the Notes or repay prior to maturity any accelerated amounts under the Notes if we meet certain conditions that are defined under the Credit Agreement. We may not meet these conditions in the future. Our failure to repurchase Notes at a time when the repurchase is required by the respective

indenture (whether upon a fundamental change or otherwise under each indenture) or pay cash payable on future conversions of the Notes as required by the indenture would constitute a default under each indenture. A default under each indenture or the fundamental change itself could also lead to a default under agreements governing our existing or future indebtedness, including our Credit Facility. If the repayment of the related indebtedness were to be accelerated after any applicable notice or grace periods, we may not have sufficient funds to repay the indebtedness, repurchase the Notes or make cash payments upon conversions thereof.

We may still incur substantially more debt or take other actions which would intensify the risks discussed above.

We may incur substantial additional debt in the future, subject to the restrictions contained in our debt instruments, some of which may be secured debt. We are not restricted under the terms of the indentures governing the Notes from incurring additional debt, securing existing or future debt, recapitalizing our debt, or taking a number of other actions that are not limited by the terms of the indenture governing the convertible senior notes that could have the effect of diminishing our ability to make payments on the Notes when due.

The capped call transactions we entered into in connection with the pricing of the 2028 Notes may affect the value of our 2028 Notes and common stock.

In connection with the pricing of the 2028 Notes, we entered into capped call transactions, or the 2028 Capped Calls, relating to such 2028 Notes with the option counterparties. The 2028 Capped Calls relating to the 2028 Notes cover, subject to customary adjustments, the number of shares of our common stock that initially underlie the 2028 Notes. The 2028 Capped Calls are generally expected to reduce the potential dilution to stockholders upon any conversion of the 2028 Notes, and/or offset any cash payments that we are required to make in excess of the principal amount upon any conversion of the 2028 Notes, with such reduction and/or offset subject to a cap.

The option counterparties or their respective affiliates may modify their hedge positions by entering into or unwinding various derivatives with respect to our common stock and/or purchasing or selling our common stock in secondary market transactions following the pricing of the 2028 Notes, as applicable, and prior to the maturity of the 2028 Notes (and are likely to do so during any observation period related to a conversion of such Notes or following any repurchase of such notes by us on any fundamental change repurchase date or otherwise). This activity could also cause or avoid an increase or a decrease in the market price of our 2028 Notes or common stock, which could affect a holder's ability to convert its 2028 Notes and, to the extent the activity occurs during any observation period related to a conversion of the 2028 Notes, it could affect the amount and value of the consideration that a holder will receive upon conversion of such 2028 Notes.

The potential effect, if any, of these transactions and activities on the market price of the 2028 Notes or our common stock will depend in part on market conditions and cannot be ascertained at this time. Any of these activities could adversely affect the value of 2028 Notes or our common stock (and as a result, the amount and value of the consideration that a holder would receive upon the conversion of any 2028 Notes) and, under certain circumstances, a holder's ability to convert its notes.

The warrants related to the 2023 Notes and our common stock.

In connection with the sale of the 2023 Notes, we entered into warrant transactions with the option counterparties pursuant to which we sold warrants for the purchase of our common stock, or the 2023 Warrants. The 2023 Warrant transactions could separately have a dilutive effect to the extent that the market price per share of our common stock exceeds the exercise price of the 2023 Warrants, which is $49.60. We do not make any representation or prediction as to the direction or magnitude of any potential effect that the 2023 Warrants may have on our common stock. In addition, we do not make any representation that the option counterparties will engage in these transactions or that these transactions, once commenced, will not be discontinued without notice.

We are subject to counterparty risk with respect to the 2028 Capped Calls.

The option counterparties to the 2028 Capped Calls are financial institutions, and we will be subject to the risk that any or all of them may default under the 2028 Capped Calls. Our exposure to the credit risk of these counterparties is not secured by any collateral. Recent global economic conditions have resulted in the actual or perceived failure or financial difficulties of many financial institutions. If a counterparty becomes subject to insolvency proceedings, we will become an unsecured creditor in those proceedings, with a claim equal to our exposure at that time under our transactions with that option counterparty. Our exposure will depend on many factors but, generally, an increase in our exposure will be correlated to an increase in the market price and in the volatility of our common stock. In addition, upon a default by an option counterparty, we may suffer adverse tax consequences and more dilution than we currently anticipate with respect to our common stock. We can provide no assurances as to the financial stability or viability of the counterparties with respect to the 2028 Capped Calls.

Servicing our debt requires a significant amount of cash, and we may not have sufficient cash flow from our business to pay our substantial debt.

Our ability to make scheduled payments of the principal of, to pay interest on or to refinance our indebtedness, including the Notes, depends on our future financial condition and operating performance, which is subject to economic, financial, competitive and other factors beyond our control. Our business may not continue to generate cash flow from operations in the future sufficient to satisfy our obligations under the Notes, our existing indebtedness and any future indebtedness we may incur and to make necessary capital expenditures. We may not maintain a level of cash flows from operating activities sufficient to permit us to pay the principal, premium, if any, and interest on (as well as any cash due upon conversion of) our debt, including the Notes.

If we are unable to generate such cash flow, we may be required to adopt one or more alternatives, such as reducing or delaying investments or capital expenditures, selling assets, refinancing or obtaining additional equity capital on terms that may be onerous or highly dilutive. These alternative measures may not be successful and may not permit us to meet our scheduled debt servicing obligations. Further, we may need to refinance all or a portion of our debt on or before maturity, and our ability to refinance the Notes, existing indebtedness or future indebtedness will depend on the capital markets and our financial condition at such time. We may not be able to engage in any of these activities on commercially reasonable terms or at all, which could result in a default on the Notes or our current and future indebtedness.

Our Credit Facility imposes restrictions on us that may adversely affect our ability to operate our business.

Our Credit Facility contains restrictive covenants relating to our capital raising activities and other financial and operational matters which may make it more difficult for us to obtain additional capital and to pursue business opportunities, including potential acquisitions. In addition, our Credit Facility and the agreements governing the Notes each contain cross-default provisions whereby a default under one agreement would likely result in cross defaults under agreements covering other borrowings. For example, the occurrence of a default with respect to any indebtedness or any failure to repay debt when due in an amount in excess of $50.0 million, in the case of the 2025 Notes, and $50.0 million, in the case of the 2028 Notes, that causes such indebtedness to become due prior to its scheduled maturity date would cause a cross-default under the indenture governing the Notes. In addition, the occurrence of a default with respect to any indebtedness or any failure to repay debt when due in an amount in excess of $25.0 million that causes such indebtedness to become due prior to its scheduled maturity date would cause a default under our Credit Facility. The occurrence of a default under any of these borrowing arrangements would permit the holders of the Notes or the lenders under our Credit Facility to declare all amounts outstanding under those borrowing arrangements to be immediately due and payable. If the Note holders or the trustee under the indenture governing the Notes or the lenders under our Credit Facility accelerate the repayment of borrowings, we cannot assure you that we will have sufficient assets to repay those borrowings.

Conversion of the Notes will, to the extent we deliver shares upon conversion of such Notes, dilute the ownership interest of existing stockholders, including holders who had previously converted their Notes, or may otherwise depress our stock price.

The conversion of some or all of the Notes will dilute the ownership interests of existing stockholders to the extent we deliver shares upon conversion of any of the Notes. Any sales in the public market of the common stock issuable upon such conversion could adversely affect prevailing market prices of our common stock. In addition, the existence of the Notes may encourage short selling by market participants because the conversion of the Notes could be used to satisfy short positions, or anticipated conversion of the Notes into shares of our common stock could depress our stock price.

The conditional conversion feature of the Notes, if triggered, may adversely affect our financial condition and operating results.

In the event the conditional conversion feature of the Notes is triggered, holders of the Notes will be entitled to convert the Notes at any time during specified periods at their option. If one or more holders elect to convert their Notes, unless we elect to satisfy our conversion obligation by delivering solely shares of our common stock (other than cash in lieu of any fractional share), we would be required to settle a portion or all of our conversion obligation through the payment of cash, which could adversely affect our liquidity. In addition, even if holders of the Notes do not elect to convert their Notes, we could be required under applicable accounting rules to reclassify all or a portion of the outstanding principal of the Notes as a current rather than long-term liability, which would result in a material reduction of our net working capital.

The accounting method for convertible debt securities that may be settled in cash, such as the Notes, may have a material effect on our reported financial results.

If the conditional conversion feature of the Notes is triggered, holders of the Notes will be entitled to convert the Notes at any time during specified periods at their option. If one or more holders elect to convert their Notes, unless we elect to satisfy our conversion obligation by delivering solely shares of our common stock (other than by paying cash in lieu of delivering any fractional share), we may settle all or a portion of our conversion obligation in cash, which could adversely affect our liquidity. In addition, the consideration received upon the unwind or termination of the capped call transactions may not completely offset, and may be substantially less than, any cash payments in excess of the principal amount of the Notes we are required to make upon conversion of the Notes. Even if holders do not elect to convert their Notes, we could be required under applicable accounting rules to reclassify all or a portion of the outstanding principal of the Notes as a current rather than long-term liability, which would result in a material reduction of our net working capital.

The fundamental change repurchase feature of the Notes may delay or prevent an otherwise beneficial attempt to take over Dexcom.

The terms of the Notes require us to repurchase the Notes in the event of a fundamental change. A takeover of Dexcom would trigger an option of the holders of the Notes to require us to repurchase the Notes. In addition, if a make-whole fundamental change occurs prior to the maturity date of the Notes, we will in some cases be required to increase the conversion rate for a holder that elects to convert its Notes in connection with such make-whole fundamental change. Furthermore, each indenture for the Notes prohibits us from engaging in certain mergers or acquisitions unless, among other things, the surviving entity assumes our obligations under the notes. These and other provisions of each indenture may have the effect of delaying or preventing a takeover of Dexcom.

Risks Related to Environmental, Social and Governance Matters

Environmental, social and governance, or ESG, regulations, policies and provisions could expose us to numerous risks.

Increasingly, regulators, customers, investors, employees and other stakeholders are focusing on ESG matters and related disclosures. These changing rules, regulations and stakeholder expectations have resulted in, and are likely to continue to result in, increased general and administrative expenses and increased management time and attention spent complying with or meeting such regulations and expectations. For example, collecting, measuring and reporting ESG-related data and information is subject to evolving reporting standards, including the SEC's proposed climate-related reporting requirements, and similar proposals by other international regulatory bodies. For example, in 2023, California passed three separate climate bills governing disclosure of greenhouse gas emissions data, climate-related financial risks, and details around emissions-related claims and carbon offsets. In addition, a number of our customers who are payors or distributors have adopted, or may adopt, procurement policies that include ESG provisions that their suppliers or manufacturers must comply with, or they may seek to include such provisions in their terms and conditions. An increasing number of participants in the medical device industry are also joining voluntary ESG groups or organizations, such as the Responsible Business Alliance. These ESG provisions and initiatives are subject to change, can be unpredictable, and may be difficult and expensive for us to comply with, given the complexity of our supply chain and the outsourced manufacturing of certain components of our products. If we are unable to comply, or are unable to cause our suppliers to comply, with such policies or provisions, a customer may stop purchasing products from us, and may take legal action against us, which could harm our reputation, revenue and results of operations.

Our business could be negatively impacted by evolving expectations and challenges relating to implementing ESG initiatives, setting ESG-related goals, collecting ESG-related data, and disclosing ESG-related information.

We may communicate certain initiatives and goals regarding ESG-related matters in our SEC filings or in other public disclosures. These ESG-related initiatives and goals could be difficult and expensive to implement, the technologies needed to implement them may not be cost effective and may not advance at a sufficient pace, and we could be criticized for the accuracy, adequacy or completeness of the disclosure. Further, statements about our ESG-related initiatives and goals, and progress against those goals, may be based on standards for measuring progress that are still developing, internal controls and processes that continue to evolve, and assumptions that are subject to change in the future. In addition, we could be criticized for the scope or nature of such initiatives or goals, or for any revisions to these goals. If our ESG-related data, processes and reporting are incomplete or inaccurate, or if we fail to achieve progress with respect to our ESG-related goals on a timely basis, or at all, our reputation, business, financial performance and growth could be adversely affected.

Climate change may have a long-term impact on our business.

While we seek to partner with organizations that mitigate their business risks associated with climate change, we recognize that there are inherent risks related to climate change wherever business is conducted. Access to clean water and reliable energy in the communities where we conduct our business, whether for our offices or for our vendors, is a priority. Our manufacturing sites in California, Arizona and Malaysia and our operations in the Philippines are vulnerable to climate change effects. For example, in California and Arizona, increasing intensity of droughts throughout the states and annual periods of wildfire danger increase the probability of planned and unplanned power outages in the communities where we work and live. While this danger has a low-assessed risk of disrupting normal business operations, it has the potential impact on employees' abilities to commute to work or to work from home and stay connected effectively. Climate-related events, including the increasing frequency of extreme weather events and their impact on the U.S., the Philippines, Malaysia and other major regions' critical infrastructure, have the potential to disrupt our business, our third-party suppliers, and/or the business of our customers, and may cause us to experience higher attrition, losses, and additional costs to maintain or resume operations.

We may be liable for contamination or other harm caused by materials that we handle, and changes in environmental regulations could cause us to incur additional expense.

Our research and development and clinical processes involve the handling of potentially harmful biological materials as well as hazardous materials. We are subject to international and domestic (including federal, state and local) laws, rules and regulations governing the use, handling, storage and disposal of hazardous and biological materials and we incur expenses relating to compliance with these laws and regulations. If violations of environmental, health and safety laws occur, we could be held liable for damages, penalties and costs of remedial actions. These expenses or this liability could have a significant negative impact on our financial condition. We may violate environmental, health and safety laws in the future as a result of human error, equipment failure or other causes. Environmental laws could become more stringent over time, imposing greater compliance costs and increasing risks and penalties associated with violations. We are subject to potentially conflicting and changing regulatory agendas of political, business and environmental groups. Changes to or restrictions on permitting requirements or processes, hazardous or biological material storage or handling might require unplanned capital investment or relocation. Failure to comply with new or existing laws or regulations could harm our business, financial condition and results of operations.

General Risk Factors

Current uncertainty in domestic and global economic and political conditions makes it particularly difficult to predict product demand and other related matters and makes it more likely that our actual results could differ materially from expectations.

Our operations and performance depend on worldwide economic and political conditions. These conditions have been adversely impacted by continued global economic uncertainty, political instability and military hostilities in multiple geographies, monetary and financial uncertainties in Europe and other foreign countries, global health pandemics, rising interest rates, and domestic and global inflationary trends. These include potential reductions in the overall stability and suitability of the Euro as a single currency, given the economic and political challenges facing individual Eurozone countries. These conditions have made and may continue to make it difficult for our customers and potential customers to afford our products, and could cause our customers to stop using our products or to use them less frequently. If that were to occur, our revenue may decrease and our performance may be negatively impacted. In addition, the pressure on consumers to absorb more of their own health care costs has resulted in some cases in higher deductibles and limits on durable medical equipment, which may cause seasonality in purchasing patterns. Furthermore, during economic uncertainty, our customers have had job losses and may continue to have issues gaining timely access to sufficient health insurance or credit, which could result in their unwillingness to purchase products or impair their ability to make timely payments to us. A recession, depression or other sustained adverse market event could materially and adversely affect our business and the value of our common stock.

We cannot predict the reoccurrence of any economic slowdown or the strength or sustainability of the economic recovery, worldwide, in the United States, or in our industry. These and other economic factors could have a material adverse effect on our business, financial condition and results of operations.

We may be adversely affected by the effects of inflation.

Inflation has the potential to adversely affect our liquidity, business, financial condition and results of operations by increasing our overall cost structure. The existence of inflation in the economy has resulted in, and may continue to

result in, higher interest rates and capital costs, supply shortages, increased costs of labor, components, manufacturing and shipping, as well as weakening exchange rates and other similar effects. As a result of inflation, we have experienced and may continue to experience cost increases. Although we may take measures to mitigate the effects of inflation, if these measures are not effective, our business, financial condition, results of operations and liquidity could be materially adversely affected. Even if such measures are effective, there could be a difference between the timing of when these beneficial actions impact our results of operations and when the cost of inflation is incurred.

If we are unable to successfully maintain effective internal control over financial reporting, investors may lose confidence in our reported financial information and our stock price and our business may be adversely impacted.

As a public company, we are required to maintain internal control over financial reporting and our management is required to evaluate the effectiveness of our internal control over financial reporting as of the end of each fiscal year. If we are not successful in maintaining effective internal control over financial reporting, there could be inaccuracies or omissions in the consolidated financial information we are required to file with the SEC. Additionally, even if there are no inaccuracies or omissions, we will be required to publicly disclose the conclusion of our management that our internal control over financial reporting or disclosure controls and procedures are not effective. These events could cause investors to lose confidence in our reported financial information, adversely impact our stock price, result in increased costs to remediate any deficiencies, attract regulatory scrutiny or lawsuits that could be costly to resolve and distract management's attention, limit our ability to access the capital markets or cause our stock to be delisted from The Nasdaq Stock Market or any other securities exchange on which it is then listed.

Changes in financial accounting standards or practices or existing taxation rules or practices may cause adverse unexpected revenue and/or expense fluctuations and affect our reported results of operations.

A change in accounting standards or practices or a change in existing taxation rules 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 taxation rules and varying interpretations of accounting pronouncements and taxation practice have occurred and may occur in the future. The method in which we market and sell our products may have an impact on the manner in which we recognize revenue. In addition, changes to existing rules or the questioning of current practices may adversely affect our reported financial results or the way we conduct our business. Additionally, changes to existing accounting rules or standards, such as the potential requirement that U.S. registrants prepare financial statements in accordance with International Financial Reporting Standards, may adversely impact our reported financial results and business, and may further require us to incur greater accounting fees.

If our financial performance fails to meet the expectations of investors and public market analysts, the market price of our common stock could decline.

Our revenues and operating results may fluctuate significantly from quarter to quarter. We believe that period-to-period comparisons of our operating results may not be meaningful and should not be relied on as an indication of our future performance. If quarterly revenues or operating results fall below the expectations of investors or public market analysts, the trading price of our common stock could decline substantially. Factors that might cause quarterly fluctuations in our operating results include:

- our inability to manufacture an adequate supply of product at appropriate quality levels and acceptable costs;
- possible delays in our research and development programs or in the completion of any clinical trials;
- a lack of acceptance of our products in the marketplace by physicians and people with diabetes;
- the inability of customers to receive reimbursements from third-party payors;
- the purchasing patterns of our customers, including as a result of seasonality;
- failures to comply with regulatory requirements, which could lead to withdrawal of products from the market;
- our failure to continue the commercialization of any of our CGM systems;
- competition;
- inadequate financial and other resources; and
- global political and economic conditions, political instability and military hostilities.

ITEM 1B - UNRESOLVED STAFF COMMENTS

None.

ITEM 1C - CYBERSECURITY

Risk Management and Strategy

We have processes in place for assessing, identifying, and managing material risks from cybersecurity threats, which are integrated into our overall enterprise risk management processes. The processes for assessing, identifying and managing material risks from cybersecurity threats, including threats associated with our use of third-party service providers, include identifying the relevant assets that could be affected, determining possible threat sources and threat events, assessing threats based on their potential likelihood and impact, and identifying controls that are in place or necessary to manage and/or mitigate such risks.

We have established cybersecurity and privacy programs to maintain the confidentiality, integrity, availability, and privacy of protected information and ensure compliance with relevant security/privacy regulations, contractual requirements, and industry-standard frameworks. Our cybersecurity program includes annual review and assessment by external, independent third parties, who certify and report on these programs. For example, our Information Security Management System (ISMS) is certified as being in conformity with ISO/IEC 27001 by SRI Quality System Registrar. We maintain cybersecurity and privacy policies and procedures in accordance with industry-standard control frameworks and applicable regulations, laws, and standards. All corporate cybersecurity policies are reviewed and approved by senior leadership at least annually as part of our ISMS.

Our cybersecurity controls, which are the mechanisms in place to prevent, detect and mitigate threats in accordance with our policies and procedures, are based on the regulatory requirements to which we are subject and are monitored and tested both internally and externally by third parties at least annually. These controls include regular system updates and patches, employee training on cybersecurity and privacy requirements, incident reporting, and the use of encryption to secure sensitive information. In addition, we also regularly perform phishing tests of our employees and update our training plan at least annually. We maintain business continuity and disaster recovery capabilities to mitigate interruptions to critical information systems and/or the loss of data and services from the effects of natural or man-made disasters to Dexcom locations. We also provide annual privacy and security training for all employees. Our security training incorporates awareness of cyber threats (including but not limited to malware, ransomware and social engineering attacks), password hygiene, incident reporting process, as well as physical security best practices.

In the last three fiscal years, we have not experienced any material cybersecurity incidents and the expenses we have incurred from security incidents were immaterial. As a result, we do not believe that risks from cybersecurity threats, including as a result of any previous cybersecurity incidents, have materially affected us, our results of operations and financial condition. However, as discussed under “Risk Factors” in Part I, Item 1A of this Annual Report, cybersecurity threats pose multiple risks to us, including potentially to our results of operations and financial condition. See “Risk Factors — Risks Related to Privacy and Security.” As cybersecurity threats become more frequent, sophisticated and coordinated, it is reasonably likely that we will be required to expend greater resources to continue to modify and enhance our protective measures as we pursue our strategy that includes developing and commercializing products that integrate our CGM technologies into insulin delivery systems or data platforms of our partners. The technology integration and cloud-based depository platforms we continue to focus on can make us more vulnerable to cybersecurity threats, thereby making our pursuit of such strategies more costly.

Governance

Our Board of Directors is responsible for exercising oversight of management’s identification and management of, and planning for, risks from cybersecurity threats. While the full Board has overall responsibility for risk oversight, the Board has delegated oversight responsibility related to risks from cybersecurity threats to the Board’s Technology Committee. The Technology Committee reports to the Board as necessary with respect to its activities, including making such reports and recommendations to the Board and its other committees as necessary and appropriate and consistent with its purpose, described below.

The Technology Committee, comprised of independent Board members, is responsible for reviewing cybersecurity, privacy, data protection and other major technology risk exposures of the Company, the steps management has taken to monitor and control such exposures, and the Company’s compliance with applicable cybersecurity and data privacy laws and industry standards. These reviews are provided at least quarterly. The Technology Committee receives management updates and reports, primarily through the Company’s Cybersecurity and Privacy Committee,

a multidisciplinary team responsible for the overall governance, decision-making, risk management, awareness and compliance for cybersecurity and privacy activities across the Company.

The Cybersecurity and Privacy Committee is co-chaired by our Information Security Officer (ISO), Product Security Officer (PSO), and Chief Privacy Officer (CPO), and its members include executive officers of the Company, including our Chief Technology Officer, Chief Financial Officer, Chief Information Officer, and Chief Legal Officer, as well as representatives from the finance, internal audit, quality, regulatory, and legal teams. Management's role in assessing and managing the material risks from cybersecurity threats is accomplished primarily through the committee.

Members of the Cybersecurity and Privacy Committee have broad ranges of expertise and experience in information technology and security. Our ISO, a co-chair of the committee, has over fifteen years of experience in the field of information security management, having previously led security operations and infrastructure and IT functions for a public university campus and a non-profit organization, and holds several licenses and certifications relating to information security, including a Certified Information Systems Security Manager from the Information Systems Audit and Control Association (ISACA), a Certified Information Systems Security Professional (CISSP) from the International Information Security System Security Certification Consortium (ISC2) and several technical cybersecurity certifications from the Global Information Assurance Certification (GIAC). Our PSO, also a co-chair of the committee, has over twenty-five years of previous experience in cyber security architecture and cyber security management for a number of large Fortune 500 technology companies and holds several certifications including CISSP from the International Information Security System Security Certification Consortium , C-CISO from EC-Council, Numerous certifications from Microsoft, CISCO, Juniper, Checkpoint among others and has completed several advanced GIAC security classes from the SANS Institute.

Our ISO reports directly to our Senior Vice President, Chief Information Officer (CIO), who is a member of the committee. He has held this role at Dexcom since 2021, having previously served as our Senior Vice President, Information Technology since 2018 and Vice President, Information Technology from 2016 to 2018. Our CIO also has a wide range of experience within global organizations in the field of information technology, including having served in various IT leadership roles at CareFusion, a Becton Dickinson Company, from 2012 to 2016, and ResMed in San Diego from 2007 to 2012. He holds a Bachelor of Engineering in Mechanical Engineering and a Master of Industrial Engineering. Our PSO reports directly to our Executive Vice President, Chief Technology Officer (CTO), who is also a member of the committee. Our CTO has held this role since 2022 and has 25 years of experience spanning consumer electronics, data storage, IoT and broadband industries. From 2011 to 2022 he worked at Technicolor (now known as Vantiva), most recently serving as Chief Technology Officer and General Manager of the Broadband Business Division. In addition to an MBA, he holds a Master of Science in Mechanical Engineering and a Bachelor of Mechanical Engineering.

The prevention, detection, mitigation and remediation of cybersecurity incidents at Dexcom is accomplished pursuant to various policies, procedures and processes, including incident response plans and the cybersecurity and privacy programs and controls described above under "Risk Management and Strategy." These measures include escalation protocols through which the Cybersecurity and Privacy Committee is informed about cybersecurity and incidents by our ISO and PSO, who are informed through our business units. As described above, members of the Cybersecurity and Privacy Committee provide updates to the Technology Committee of the Board on a regular basis, and the full Board receives updates from the Technology Committee. In addition, there are protocols in place for immediate escalation in the event of any cybersecurity issues or developments that may require consideration between regularly scheduled Technology Committee or Board meetings.

ITEM 2 - PROPERTIES

We lease real property to support our business, including manufacturing, research and development, sales, marketing and administration. We believe our facilities are suitable and adequate for our current and near-term needs, and that we will be able to locate additional facilities as needed. The following table sets forth the locations of our manufacturing facilities:

Location	Lease Expiration Dates
San Diego, California	2028 [1]
Mesa, Arizona	2030 [2]
Penang, Malaysia	2082 [3]

[1] Excludes renewals that would be at our option to extend the term of a lease expiring in 2028 for one additional three to five-year term.

[2] Excludes renewals that would be at our option to extend the term of a lease expiring in 2028 for four additional five-year terms and also excludes renewals that would be at our option to extend the term of a lease expiring in 2030 for two additional five-year terms.

[3] Represents 60-year land leases with the state authority expiring at varying dates through 2082.

Our headquarters, research and development, and certain of our manufacturing operations are located in San Diego, California. We also lease various manufacturing, administrative, warehouse and customer support real properties throughout the world.

As of December 31, 2023, we had approximately 65,900 square feet of laboratory space and approximately 155,700 square feet of controlled environment rooms.

In 2023, we completed the initial phase of construction of our new facility in Malaysia and commenced commercial manufacturing. We are also expanding our facility in Mesa, Arizona to scale up manufacturing capacity.

ITEM 3 - LEGAL PROCEEDINGS

We are subject to various claims, complaints and legal actions that arise from time to time in the normal course of business, including commercial insurance, product liability, intellectual property and employment related matters. In addition, from time to time we may bring claims or initiate lawsuits against various third parties with respect to matters arising out of the ordinary course of our business, including commercial and employment related matters.

Since June 2021, we and certain Abbott Diabetes Care, Inc. (“Abbott”) entities have served patent infringement complaints against each other in multiple jurisdictions against certain continuous glucose monitoring products of each company.

In June 2021, we initiated patent infringement litigation against Abbott in the United States (U.S.D.C., Western District of Texas) and Germany (National Court (“N.C.”) in Mannheim). In May 2023, we filed additional patent infringement actions in Germany (N.C. in Munich). In July and August 2023, we initiated patent infringement litigation in the United Patent Court (“UPC”) (Paris & Munich) and in Spain (Commercial Courts of Barcelona). In October and November 2023, we initiated patent infringement litigation in Germany (N.C. in Munich) and in the UPC (Paris & Munich). In January 2024, we initiated patent infringement litigation in Germany (N.C. in Hamburg).

In July 2021, one day after we initiated litigation in the U.S.D.C., Western District of Texas, Abbott initiated patent infringement litigation against Dexcom in the United States (U.S.D.C., Delaware (“D1”)). Shortly thereafter, Abbott filed additional patent infringement litigation actions in the United Kingdom (Business and Property Courts of England and Wales) and Germany (N.C. in Mannheim and Dusseldorf).

In response to the lawsuits initiated by Abbott in the United Kingdom, Dexcom also filed patent infringement counterclaims in the Business and Property Courts of England and Wales. Three trials on liability have already been conducted in the United Kingdom. On October 18, 2023, judgment was handed down in favor of Dexcom in one of these trials. On January 15, 2024, judgment was handed down invalidating both Abbott and Dexcom’s patents in another one of these trials. The parties are awaiting rulings on the remaining trial. Dexcom and Abbott sought injunctive relief and monetary damages as a result of their respective claims.

In December 2021, Abbott filed a breach of contract lawsuit against Dexcom in the United States (U.S.D.C., District of Delaware) alleging that Dexcom breached the parties' Settlement and License Agreement dated July 2, 2014 (“SLA”). The U.S.D.C., District of Delaware consolidated Abbott’s breach of contract lawsuit with Dexcom’s patent infringement lawsuit which had been transferred from the U.S.D.C., Western District of Texas (“D3”). Dexcom asserted counterclaims that Abbott also breached the SLA. A jury trial on Abbott’s breach of contract claims commenced on July 10, 2023. On July 14, 2023, the jury verdict determined that Abbott was not licensed to thirteen claims of certain Dexcom patents and that Abbott was licensed to five claims. In April 2022, Abbott initiated the inter partes review (“IPR”) process on the asserted claims of Dexcom’s patents in D3. The U.S. Patent and Trademark Office (the “PTO”) denied institution of one of Dexcom’s patents and instituted IPR on the other four. Ultimately, in November 2023, the PTO issued its Final Written Decision, upholding claims of two Dexcom patents to be patentable, which cover factory calibration and certain alarms and alerts, and two to be unpatentable, which cover certain sensor code and sensor configurations. We will continue to enforce the remaining claims of the patents asserted in Delaware with trial set for February 2025.

In February 2023, Abbott filed patent infringement litigation against us in Germany (N.C. in Hamburg and Munich). In March 2023, Abbott filed a patent infringement litigation in the United States (U.S.D.C., Delaware (“D4”)) and we filed counterclaims for patent infringement in that action in June 2023. In June 2023, Abbott filed patent infringement litigation actions in the United Kingdom (Business and Property Courts of England and Wales). In response to the lawsuits initiated by Abbott in the United Kingdom, Dexcom also filed patent infringement counterclaims in that jurisdiction.

Abbott’s patent infringement action, “D1", against Dexcom is currently scheduled for trial in the U.S.D.C., District of Delaware on March 11, 2024. In the lead up to trial, the U.S.D.C., District of Delaware invalidated one of Abbott’s patents on factory calibration and Abbott dropped four other patents from the litigation. The claims currently being litigated are isolated to the inserter mechanism and the wearable seal and mount of Dexcom’s G6.

Commencing in January 2024, Abbott has several patent infringement hearings against Dexcom in Germany (N.C. in Hamburg and Munich) wherein Abbott is seeking damages and injunctive relief. On January 31, 2024, the Court in Munich in two such hearings provided Dexcom additional time to brief certain issues Abbott raised late in the proceedings, thus postponing a decision in both proceedings until May 2024. In March and April of 2024, Dexcom has several patent infringement hearings in the N.C. in Mannheim and Munich against Abbott, wherein Dexcom is seeking damages and injunctive relief. Dexcom has hearings in May and June 2024 in its first two proceedings in the UPC and in July 2024 in the N.C. in Munich.

Due to uncertainty surrounding patent litigation procedures initiated by Dexcom and Abbott throughout multiple jurisdictions, we are unable to reasonably estimate the ultimate outcome of any of the litigation matters at this time. We intend to protect our intellectual property and defend against Abbott’s claims vigorously in all of these actions.

We do not believe we are party to any other currently pending legal proceedings, the outcome of which could have a material adverse effect on our business, financial condition, or results of operations. There can be no assurance that existing or future legal proceedings arising in the ordinary course of business or otherwise will not have a material adverse effect on our business, financial condition, or results of operations.

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

Market Information for Common Stock

Our common stock is traded on the Nasdaq Global Select Market under the symbol "DXCM."

Stockholders

We had approximately 35 stockholders of record as of February 1, 2024. The number of beneficial owners of our common stock at that date was substantially greater than the number of record holders because a large portion of our common stock is held of record through brokerage firms in "street name."

Dividend Policy

We have never declared or paid any cash dividends on our capital stock. We currently intend to retain any future earnings to finance the operation and expansion of our business, and we do not expect to declare or pay any dividends in the foreseeable future.

Recent Sales of Unregistered Securities

In connection with the accelerated share repurchase agreement with Bank of America, N.A., we issued 6,325 shares of our common stock in December 2023 in a private placement exempt from the registration requirements of the Securities Act in reliance on the exemption set forth in Section 4(a)(2) of the Securities Act.

There were no other unregistered sales of equity securities which have not been previously disclosed in a quarterly report on Form 10-Q or a current report on Form 8-K during the last three fiscal years ended December 31, 2023.

Purchases of Equity Securities by the Issuer and Affiliated Purchasers

On October 24, 2023, our Board of Directors authorized and approved a share repurchase program of up to $500.0 million of our outstanding common stock, with a repurchase period ending no later than October 31, 2024 ("2023 Share Repurchase Program"). Under the 2023 Share Repurchase Program, on October 31, 2023, we entered into an accelerated share repurchase agreement ("2023 ASR") with Bank of America, N.A. ("BofA") to repurchase shares of our common stock in an aggregate notional amount of up to $500.0 million.

See Note 9 "Employee Benefit Plans and Stockholders' Equity" to the consolidated financial statements in Part II, Item 8 of this Annual Report on Form 10-K for additional information about our share repurchases during the year ended December 31, 2023.

The following table provides information about purchases by us of our shares of common stock during the three months ended December 31, 2023:

Period	Total number of shares purchased	Average price paid per share	Total number of shares purchased as part of publicly announced program	Maximum dollar value of shares that may yet be purchased under the program (in millions)
10/01/2023 - 10/31/2023	4,710,870	[1]	4,710,870	$ 100.0
11/01/2023 - 11/30/2023	—	$ —	—	$ 100.0
12/01/2023 - 12/31/2023	—	[1]	—	$ —

[1] Pursuant to the terms of the 2023 ASR, in October 2023, we paid BofA $500.0 million in cash and received an initial delivery of approximately 4.7 million shares of our common stock based on the closing market price on October 30, 2023 of $84.91. This initial delivery of shares represented approximately 80% of the notional amount of the 2023 ASR. On December 14, 2023, the 2023 ASR was settled. Based on the volume-weighted average price of our common stock, less a discount, of $106.28 during the term of the 2023 ASR, we owed BofA 6,325 shares of common stock. We elected to settle the forward contract by issuing 6,325 treasury shares on December 15, 2023 to BofA.

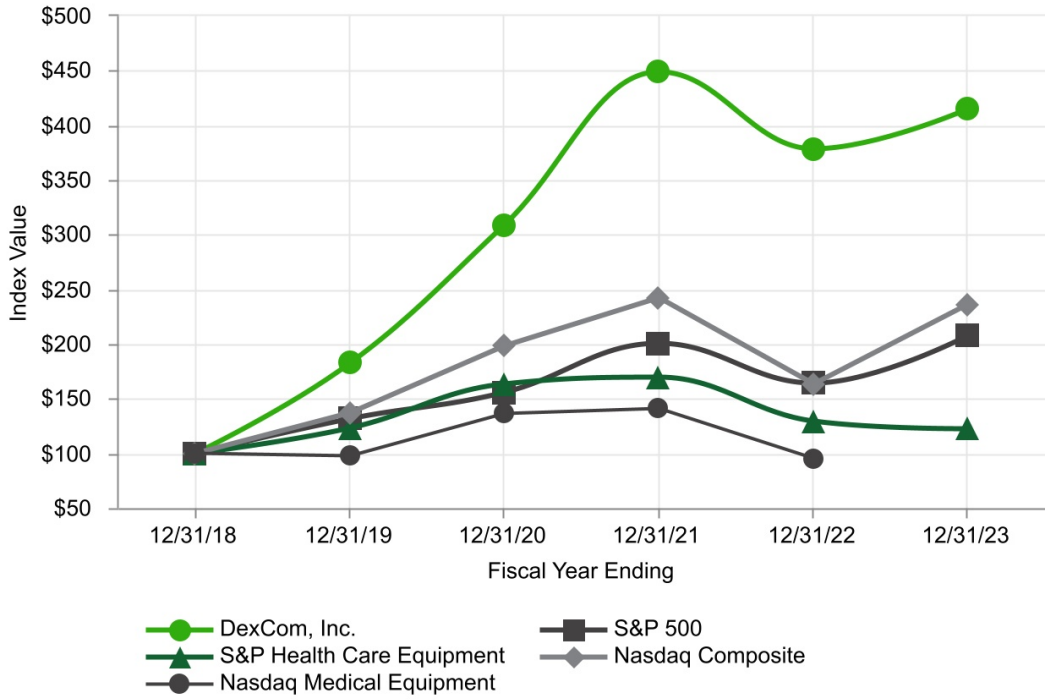
Company Stock Price Performance

Our 2022 Annual Report on Form 10-K included a comparison of the 5-year cumulative total return of our common stock with the Nasdaq Composite index and the Nasdaq Medical Equipment index. As a result of the discontinuation of the Nasdaq Medical Equipment index in 2022, we believe that the S&P Health Care Equipment Select Industry index is a more appropriate index for comparison of our stock performance. Accordingly, the graph below compares the cumulative total stockholder return on our common stock with the cumulative total returns on the Nasdaq Composite index, the Nasdaq Medical Equipment index, the S&P Health Care Equipment Select Industry index, and the S&P 500 index over the five-year period ended December 31, 2023.

The graph assumes that $100 was invested in Dexcom common stock and in each of the other indices on December 31, 2018 and that all dividends were reinvested. The comparisons in the graph below are based on historical data and are not intended to forecast the possible future performance of Dexcom's common stock.

The graph below and related information shall not be deemed "soliciting material" or be deemed to be "filed" with the SEC, nor shall such information be incorporated by reference into any future filing, except to the extent that we specifically incorporate it by reference into such filing.

COMPARISON OF FIVE-YEAR CUMULATIVE TOTAL RETURN*
AMONG DEXCOM, INC., THE S&P 500, THE S&P HEALTH CARE EQUIPMENT, THE NASDAQ COMPOSITE INDEX, AND THE NASDAQ MEDICAL EQUIPMENT INDEX



* $100 invested on December 31, 2018 in stock or index, including reinvestment of any dividends.

	December 31, 2018	December 31, 2019	December 31, 2020	December 31, 2021	December 31, 2022	December 31, 2023
DexCom, Inc.	$ 100.00	$ 182.59	$ 308.61	$ 448.21	$ 378.10	$ 414.32
S&P 500	$ 100.00	$ 131.49	$ 155.68	$ 200.37	$ 164.08	$ 207.21
S&P Health Care Equipment	$ 100.00	$ 122.72	$ 163.40	$ 169.11	$ 129.60	$ 122.26
Nasdaq Composite	$ 100.00	$ 136.69	$ 198.10	$ 242.03	$ 163.28	$ 236.17
Nasdaq Medical Equipment	$ 100.00	$ 97.52	$ 136.07	$ 140.62	$ 94.93	

ITEM 6 - [RESERVED]

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

This document, including the following Management's Discussion and Analysis of Financial Condition and Results of Operations, contains forward-looking statements that are not purely historical regarding Dexcom's or its management's intentions, beliefs, expectations and strategies for the future. These forward-looking statements fall within the meaning of the federal securities laws that relate to future events or our future financial performance. In some cases, you can identify forward-looking statements by terminology such as "may," "will," "expect," "plan," "anticipate," "believe," "estimate," "intend," "potential" or "continue" or the negative of these terms or other comparable terminology. Forward-looking statements are made as of the date of this report, deal with future events, are subject to various risks and uncertainties, and actual results could differ materially from those anticipated in those forward looking statements. The risks and uncertainties that could cause actual results to differ materially are more fully described under "Risk Factors" in Part I, Item 1A of this Annual Report, elsewhere in this Annual Report, and in our other reports filed with the SEC. We assume no obligation to update any of the forward-looking statements after the date of this report or to conform these forward-looking statements to actual results. You should read the following discussion and analysis together with our consolidated financial statements and related notes in Part II, Item 8 of this Annual Report.

Overview

Who We Are

We are a medical device company primarily focused on the design, development and commercialization of continuous glucose monitoring, or CGM, systems for the management of diabetes by patients, caregivers, and clinicians around the world.

We received approval from the Food and Drug Administration, or FDA, and commercialized our first product in 2006. We launched our latest generation systems, the Dexcom G6® integrated Continuous Glucose Monitoring System, or G6, in 2018 and more recently received marketing clearance from the FDA on the Dexcom G7®, or G7, in December 2022.

Unless the context requires otherwise, the terms "we," "us," "our," the "company," or "Dexcom" refer to DexCom, Inc. and its subsidiaries.

Global Presence

We have built a direct sales organization in North America and certain international markets to call on health care professionals, such as endocrinologists, physicians and diabetes educators, who can educate and influence patient adoption of continuous glucose monitoring. To complement our direct sales efforts, we have entered into distribution arrangements in North America and several international markets that allow distributors to sell our products.

Future Developments

Product Development: We plan to develop future generations of technologies that are focused on improved performance and convenience and that will enable intelligent insulin administration. Over the longer term, we plan to continue to develop and improve networked platforms with open architecture, connectivity and transmitters capable of communicating with other devices. We also intend to expand our efforts to accumulate CGM patient data and metrics and apply predictive modeling and machine learning to generate interactive CGM insights that can inform patient behavior.

Partnerships: We also continue to pursue and support development partnerships with insulin pump companies and companies or institutions developing insulin delivery systems, including automated insulin delivery systems.

New Opportunities: We are also exploring how to extend our offerings to other opportunities, including for people with Type 2 diabetes that are non-insulin using, people with pre-diabetes, people who are obese, people who are pregnant, and people in the hospital setting. Eventually, we may apply our technological expertise to products beyond glucose monitoring.

Critical Accounting Estimates

The discussion and analysis of our financial condition and results of operations are based on our consolidated financial statements, which we have prepared in accordance with U.S. GAAP. The preparation of these consolidated financial statements requires us to make estimates and assumptions that affect the reported amounts of assets and liabilities and the disclosure of contingent assets and liabilities at the date of the consolidated financial statements as well as the reported revenue and expenses during the reporting periods. On an ongoing basis, we evaluate our estimates and judgments. We base our estimates on historical experience and on various other factors that we believe are reasonable under the circumstances, the results of which form the basis for making judgments about the carrying value of assets and liabilities that are not readily apparent from other sources. Actual results may differ from these estimates under different assumptions or conditions.

While our significant accounting policies are described in Note 1 “Organization and Significant Accounting Policies” to the consolidated financial statements in Part II, Item 8 of this Annual Report on Form 10-K, we believe that the following accounting estimates are most critical to a full understanding and evaluation of our reported financial results. Members of our senior management have discussed the development and selection of these critical accounting estimates and their disclosure in this Annual Report on Form 10-K with the Audit Committee of our Board of Directors.

Pharmacy Rebates

We estimate provisions for pharmacy rebates based on contractual arrangements, estimates of products sold subject to rebate, known events or trends and channel inventory data. Estimates associated with rebates on products sold through our distributors under pharmacy benefits are the most significant component of our variable consideration estimates and most at risk for material adjustment because of the time delay between the recording of the provision and its ultimate settlement, an interval that generally ranges from 30 to 90 days, but can last up to one year. Due to this time lag, in any given period, our adjustments to reflect actual amounts can incorporate changes of estimates related to prior periods.

Historically, adjustments to these estimates to reflect actual results or updated expectations, have not been material to our overall business and generally have been less than 1% of revenue. An increase or decrease of 1% in our estimate of products sold subject to rebate during 2023, holding all other assumptions constant, would increase or decrease revenue by approximately $22.9 million.

For more information, see *Revenue Recognition* in Note 1 “Organization and Significant Accounting Policies” to the consolidated financial statements in Part II, Item 8 of this Annual Report on Form 10-K.

Excess and Obsolete Inventory

We assess the value of our inventory on a quarterly basis and write down those inventories based on quality control testing data, obsolescence, or in excess of our forecasted demand to the lower of their cost or net realizable value. Our estimates of forecasted demand are based upon our analysis and assumptions including, but not limited to, expected product lifecycles, product development plans and historical usage by product. If actual market conditions are less favorable than our forecasts, or actual demand from our customers is lower than our estimates, we may be required to record additional inventory write-downs. If actual market conditions are more favorable than anticipated, inventory previously written down may be sold, resulting in lower cost of sales and higher income from operations than expected in that period.

Income Taxes

We estimate our income taxes based on the various jurisdictions where we conduct business. Significant judgment is required in determining our worldwide income tax provision. The calculation of our tax liabilities involves dealing with uncertainties in the application of complex tax laws and regulations and the potential for future adjustment of our uncertain tax positions by the Internal Revenue Service or other taxing jurisdictions. While we believe we have appropriate support for the positions taken on our tax returns, we regularly assess the potential outcomes of examinations by tax authorities in determining the adequacy of our provision for income taxes. We continually assess the likelihood and amount of potential adjustments and adjust the income tax provision, income taxes payable, and deferred taxes in the period in which the facts that give rise to a revision become known.

We use the asset and liability approach to recognize deferred tax assets and liabilities for the expected future tax consequences of temporary differences between the carrying amounts and the tax basis of assets and liabilities as described in Note 1 “Organization and Significant Accounting Policies” to the consolidated financial statements in Part II, Item 8 of this Annual Report. Significant judgment is required to evaluate the need for a valuation allowance against deferred tax assets. A valuation allowance is established when it is more likely than not that some or all of the deferred tax assets will not be realized. Realization of deferred tax assets is dependent upon future earnings in applicable tax jurisdictions. We maintain a valuation allowance on our California research and development tax credits and certain foreign intangible assets, as it is more likely than not that those deferred tax assets will not be realized.

We recognize and measure benefits for uncertain tax positions using a two-step approach as described in Note 1 “Organization and Significant Accounting Policies” to the consolidated financial statements in Part II, Item 8 of this Annual Report. Significant judgment is required to evaluate uncertain tax positions and is based upon a number of factors, including changes in facts or circumstances, changes in tax law, correspondence with tax authorities during the course of audits and effective settlement of audit issues. Changes in the recognition or measurement of uncertain tax positions could result in material increases or decreases in our income tax expense in the period in which we make the change, which could have a material impact on our effective tax rate and operating results.

Loss Contingencies

We are subject to certain legal proceedings, as well as demands, claims and threatened litigation that arise in the normal course of our business. We review the status of each significant matter quarterly and assess our potential financial exposure. Significant judgment is required in the determination of whether a potential loss is probable, reasonably possible, or remote as well as in the determination of whether a potential exposure is reasonably estimable. We base our judgments on the best information available at the time. As additional information becomes available, we reassess the potential liability related to our pending claims and litigation and may revise our estimates. Any revision of our estimates of potential liability could have a material impact on our financial position and operating results.

Overview of Financial Results

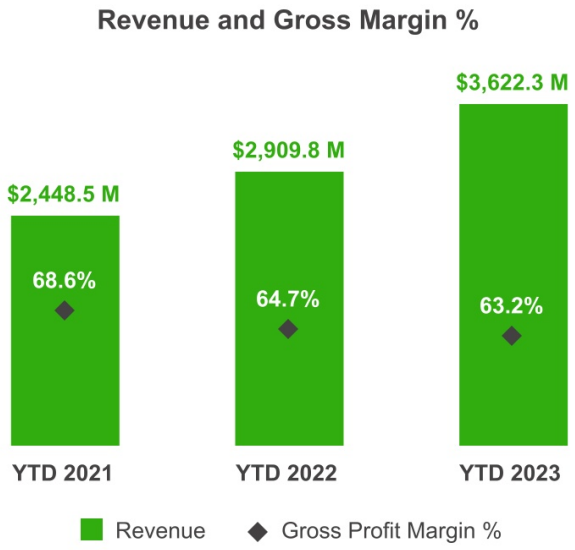
The most important financial indicators that we use to assess our business are revenue, gross profit, operating income, net income, and operating cash flow.

Key Highlights for fiscal 2023 include the following:

Revenue	Gross Profit	Operating Income	Net Income	Operating Cash Flow
$3.62 billion	**$2.29 billion**	**$597.7 million**	**$541.5 million**	**$748.5 million**
up 24% from 2022	up 22% from 2022	up 53% from 2022	up 59% from 2022	up 12% from 2022

We ended fiscal 2023 with cash, cash equivalents and short-term marketable securities totaling $2.72 billion.

Results of Operations



Financial Overview

For discussion related to the results of operations and changes in financial condition for fiscal 2022 compared to fiscal 2021 refer to “Management’s Discussion and Analysis of Financial Condition and Results of Operations” in Part II, Item 7 of our 2022 Annual Report on Form 10-K, which was filed with the SEC on February 9, 2023.

Twelve Months Ended December 31, 2023 Compared to Twelve Months Ended December 31, 2022

	Twelve Months Ended December 31,				2023 - 2022	
(In millions, except per share amounts)	2023	% of Revenue [1]	2022	% of Revenue [1]	$ Change	% Change
Revenue	$ 3,622.3	100 %	$ 2,909.8	100 %	$ 712.5	24 %
Cost of sales	1,333.4	37 %	1,026.7	35 %	306.7	30 %
Gross profit	2,288.9	63.2 %	1,883.1	64.7 %	405.8	22 %
Operating expenses:						
Research and development	505.8	14 %	484.2	17 %	21.6	4 %
Selling, general and administrative	1,185.4	33 %	1,007.7	35 %	177.7	18 %
Total operating expenses	1,691.2	47 %	1,491.9	51 %	199.3	13 %
Operating income	597.7	17 %	391.2	13 %	206.5	53 %
Other income (expense), net	112.7	3 %	(0.4)	— %	113.1	**
Income before income taxes	710.4	20 %	390.8	13 %	319.6	82 %
Income tax expense (benefit)	168.9	5 %	49.6	2 %	119.3	**
Net income	$ 541.5	15 %	$ 341.2	12 %	$ 200.3	59 %
Basic net income per share	$ 1.40	**	$ 0.88	**	$ 0.52	59 %
Diluted net income per share	$ 1.30	**	$ 0.82	**	$ 0.48	59 %

[1] The sum of the individual percentages may not equal the total due to rounding.

** Not meaningful

Revenue

We expect that the revenue we generate from the sales of our products will fluctuate from quarter to quarter. We typically experience seasonality, with lower sales in the first quarter of each year compared to the immediately preceding fourth quarter. This seasonal sales pattern relates to U.S. annual insurance deductible resets and unfunded flexible spending accounts.

Cost of sales

Cost of sales includes direct labor and materials costs related to each product sold or produced, including assembly, test labor and scrap, as well as factory overhead supporting our manufacturing operations. Factory overhead includes facilities, material procurement and control, manufacturing engineering, quality assurance, supervision and management. These costs are primarily salary, fringe benefits, share-based compensation, facility expense, supplies and purchased services. All of our manufacturing costs are included in cost of sales. In addition, amortization of certain licensing related intangibles are also included in cost of sales.

Research and development

Our research and development expenses primarily consist of engineering and research expenses related to our sensing technology, clinical trials, regulatory expenses, quality assurance programs, employee compensation, and business process outsourcers.

Amortization of intangible assets

Our amortization expense primarily relates to acquired technology and intellectual property and other acquired intangible assets.

Selling, general and administrative

Our selling, general and administrative expenses primarily consist of employee compensation for our executive, financial, sales, marketing, information technology and administrative functions. Other significant expenses include commissions, marketing and advertising, IT software license costs, insurance, professional fees for our outside legal counsel and independent auditors, litigation expenses, patent application expenses and consulting expenses.

Income from equity investments

Income from equity investments is comprised of realized gains from the sale of an equity investment.

Other income (expense), net

Other income (expense), net consists primarily of interest and dividend income on our cash, cash equivalents and short-term marketable securities portfolio, foreign currency transaction gains and losses due to the effects of foreign currency fluctuations, and interest expense related to our senior convertible notes.

	Twelve Months Ended December 31, 2023 Compared to Twelve Months Ended December 31, 2022
Revenue	The revenue increase was primarily driven by increased sales volume of our disposable sensors due to the continued growth of our worldwide customer base, partially offset by mix shift and price associated with the evolution of our channel and product strategy. Disposable sensor and other revenue comprised approximately 90% of total revenue and Reusable Hardware revenue comprised approximately 10% of total revenue for the twelve months ended December 31, 2023. Disposable sensor and other revenue comprised approximately 87% of total revenue and Reusable Hardware revenue comprised approximately 13% of total revenue for the twelve months ended December 31, 2022.
Cost of sales & Gross profit	Cost of sales and gross profit increased primarily due to an increase in sales volume. The decrease in gross profit margin in 2023 compared to 2022 was primarily driven by the increase of the amortization of an intangible asset and price, product, and channel mix changes.
Research and development expense	Research and development expense increased primarily due to $33.7 million in compensation-related costs most notably due to higher headcount, partially offset by $15.9 million of lower third party and consulting fees primarily related to software development for new products and significant enhancements. We continue to believe that focused investments in research and development are critical to our future growth and competitive position in the marketplace, and to the development of new and updated products and services that are central to our core business strategy.
Selling, general and administrative expense	Selling, general and administrative expense increased primarily due to $88.8 million in compensation-related costs most notably due to higher headcount, $37.8 million in legal expense primarily related to a patent infringement lawsuit, and $36.6 million in advertising and marketing costs associated with global product launches.
Other income (expense), net	Other income (expense), net, increased primarily due to $111.2 million in interest and dividend income on our cash, cash equivalents, and marketable securities portfolio. The increase in interest income was related to a change in market interest rates, as well as an increase in the average invested balances during 2023 compared to 2022.
Income tax expense (benefit)	We recorded income tax expense on pre-tax book income for the twelve months ended December 31, 2023 and December 31, 2022. The income tax expense we recorded for 2023 is primarily attributable to income tax expense from normal, recurring operations as well as income taxes related to an intra-entity transfer of certain intellectual property partially offset by excess tax benefits recognized for share-based compensation for employees (net of disallowed executive compensation) and the Verily milestone payment, and generation of research and development tax credits. The income tax expense we recorded for 2022 is primarily attributable to income tax expense from normal, recurring operations partially offset by excess tax benefits recognized for employee share-based compensation (net of disallowed executive compensation) and the Verily milestone.

Liquidity and Capital Resources

Overview, Capital Resources, and Capital Requirements

Our principal sources of liquidity are our existing cash, cash equivalents and marketable securities, cash generated from operations, proceeds from our senior convertible notes issuances, and access to our Credit Facility. Our primary uses of cash have been for research and development programs, selling and marketing activities, capital expenditures, acquisitions of businesses, and debt service costs.

We expect that cash provided by our operations may fluctuate in future periods as a result of a number of factors, including fluctuations in our operating results, working capital requirements and capital deployment decisions. We have historically invested our cash primarily in U.S. dollar-denominated, investment grade, highly liquid obligations of U.S. government agencies, commercial paper, corporate debt, and money market funds. Certain of these investments are subject to general credit, liquidity and other market risks. The general condition of the financial markets and the economy may increase those risks and may affect the value and liquidity of investments and restrict our ability to access the capital markets.

Our future capital requirements will depend on many factors, including but not limited to:

The evolution of the international expansion of our business and the revenue generated by sales of our approved products and other future products;	Our ability to efficiently scale our operations to meet demand for our current and any future products;	The success of our research and development efforts;
The expenses we incur in manufacturing, developing, selling and marketing our products;	The costs, timing and risks of delays of additional regulatory approvals;	The costs of filing, prosecuting, defending and enforcing any patent claims and other intellectual property rights;
The quality levels of our products and services;	The emergence of competing or complementary technological developments;	The terms and timing of any collaborative, licensing and other arrangements that we may establish; and
The third-party reimbursement of our products for our customers;	The rate of progress and cost of our clinical trials and other development activities;	The acquisition of businesses, products and technologies and our ability to integrate and manage any acquired businesses, products and technologies.

We expect that existing cash and short-term investments and cash flows from our future operations will generally be sufficient to fund our ongoing core business. As current borrowing sources become due, we may be required to access the capital markets for additional funding. As we assess inorganic growth strategies, we may need to supplement our internally generated cash flow with outside sources. In the event that we are required to access the debt market, we believe that we will be able to secure reasonable borrowing rates. As part of our liquidity strategy, we will continue to monitor our current level of earnings and cash flow generation as well as our ability to access the market in light of those earning levels.

A substantial portion of our operations are located in the United States, and the majority of our sales since inception have been made in U.S. dollars. We will be exposed to additional foreign currency exchange risk related to our international operations as we expand our manufacturing internationally and as our business continues to increase in international markets. See “Foreign Currency Exchange Risk” in Part II, Item 7A of this Annual Report on Form 10-K for more information.

Main Sources of Liquidity

Cash, cash equivalents and short-term marketable securities

Our cash, cash equivalents and short-term marketable securities totaled $2.72 billion as of December 31, 2023. None of those funds were restricted and $2.54 billion (approximately 93%) of those funds were located in the United States.

Cash flow from Operations

For the twelve months ended December 31, 2023, we had positive cash flows of $748.5 million from operating activities. We anticipate that we will continue to generate positive cash flows from operations for the foreseeable future.

Senior Convertible Notes

We received net proceeds of $1.19 billion in May 2020 from the 2025 Notes offering and net proceeds of $1.23 billion from the 2028 Notes offering. We used $282.6 million of the net proceeds from the offering of the 2025 Notes to repurchase a portion of our senior convertible notes due in 2022. We used $289.9 million of the net proceeds from the offering of the 2028 Notes to purchase capped call transactions and repurchase shares of our common stock in May 2023. We intend to use the remainder of the net proceeds from the 2025 Notes offering and 2028 Notes offering for general corporate purposes and capital expenditures, including working capital needs. We may also use the net proceeds to expand our current business through in-licensing or acquisitions of, or investments in, other businesses, products or technologies; however, we do not have any significant commitments with respect to any such acquisitions or investments at this time.

In connection with the 2028 Notes offering we purchased the 2028 Capped Calls. See Note 5 “Debt” to the consolidated financial statements in Part II, Item 8 of this Annual Report on Form 10-K for more information about our senior convertible notes and the 2028 Capped Calls.

Revolving Credit Agreement

As of December 31, 2023, we had no outstanding borrowings, $7.4 million in outstanding letters of credit, and a total available balance of $192.6 million under the Amended Credit Agreement. We monitor counterparty risk associated with the institutional lenders that are providing the Credit Facility. We currently believe that the Credit Facility will be available to us should we choose to borrow under it. Revolving loans will be available for general corporate purposes, including working capital and capital expenditures. See Note 5 “Debt” to the consolidated financial statements in Part II, Item 8 of this Annual Report on Form 10-K for more details on the Revolving Credit Agreement.

Short-term Liquidity Requirements

Our short-term liquidity requirements primarily consist of regular operating costs, interest payments related to our senior convertible notes, capital expenditures for the development of our manufacturing facilities and office spaces, and short-term material cash requirements as described below. As of December 31, 2023, we had a working capital ratio of 2.84 and a quick ratio of 2.38, which indicates that our current assets are more than enough to cover our short-term liabilities. We expect to have significant capital expenditures for the next year to scale-up capacity in Mesa, Arizona and drive our strategic initiatives of building out our manufacturing facilities and/or equipment in Malaysia and Ireland.

We believe that our cash, cash equivalents, and marketable securities balances, projected cash contributions from our commercial operations, and borrowings under our Credit Facility will be sufficient to meet our anticipated seasonal working capital needs, all capital expenditure requirements, material cash requirements as described below, and other liquidity requirements associated with our operations for at least the next 12 months. We may use cash to repurchase Dexcom shares or for other strategic initiatives that strengthen our foundation for long-term growth.

Long-term Liquidity Requirements

Our long-term liquidity requirements primarily consist of interest and principal payments related to our senior convertible notes, capital expenditures for the development of our manufacturing facilities and office spaces, and long-term material cash requirements as described below. As of December 31, 2023, we had a debt-to-assets ratio of 0.39, which indicates that our total assets are more than enough to cover our short-term and long-term debts. As demand grows for our products, we will continue to expand global operations to meet demand through investments in manufacturing and operations. We expect to meet our long-term liquidity requirements from our main sources of liquidity as described above to support our future operations, capital expenditures, acquisitions, and other liquidity requirements associated with our operations beyond the next 12 months.

As of December 31, 2023, we have outstanding senior convertible notes that will mature in November 2025 and May 2028. However, the outstanding principal of our senior convertible notes could be converted into cash and/or shares of our common stock prior to maturity once certain conditions are met. See Note 5 “Debt” to the consolidated financial statements in Part II, Item 8 of this Annual Report for information on conversion rights prior to maturity.

Material Cash Requirements

From time to time in the ordinary course of business, we enter into a variety of purchase arrangements including but not limited to, purchase arrangements related to capital expenditures, components used in manufacturing, and research and development activities. See *Purchase Commitments* in Note 6 “Leases and Other Commitments” to the consolidated financial statements in Part II, Item 8 of this Annual Report for more information.

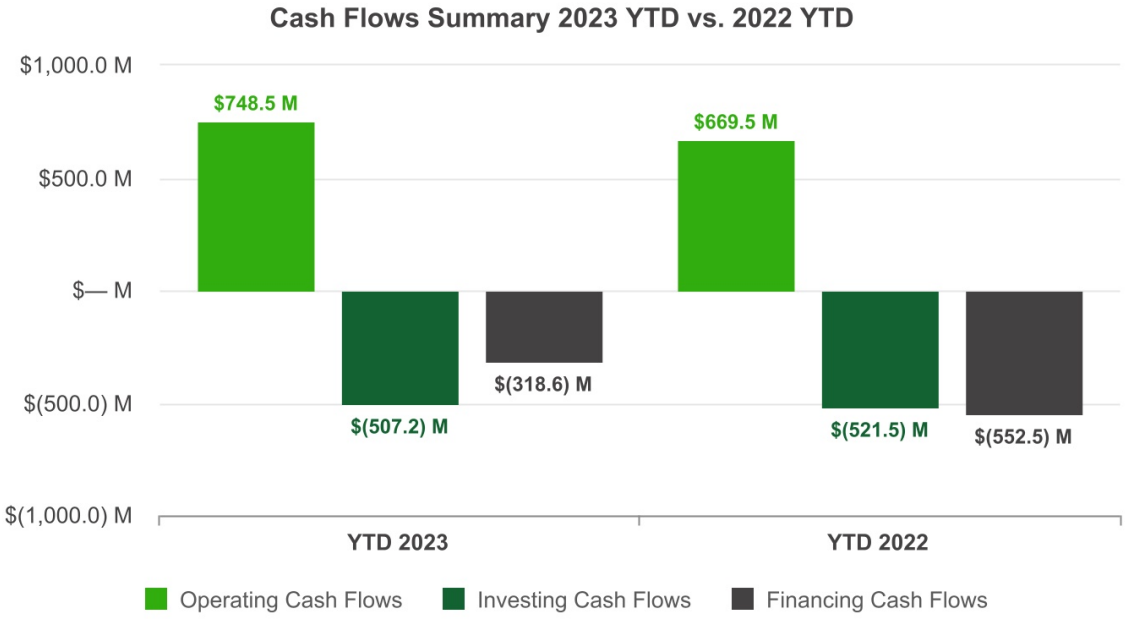
We issued our outstanding senior convertible notes in May 2020 and May 2023. These obligations include both principal and interest for these notes. Although these notes mature in November 2025 and May 2028, respectively, they may be converted into cash and/or shares of our common stock prior to maturity if certain conditions are met. Any conversion prior to maturity can result in repayment of the principal amounts sooner than the scheduled repayment. See Note 5 “Debt” to the consolidated financial statements in Part II, Item 8 of this Annual Report for further discussion of the terms of our senior convertible notes.

We are party to various leasing arrangements, primarily for office, manufacturing and warehouse space that expire at various times through December 2030, excluding any renewal options. We also have land leases in Penang, Malaysia for the build-out of our international manufacturing facility lease that expire through 2082. We anticipate incurring significant expenditures related to our Malaysia manufacturing facility and equipment over the next year and the build-out of the Ireland manufacturing facility and equipment over the next five years. See *Leases* in Note 6 “Leases and Other Commitments” to the consolidated financial statements in Part II, Item 8 of this Annual Report for more information about our leases.

See Note 5 “Debt” to the consolidated financial statements in Part II, Item 8 of this Annual Report for more information about the terms of the Credit Agreement, our senior convertible notes, and the 2028 Capped Calls.

Cash Flows

The following table sets forth a summary of our cash flows for the periods indicated. See the consolidated financial statements in Part II, Item 8 of this Annual Report for complete consolidated statements of cash flows for these periods.



As of December 31, 2023, we had $2.72 billion in cash, cash equivalents and short-term marketable securities, which is an increase of $267.9 million compared to $2.46 billion as of December 31, 2022.

The primary cash flows during the twelve months ended December 31, 2023 and 2022 are described below. See the consolidated financial statements in Part II, Item 8 of this Annual Report for complete consolidated statements of cash flows for these periods.

	Twelve Months Ended	
	December 31, 2023	December 31, 2022
Operating Cash Flows	+ $541.5 million of net income and $203.8 million of net non-cash adjustments, and a net increase of $3.2 million in changes of working capital balances Net non-cash adjustments were primarily related to share-based compensation and depreciation and amortization.	+ $341.2 million of net income and $301.6 million of net non-cash adjustments, and a net increase of $26.7 million in changes of working capital balances Net non-cash adjustments were primarily related to share-based compensation and depreciation and amortization.
Investing Cash Flows	- $253.0 million in net purchases of marketable securities - $236.6 million in capital expenditures - $19.5 million in purchases of equity investments	- $364.8 million in capital expenditures - $138.5 million in net purchases of marketable securities - $14.5 million in purchases of equity investments
Financing Cash Flows	+ $1.23 billion in proceeds from issuance of senior convertible notes, net of issuance costs + $26.6 million in proceeds from issuance of common stock under our employee stock plans - $787.3 million in payments for conversions of senior convertible notes - $688.7 million in purchases of treasury stock - $101.3 million in purchases of capped call transactions	+ $22.5 million in proceeds from issuance of common stock under our employee stock plans - $557.7 million in purchases of treasury stock - $15.6 million in payments for financing leases

Recent Accounting Guidance

For a description of recently issued accounting pronouncements and the potential impact on our consolidated financial statements, if any, see Note 1 “Organization and Significant Accounting Policies” to the consolidated financial statements in Part II, Item 8 of this Annual Report.

ITEM 7A - QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

Interest Rate Risk

The primary objective of our investment activities is to preserve our capital for the purpose of funding operations while at the same time maximizing the income we receive from our investments without significantly increasing risk. To achieve these objectives, our investment policy allows us to maintain a portfolio of cash equivalents and short-term investments in a variety of securities, including money market funds, U.S. Treasury debt and corporate debt securities. Due to the short-term nature of our investments, we believe that we have no material exposure to interest rate risk. We do not use derivative financial instruments for speculation or trading purposes or for activities other than risk management.

Market Price Sensitive Instruments

The 2023 Warrants could have a dilutive effect on our earnings per share to the extent that the price of our common stock during a given quarterly or annual measurement period exceeds the strike price of the warrants. The 2028 Capped Calls are expected generally to reduce potential dilution to our common stock upon conversion of the 2028 Notes and/or offset any cash payments that we are required to make in excess of the principal amount of converted 2028 Notes, with such reduction and/or offset subject to a cap. See Note 5 “Debt” to the consolidated financial statements in Part II, Item 8 of this Annual Report for more information.

Foreign Currency Exchange Risk

A substantial portion of our operations are located in the United States, and the majority of our sales since inception have been made in U.S. dollars. Historically, our exposure to foreign currency fluctuations is more significant with respect to our revenue than our expenses, as a significant portion of our expenses are denominated in U.S. dollars, such as cost of sales and operating expenses.

We are exposed to additional foreign currency exchange risk related to our foreign operations as we are now manufacturing internationally and as our business continues to increase in markets outside of the United States. Fluctuations in the rate of exchange between the U.S. dollar and foreign currencies, primarily the Australian Dollar, the British Pound, the Canadian Dollar, the Euro, and the Malaysian Ringgit, could adversely affect our financial results, including income and losses as well as assets and liabilities in addition to risks to our revenues, revenue growth rates, and gross profit margins.

We translate the financial statements of our international subsidiaries with functional currencies other than the U.S. dollar into the U.S. dollar for consolidation using end-of-period exchange rates for assets and liabilities and average exchange rates during each reporting period for results of operations. We record net gains or losses resulting from the translation of these financial statements and the effect of exchange rate changes on intercompany receivables and payables of a long-term nature as a separate component of stockholders' equity. These adjustments will affect net income only upon sale or liquidation of the underlying investment in international subsidiaries. We also record exchange rate fluctuations resulting from the translation of the short-term intercompany balances between domestic entities and our international subsidiaries as foreign currency transaction gains or losses and include them in other income (expense), net in our consolidated statements of operations.

We enter into foreign currency forward contracts to hedge monetary assets and liabilities denominated in foreign currencies. These forward contracts are not designated as hedging instruments and generally mature in one month. The derivative gains and losses are included in other income (expense), net in our consolidated statements of operations. See Note 3 "Fair Value Measurements" to the consolidated financial statements in Part II, Item 8 of this Annual Report for more information.

Notional principal amounts provide one measure of the transaction volume outstanding as of period end, but they do not represent the amount of our exposure to market loss. Estimates of fair value are based on applicable and commonly used pricing models using prevailing financial market information. The amounts ultimately realized upon settlement of these financial instruments, together with the gains and losses on the underlying exposures, will depend on actual market conditions during the remaining life of the instruments. We monitor and manage our financial exposures due to exchange rate fluctuations as an integral part of our overall risk management program, which recognizes the unpredictability of financial markets and seeks to reduce potentially adverse effects on our financial results.

ITEM 8 - FINANCIAL STATEMENTS AND SUPPLEMENTARY DATA

The information required is set forth under "Report of Independent Registered Public Accounting Firm," "Consolidated Balance Sheets," "Consolidated Statements of Operations," " Consolidated Statements of Comprehensive Income," "Consolidated Statements of Stockholders' Equity," "Consolidated Statements of Cash Flows" and "Notes to Consolidated Financial Statements" on pages F-10 to F-43 of this Annual Report and is incorporated into this Item 8 by reference.

The report of Dexcom's independent registered public accounting firm (PCAOB ID:42) with respect to the above-referenced financial statements and their report on internal control over financial reporting are included in Item 8 and Item 9A of this Form 10-K. Their consent appears as Exhibit 23.01 of this Form 10-K.

ITEM 9 - CHANGES IN AND DISAGREEMENTS WITH ACCOUNTANTS ON ACCOUNTING AND FINANCIAL DISCLOSURE

Not applicable.

ITEM 9A - CONTROLS AND PROCEDURES

Evaluation of Disclosure Controls and Procedures

Regulations under the Exchange Act, require public companies to maintain “disclosure controls and procedures,” which are defined to mean a company’s controls and other procedures that are designed to ensure that information required to be disclosed in the reports that it files or submits under the Exchange Act, is accumulated and timely communicated to management, including our Chief Executive Officer and Chief Financial Officer, recorded, processed, summarized, and reported within the time periods specified in the SEC’s rules and forms. Our management, including our Chief Executive Officer and our Chief Financial Officer, conducted an evaluation as of the end of the period covered by this report of the effectiveness of our disclosure controls and procedures. Based on their evaluation as of December 31, 2023, our Chief Executive Officer and our Chief Financial Officer concluded that our disclosure controls and procedures were effective as of such date for this purpose.

Changes in Internal Control over Financial Reporting

There were no changes in our internal control over financial reporting during our last fiscal quarter that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

Management’s Report on Internal Control over Financial Reporting

Our management is responsible for establishing and maintaining adequate internal control over financial reporting as defined in Rule 13a-15(f) under the Exchange Act. Our internal control over financial reporting is designed to provide reasonable assurance to our management and Board of Directors regarding the preparation and fair presentation of published financial statements.

Our management, with the participation of the Chief Executive and Chief Financial Officers, assessed the effectiveness of our internal control over financial reporting as of December 31, 2023. In making this assessment, our management used the criteria set forth by the 2013 Committee of Sponsoring Organizations of the Treadway Commission (COSO) in Internal Control—Integrated Framework. Based on this assessment, our management, with the participation of the Chief Executive and Chief Financial Officers, believes that, as of December 31, 2023, our internal control over financial reporting is effective based on those criteria. The effectiveness of our internal control over financial reporting as of December 31, 2023 has been audited by Ernst & Young LLP, an Independent Registered Public Accounting Firm, as stated in their report which is included herein.

The certifications of our Chief Executive Officer and Chief Financial Officer required under Section 302 of the Sarbanes-Oxley Act have been filed as Exhibits 31.01 and 31.02 to this report.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Therefore, even those systems determined to be effective can provide only reasonable assurance with respect to financial statement preparation and presentation.

Limitation on Effectiveness of Controls

It should be noted that any system of controls, however well designed and operated, can provide only reasonable, and not absolute, assurance that the objectives of the system are met. The design of any control system is based, in part, upon the benefits of the control system relative to its costs. Control systems can be circumvented by the individual acts of some persons, by collusion of two or more people, or by management override of the control. In addition, over time, controls may become inadequate because of changes in conditions, or the degree of compliance with the policies or procedures may deteriorate. Because of these and other inherent limitations of control systems, we cannot guarantee that any design will succeed in achieving its stated goals under all potential future conditions, regardless of how remote.

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Stockholders and the Board of Directors of DexCom, Inc.

Opinion on Internal Control Over Financial Reporting

We have audited DexCom, Inc.'s internal control over financial reporting as of December 31, 2023, based on criteria established in Internal Control—Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (2013 framework) (the COSO criteria). In our opinion, DexCom, Inc. (the Company) maintained, in all material respects, effective internal control over financial reporting as of December 31, 2023, based on the COSO criteria.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the consolidated balance sheets of DexCom, Inc. as of December 31, 2023 and 2022, the related consolidated statements of operations, comprehensive income, stockholders' equity and cash flows for each of the three years in the period ended December 31, 2023, and the related notes and financial statement schedule listed in the Index at Item 15(a) and our report dated February 8, 2024 expressed an unqualified opinion thereon.

Basis for Opinion

The Company's management is responsible for maintaining effective internal control over financial reporting and for its assessment of the effectiveness of internal control over financial reporting included in the accompanying Management's Report on Internal Control over Financial Reporting. Our responsibility is to express an opinion on the Company's internal control over financial reporting based on our audit. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audit in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether effective internal control over financial reporting was maintained in all material respects.

Our audit included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, testing and evaluating the design and operating effectiveness of internal control based on the assessed risk, and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion.

Definition and Limitations of Internal Control Over Financial Reporting

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 (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) 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 (3) 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/ Ernst & Young LLP
San Diego, California
February 8, 2024

ITEM 9B - OTHER INFORMATION

Trading Plans

During the three months ended December 31, 2023, the following Section 16 officers and directors adopted or terminated a "Rule 10b5-1 trading arrangement" (as defined in Item 408 of Regulation S-K of the Exchange Act):

Name	Title	Action	Action Date	Aggregate Number of Shares to be Sold[1]	Expiration Date[2]
Matthew Dolan	Executive Vice President, Strategy, Corporate Development and Dexcom Labs	Adoption	12/15/2023	15,326	12/15/2024
Paul Flynn	Executive Vice President, Global Revenue	Adoption	12/15/2023	31,253	12/15/2024
Girish Naganathan	Executive Vice President, Chief Technology Officer	Adoption	11/20/2023	5,137	11/20/2024
Steven R. Pacelli	Executive Vice President and Managing Director, Dexcom Ventures	Adoption	11/27/2023	15,000	1/23/2025
Barry J. Regan	Executive Vice President, Global Operations	Adoption	12/4/2023	28,430	12/4/2024
Kevin R. Sayer	Chairperson, President and Chief Executive Officer	Adoption	12/12/2023	100,965	12/12/2024
Sadie M. Stern	Executive Vice President, Chief Human Resources Officer	Adoption[3]	12/12/2023	12,825	3/11/2025
Sadie M. Stern	Executive Vice President, Chief Human Resources Officer	Termination[3]	12/12/2023	4,708	3/8/2024
Jereme M. Sylvain	Executive Vice President, Chief Financial Officer	Adoption	11/21/2023	6,863	11/21/2024

[1] The actual number of shares sold may depend on the net shares vested as a result of tax withholding obligations, the vesting of certain performance-based stock units, the number of shares purchased under employee stock purchase plans, one or more limit orders, as applicable, and therefore, may not be determinable at this time.

[2] Except as indicated by footnote, each trading arrangement permitted or permits transactions through and including the date listed in the table.

[3] Represents the modification, as described in Rule 10b5-1(c)(1)(iv) under the Exchange Act, of a written plan adopted on December 12, 2023 that was intended to satisfy the affirmative defense conditions of Rule 10b5-1(c), as then in effect, under the Exchange Act.

Each of the Rule 10b5-1 trading arrangements that were adopted in the above table are in accordance with our insider trading policy and actual sale transactions made pursuant to such trading arrangements will be disclosed publicly in Section 16 filings with the SEC in accordance with applicable securities laws, rules and regulations.

No Section 16 officers or directors adopted, modified, or terminated a "non-Rule 10b5-1 trading arrangement" (as defined in Item 408 of Regulation S-K of the Exchange Act) during the three months ended December 31, 2023.

ITEM 9C - DISCLOSURE REGARDING FOREIGN JURISDICTIONS THAT PREVENT INSPECTIONS

None.

PART III

ITEM 10 - DIRECTORS, EXECUTIVE OFFICERS AND CORPORATE GOVERNANCE

The information concerning our directors required by this Item is incorporated by reference to the section in the Proxy Statement entitled “Proposal No. 1 – Election of Directors.”

The information concerning our executive officers required by this Item is incorporated by reference to the section in the Proxy Statement entitled “Executive Officers.”

We have adopted a written code of ethics for financial employees that applies to our principal executive officer, principal financial officer, principal accounting officer, controller and other employees of the finance department designated by our Chief Financial Officer. This code of ethics, titled the “Code of Conduct and Business Ethics,” is publicly available on our Internet website at https://dexcom.gcs-web.com/corporate-governance. The information contained on our Internet website is not incorporated by reference into this Annual Report on Form 10-K. When required by the rules of Nasdaq, or the SEC, we will disclose any future amendment to, or waiver of, any provision of the code of ethics for our principal executive officer and principal financial officer or any member or members of our board of directors on our website within four business days following the date of such amendment or waiver.

The information concerning the Audit Committee of the Board of Directors required by this Item is incorporated by reference to the section of the Proxy Statement entitled “Committees of the Board and Meetings - Audit Committee.”

The information concerning material changes to the procedures by which stockholders may recommend nominees to the Board of Directors required by this Item is incorporated by reference to information set forth in the Proxy Statement.

The information concerning the Company’s insider trading policies and compliance with Section 16(a) required by this Item is incorporated by reference to the sections of the Proxy Statement entitled “Insider Trading Policy” and Delinquent Section 16(a) Reports, respectively.

ITEM 11 - EXECUTIVE COMPENSATION

The information required by this Item concerning executive compensation and our Compensation Committee is incorporated by reference to the sections in the Proxy Statement entitled “Compensation Discussion and Analysis,” “2023 Summary Compensation Table,” “Grants of Plan-Based Awards,” “Outstanding Equity Awards at December 31, 2023,” “2023 Option Awards Exercises and Stock Vested,” “Executive Nonqualified Deferred Compensation Plan,” “Employment, Severance and Change in Control Arrangements,” “2023 Director Compensation,” “Risks from Compensation Policies and Practices,” “Chief Executive Officer Pay Ratio,” “Compensation Committee Interlocks,” and “Compensation Committee Report.”

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

The information required by this Item is incorporated by reference to the sections in the Proxy Statement entitled “Security Ownership of Certain Beneficial Owners and Management” and “Equity Compensation Plan Information.”

ITEM 13 - CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS, AND DIRECTOR INDEPENDENCE

The information required by this Item with respect to director independence is incorporated by reference to the section in the Proxy Statement entitled “Corporate Governance - Director Independence”.

The information concerning certain relationships and related transactions required by this Item is incorporated by reference to the section in the Proxy Statement entitled “Certain Transactions With Related Persons.”

ITEM 14 - PRINCIPAL ACCOUNTANT FEES AND SERVICES

The information concerning principal accountant fees and services required by this Item is incorporated by reference to the section in the Proxy Statement entitled “Ratification of Independent Registered Public Accounting Firm.”

PART IV

ITEM 15 - EXHIBIT AND FINANCIAL STATEMENT SCHEDULES

(a) The following documents are filed as part of this Annual Report:

1. Financial Statements.

The consolidated financial statements listed in Part II, Item 8 of this Annual Report.

2. Financial Statement Schedules.

Schedule II – Valuation and Qualifying Accounts.

Financial statement schedules not listed above have been omitted because information required to be set forth therein is not applicable, not required, or the information required by such schedules is shown in the consolidated financial statements or the notes thereto.

3. Exhibits.

		Incorporated by Reference				
Exhibit Number	Exhibit Description	Form	File No.	Date of First Filing	Exhibit Number	Provided Herewith
3.1	Restated Certificate of Incorporation of DexCom, Inc.	8-K	000-51222	June 10, 2022	3.1	
3.2	Amended and Restated Bylaws of DexCom, Inc.	8-K	000-51222	May 21, 2021	3.3	
4.1	Form of Specimen Certificate for DexCom, Inc. common stock.	S-1/A	333-122454	March 24, 2005	4.01	
4.2	Indenture, dated November 30, 2018, between DexCom, Inc. and U.S. Bank National Association (including the form of 0.75% Convertible Senior Notes due 2023).	8-K	000-51222	December 3, 2018	4.1	
4.3	Indenture, dated May 14, 2020, between DexCom, Inc. and U.S. Bank National Association (including the form of 0.25% Convertible Senior Notes due 2025).	8-K	000-51222	May 15, 2020	4.1	
4.4	Indenture, dated May 5, 2023, between DexCom, Inc. and U.S. Bank Trust Company, National Association (including the form of 0.375% Convertible Senior Notes due 2028).	8-K	000-51222	May 5, 2023	4.1	
4.5	Description of Securities Registered Under Section 12 of the Exchange Act.					X
10.1*	Offer letter between DexCom, Inc. and Kevin Sayer, dated May 3, 2011.	10-Q	000-51222	August 3, 2011	10.28	
10.2	Sublease between DexCom, Inc. and Entropic Communications, LLC, dated February 1, 2016.	10-Q	000-51222	April 27, 2016	10.36	
10.3*	DexCom, Inc. Executive Deferred Compensation Plan.	8-K	000-51222	June 4, 2019	10.02	
10.4**	Third Amendment to Office Lease between DexCom, Inc. and John Hancock Life Insurance Company, dated January 9, 2019.	10-K	000-51222	February 13, 2020	10.40	

10.5*	Form of Indemnity Agreement between DexCom, Inc. and each of its directors and executive officers.	10-K	000-51222	February 11, 2021	10.43	
10.6*	DexCom, Inc. Incentive Bonus Plan.	8-K	000-51222	March 17, 2021	10.1	
10.7	Second Amended and Restated Credit Agreement dated October 13, 2021 by and among DexCom, Inc., Bank of America, Silicon Valley Bank and Union Bank, and JPMorgan Chase Bank, as Administrative Agent.	10-K	000-51222	February 14, 2022	10.39	
10.8	Office Lease Agreement, dated March 31, 2006, between DexCom, Inc. and Kilroy Realty, L.P., as amended on August 18, 2010 and October 1, 2014.	10-K	000-51222	February 9, 2023	10.09	
10.9**	Fourth Amendment to Office Lease between DexCom, Inc. and Sequence Tech. Center CA LLC, dated September 9, 2019, as amended on October 21, 2019, May 25, 2021, and December 23, 2022.	10-K	000-51222	February 9, 2023	10.18	
10.10*	DexCom, Inc. Amended and Restated Severance and Change in Control Plan.	8-K	000-51222	May 19, 2023	10.1	
10.11	First Amendment to Second Amended and Restated Credit Agreement, dated June 1, 2023 by and between DexCom, Inc. and JPMorgan Chase Bank National Association.	10-Q	000-51222	July 27, 2023	10.06	
10.12*	2015 Employee Stock Purchase Plan and forms of subscription agreements.					X
10.13*	Amended and Restated 2015 Equity Incentive Plan and forms of award agreements.					X
10.14**	Amended and Restated Collaboration and License Agreement, dated November 20, 2018, by and between DexCom, Inc. and Verily Life Sciences LLC (formerly Google Life Sciences LLC).					X
19.1*	Procedures and Guidelines Governing Securities Trades by Company Personnel.					X
21.01	List of Subsidiaries.					X
23.01	Consent of Independent Registered Public Accounting Firm.					X
24.01	Power of Attorney (see signature page of this Form 10-K).					X
31.01	Certification of Chief Executive Officer Pursuant to Securities Exchange Act Rule 13a-14(a).					X
31.02	Certification of Chief Financial Officer Pursuant to Securities Exchange Act Rule 13a-14(a).					X

32.01***	Certification of Chief Executive Officer Pursuant to 18 U.S.C. Section 1350 and Securities Exchange Act Rule 13a-14(b).	X
32.02***	Certification of Chief Financial Officer Pursuant to 18 U.S.C. Section 1350 and Securities Exchange Act Rule 13a-14(b).	X
97.1*	Compensation Recovery Policy.	X
101.INS	Inline XBRL Instance Document	X
101.SCH	Inline XBRL Taxonomy Extension Schema Document	X
101.CAL	Inline XBRL Taxonomy Extension Calculation Linkbase Document	X
101.DEF	Inline XBRL Taxonomy Extension Definition Linkbase Document	X
101.LAB	Inline XBRL Taxonomy Extension Label Linkbase Document	X
101.PRE	Inline XBRL Taxonomy Extension Presentation Linkbase Document	X
104	Cover Page Interactive Data File (Embedded within the Inline XBRL document and included in Exhibit 101)	X

* Represents a management contract or compensatory plan, contract or arrangement.

** Portions of this exhibit have been omitted pursuant to Item 601(b)(10)(iv) of Regulation S-K.

*** This certification is not deemed “filed” for purposes of Section 18 of the Securities Exchange Act, or otherwise subject to the liability of that section. Such certification will not be deemed to be incorporated by reference into any filing under the Securities Act of 1933 or the Securities Exchange Act of 1934, except to the extent that Dexcom specifically incorporates it by reference.

ITEM 16 - FORM 10-K SUMMARY

None.

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

DEXCOM, INC.
(Registrant)

Dated: February 8, 2024

By: /s/ JEREME M. SYLVAIN

Jereme M. Sylvain,
Executive Vice President and Chief Financial Officer
(Principal Financial and Accounting Officer)

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints Kevin R. Sayer and Jereme M. Sylvain, jointly and severally, his or her attorneys-in-fact, each with the power of substitution, for him or her in any and all capacities, to sign any amendments to this Annual Report on Form 10-K and to file same, with exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each of said attorneys-in-fact and agents, full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection therewith, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that each of said attorneys-in-fact, or his substitutes, may do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below by the following persons on behalf of the registrant and in the capacities and on the dates indicated.

Signature	Title	Date
/s/ KEVIN R. SAYER **Kevin R. Sayer**	Chairman of the Board of Directors, President and Chief Executive Officer (Principal Executive Officer)	February 8, 2024
/s/ JEREME M. SYLVAIN **Jereme M. Sylvain**	Executive Vice President and Chief Financial Officer (Principal Financial and Accounting Officer)	February 8, 2024
/s/ MARK G. FOLETTA **Mark G. Foletta**	Lead Independent Director	February 8, 2024
/s/ STEVEN R. ALTMAN **Steven R. Altman**	Director	February 8, 2024
/s/ NICHOLAS AUGUSTINOS **Nicholas Augustinos**	Director	February 8, 2024
/s/ RICHARD A. COLLINS **Richard A. Collins**	Director	February 8, 2024
/s/ KAREN DAHUT **Karen Dahut**	Director	February 8, 2024
/s/ RIMMA DRISCOLL **Rimma Driscoll**	Director	February 8, 2024
/s/ BRIDGETTE P. HELLER **Bridgette P. Heller**	Director	February 8, 2024
/s/ BARBARA E. KAHN **Barbara E. Kahn**	Director	February 8, 2024
/s/ KYLE MALADY **Kyle Malady**	Director	February 8, 2024
/s/ ERIC J. TOPOL **Eric J. Topol, M.D.**	Director	February 8, 2024

DexCom, Inc.
Index to Consolidated Financial Statements

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Stockholders and the Board of Directors of DexCom, Inc.

Opinion on the Financial Statements

We have audited the accompanying consolidated balance sheets of DexCom, Inc. (the Company) as of December 31, 2023 and 2022, the related consolidated statements of operations, comprehensive income, stockholders' equity and cash flows for each of the three years in the period ended December 31, 2023, and the related notes and financial statement schedule listed in the Index at Item 15(a) (collectively referred to as the "consolidated financial statements"). In our opinion, the consolidated financial statements present fairly, in all material respects, the financial position of the Company at December 31, 2023 and 2022, and the results of its operations and its cash flows for each of the three years in the period ended December 31, 2023, in conformity with U.S. generally accepted accounting principles.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the Company's internal control over financial reporting as of December 31, 2023, based on criteria established in Internal Control-Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (2013 framework) and our report dated February 8, 2024 expressed an unqualified opinion thereon.

Basis for Opinion

These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on the Company's financial statements based on our audits. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether due to error or fraud. Our audits included performing procedures to assess the risks of material misstatement of the financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the financial statements. We believe that our audits provide a reasonable basis for our opinion.

Critical Audit Matter

The critical audit matter communicated below is a matter arising from the current period audit of the financial statements that was communicated or required to be communicated to the audit committee and that: (1) relates to accounts or disclosures that are material to the financial statements and (2) involved our especially challenging, subjective or complex judgments. The communication of the critical audit matter does not alter in any way our opinion on the consolidated financial statements, taken as a whole, and we are not, by communicating the critical audit matter below, providing a separate opinion on the critical audit matter or on the account or disclosures to which it relates.

Estimation of variable consideration for revenue recognition

Description of the Matter

As discussed in Note 1 of the consolidated financial statements, the Company includes an estimate of variable consideration in the calculation of the transaction price at the time of sale. The Company estimates reductions for pharmacy rebates based on contractual arrangements, estimates of products sold subject to rebate, known events or trends and channel inventory data.

Auditing management's determination of variable consideration relating to pharmacy rebates involved a high degree of subjectivity in evaluating management's estimates. In estimating pharmacy rebates, management applies contracted rates to estimates of products sold subject to rebate, known market events or trends and channel inventory data.

How We Addressed the Matter in Our Audit

We obtained an understanding, evaluated the design and tested the operating effectiveness of controls over the Company's processes to determine pharmacy rebates, including the underlying assumptions.

Our audit procedures also included, among others, evaluating the significant assumptions and the accuracy and completeness of the underlying data used in management's calculations. This included testing contractual rates, management's estimates of products sold subject to rebate, and inventory held by third parties at the end of the period, through a combination of underlying data validation by inspection of source documents, agreement to underlying contracts, and review for consistency against historical data. In addition, we inspected the results of the Company's analysis of pharmacy rebates claimed and evaluated the estimates made based on historical experience.

/s/ Ernst & Young LLP
We have served as the Company's auditor since 2000.
San Diego, California
February 8, 2024

DexCom, Inc.
Consolidated Balance Sheets

(In millions, except par value data)	December 31, 2023	December 31, 2022
Assets		
Current assets:		
Cash and cash equivalents	$ 566.3	$ 642.3
Short-term marketable securities	2,157.8	1,813.9
Accounts receivable, net	973.9	713.3
Inventory	559.6	306.7
Prepaid and other current assets	168.3	192.6
Total current assets	4,425.9	3,668.8
Property and equipment, net	1,113.1	1,055.6
Operating lease right-of-use assets	71.4	80.0
Goodwill	25.2	25.7
Intangibles, net	134.5	173.3
Deferred tax assets	419.4	341.2
Other assets	75.0	47.1
Total assets	$ 6,264.5	$ 5,391.7
Liabilities and Stockholders' Equity		
Current liabilities:		
Accounts payable and accrued liabilities	$ 1,345.5	$ 901.8
Accrued payroll and related expenses	171.0	134.3
Current portion of long-term senior convertible notes	—	772.6
Short-term operating lease liabilities	21.1	20.5
Deferred revenue	18.4	10.1
Total current liabilities	1,556.0	1,839.3
Long-term senior convertible notes	2,434.2	1,197.7
Long-term operating lease liabilities	80.1	94.6
Other long-term liabilities	125.6	128.3
Total liabilities	4,195.9	3,259.9
Commitments and contingencies		
Stockholders' equity:		
Preferred stock, $0.001 par value, 5.0 million shares authorized; no shares issued and outstanding at December 31, 2023 and December 31, 2022	—	—
Common stock, $0.001 par value, 800.0 million shares authorized; 407.2 million and 385.4 million shares issued and outstanding, respectively, at December 31, 2023; and 393.2 million and 386.3 million shares issued and outstanding, respectively, at December 31, 2022	0.4	0.4
Additional paid-in capital	3,514.6	2,258.1
Accumulated other comprehensive loss	(16.7)	(11.6)
Retained earnings	1,021.4	479.9
Treasury stock, at cost; 21.8 million shares at December 31, 2023 and 6.9 million shares at December 31, 2022	(2,451.1)	(595.0)
Total stockholders' equity	2,068.6	2,131.8
Total liabilities and stockholders' equity	$ 6,264.5	$ 5,391.7

See accompanying notes

DexCom, Inc.
Consolidated Statements of Operations

(In millions, except per share data)	Twelve Months Ended December 31, 2023	2022	2021
Revenue	$ 3,622.3	$ 2,909.8	$ 2,448.5
Cost of sales	1,333.4	1,026.7	768.0
Gross profit	2,288.9	1,883.1	1,680.5
Operating expenses:			
Research and development	505.8	484.2	517.1
Collaborative research and development fee	—	—	87.1
Selling, general and administrative	1,185.4	1,007.7	810.5
Total operating expenses	1,691.2	1,491.9	1,414.7
Operating income	597.7	391.2	265.8
Other income (expense), net	112.7	(0.4)	(9.0)
Income before income taxes	710.4	390.8	256.8
Income tax expense	168.9	49.6	39.9
Net income	$ 541.5	$ 341.2	$ 216.9
Basic net income per share	$ 1.40	$ 0.88	$ 0.56
Shares used to compute basic net income per share	386.0	389.4	386.9
Diluted net income per share	$ 1.30	$ 0.82	$ 0.53
Shares used to compute diluted net income per share	425.5	427.5	428.8

See accompanying notes

DexCom, Inc.
Consolidated Statements of Comprehensive Income

(In millions)	Twelve Months Ended December 31, 2023	2022	2021
Net income	$ 541.5	$ 341.2	$ 216.9
Other comprehensive loss, net of tax:			
Translation adjustments and other	(9.2)	(9.8)	(1.0)
Unrealized gain (loss) on marketable debt securities	4.1	(2.3)	(1.7)
Total other comprehensive loss, net of tax	(5.1)	(12.1)	(2.7)
Comprehensive income	$ 536.4	$ 329.1	$ 214.2

See accompanying notes

DexCom, Inc.
Consolidated Statements of Stockholders' Equity

(In millions)	Common Stock Shares	Common Stock Amount	Additional Paid-In Capital	Accumulated Other Comprehensive Income (Loss)	Retained Earnings (Accumulated Deficit)	Treasury Stock	Total Stockholders' Equity
Balance at December 31, 2020	384.4	0.4	1,726.5	3.2	(78.2)	(100.0)	1,551.9
Issuance of common stock under equity incentive plans	2.9	—	—	—	—	—	—
Issuance of common stock for Employee Stock Purchase Plan	0.3	—	20.3	—	—	—	20.3
Tax benefit related to Senior Convertible Notes	—	—	(2.0)	—	—	—	(2.0)
Conversions of 2023 Notes	1.4	—	32.6	—	—	24.6	57.2
Benefit of note hedge upon conversions of 2023 Notes	(1.0)	—	130.8	—	—	(130.8)	—
Share-based compensation expense	—	—	113.4	—	—	—	113.4
Collaborative research and development fee	—	—	87.1	—	—	—	87.1
Net income	—	—	—	—	216.9	—	216.9
Other comprehensive loss, net of tax	—	—	—	(2.7)	—	—	(2.7)
Balance at December 31, 2021	388.0	0.4	2,108.7	0.5	138.7	(206.2)	2,042.1
Issuance of common stock under equity incentive plans	1.6	—	—	—	—	—	—
Issuance of common stock for Employee Stock Purchase Plan	0.3	—	22.5	—	—	—	22.5
Issuance of common stock in connection with achievement of regulatory approval milestone, net of issuance costs	2.9	—	(189.3)	—	—	189.2	(0.1)
Purchases of treasury stock	(6.6)	—	—	—	—	(557.7)	(557.7)
Tax benefit related to Senior Convertible Notes	—	—	(0.4)	—	—	—	(0.4)
Conversions of 2023 Notes	0.4	—	4.2	—	—	13.2	17.4
Benefit of note hedge upon conversions of 2023 Notes	(0.3)	—	33.5	—	—	(33.5)	—
Share-based compensation expense	—	—	126.5	—	—	—	126.5
Capitalization of sales-based milestones	—	—	152.4	—	—	—	152.4
Net income	—	—	—	—	341.2	—	341.2
Other comprehensive loss, net of tax	—	—	—	(12.1)	—	—	(12.1)
Balance at December 31, 2022	386.3	$ 0.4	$ 2,258.1	$ (11.6)	$ 479.9	$ (595.0)	$ 2,131.8
Issuance of common stock under equity incentive plans	1.4	—	—	—	—	—	—
Issuance of common stock for Employee Stock Purchase Plan	0.3	—	26.6	—	—	—	26.6
Issuance of common stock in connection with achievement of sales-based milestone, net of issuance costs	3.7	—	(323.4)	—	—	323.2	(0.2)
Purchases of treasury stock, including excise tax	(6.3)	—	(0.2)	—	—	(689.0)	(689.2)
Tax benefit related to Senior Convertible Notes	—	—	(4.4)	—	—	—	(4.4)
Conversions of 2023 Notes	12.2	—	(13.1)	—	—	—	(13.1)
Benefit of note hedge upon conversions of 2023 Notes	(12.2)	—	1,496.5	—	—	(1,490.3)	6.2
Purchase of capped call transactions, net of tax	—	—	(76.3)	—	—	—	(76.3)
Share-based compensation expense	—	—	150.8	—	—	—	150.8
Net income	—	—	—	—	541.5	—	541.5
Other comprehensive loss, net of tax	—	—	—	(5.1)	—	—	(5.1)
Balance at December 31, 2023	385.4	$ 0.4	$ 3,514.6	$ (16.7)	$ 1,021.4	$ (2,451.1)	$ 2,068.6

See accompanying notes

DexCom, Inc.
Consolidated Statements of Cash Flows

(In millions)	Twelve Months Ended December 31, 2023	2022	2021
Operating activities			
Net income	$ 541.5	$ 341.2	$ 216.9
Adjustments to reconcile net income to cash provided by operating activities:			
Depreciation and amortization	186.0	155.9	102.0
Share-based compensation	150.8	126.5	113.4
Collaborative research and development fee	—	—	87.1
Loss on extinguishment of debt	—	—	0.1
Non-cash interest expense	7.8	6.3	7.2
Realized (gain) loss on equity investment	(1.9)	(0.2)	(11.6)
Deferred income taxes	(55.0)	(21.6)	15.8
Other non-cash income and expenses	(83.9)	34.7	43.6
Changes in operating assets and liabilities:			
Accounts receivable, net	(260.1)	(199.9)	(75.5)
Inventory	(252.6)	49.3	(112.2)
Prepaid and other assets	19.3	(131.6)	(21.3)
Operating lease right-of-use assets and liabilities, net	(4.5)	(5.8)	(0.1)
Accounts payable and accrued liabilities	466.5	295.1	58.0
Accrued payroll and related expenses	37.2	8.5	10.4
Deferred revenue and other liabilities	(2.6)	11.1	8.7
Net cash provided by operating activities	748.5	669.5	442.5
Investing activities			
Purchase of marketable securities	(3,200.4)	(2,266.3)	(2,473.1)
Proceeds from sale and maturity of marketable securities	2,947.4	2,127.8	2,666.3
Purchases of property and equipment	(236.6)	(364.8)	(389.2)
Acquisitions, net of cash acquired	—	(3.9)	(30.2)
Other investing activities	(17.6)	(14.3)	10.1
Net cash used in investing activities	(507.2)	(521.5)	(216.1)
Financing activities			
Net proceeds from issuance of common stock	26.6	22.5	20.3
Purchases of treasury stock	(688.7)	(557.7)	—
Proceeds from issuance of convertible notes, net of issuance costs	1,230.6	—	—
Purchases of capped call transactions	(101.3)	—	—
Payments for conversions of senior convertible notes	(787.3)	—	—
Other financing activities	1.5	(17.3)	(9.9)
Net cash provided by (used in) financing activities	(318.6)	(552.5)	10.4
Effect of exchange rate changes on cash, cash equivalents and restricted cash	1.5	(5.8)	(1.4)
Increase (decrease) in cash, cash equivalents and restricted cash	(75.8)	(410.3)	235.4
Cash, cash equivalents and restricted cash, beginning of period	643.3	1,053.6	818.2
Cash, cash equivalents and restricted cash, end of period	$ 567.5	$ 643.3	$ 1,053.6
Reconciliation of cash, cash equivalents and restricted cash, end of period:			
Cash and cash equivalents	$ 566.3	$ 642.3	$ 1,052.6
Restricted cash	1.2	1.0	1.0
Total cash, cash equivalents and restricted cash	$ 567.5	$ 643.3	$ 1,053.6

	Twelve Months Ended December 31,		
	2023	2022	2021
Supplemental disclosure of non-cash investing and financing transactions:			
Shares issued for repurchase and conversions of senior convertible notes	$ 1,501.9	$ 35.9	$ 157.7
Shares received under note hedge upon conversion of 2023 Notes	$ (1,490.3)	$ (33.5)	$ (130.8)
Acquisition of property and equipment included in accounts payable and accrued liabilities	$ 53.2	$ 25.7	$ 45.4
Supplemental cash flow information:			
Cash paid during the year for interest	$ 12.4	$ 12.2	$ 11.6
Cash paid during the year for income taxes	$ 212.3	$ 114.2	$ 16.8

See accompanying notes

1. Organization and Significant Accounting Policies

Organization and Business

DexCom, Inc. is a medical device company that develops and markets continuous glucose monitoring, or CGM, systems for the management of diabetes by patients, caregivers, and clinicians around the world. Unless the context requires otherwise, the terms “we,” “us,” “our,” the “company,” or “Dexcom” refer to DexCom, Inc. and its subsidiaries.

Basis of Presentation and Principles of Consolidation

These consolidated financial statements include the accounts of DexCom, Inc. and our wholly owned subsidiaries. All significant intercompany balances and transactions have been eliminated in consolidation. We have reclassified certain amounts previously reported in our financial statements to conform to the current presentation.

We determine the functional currencies of our international subsidiaries by reviewing the environment where each subsidiary primarily generates and expends cash. For international subsidiaries whose functional currencies are the local currencies, we translate the financial statements into U.S. dollars using period-end exchange rates for assets and liabilities and average exchange rates for each period for revenue, costs and expenses. We include translation-related adjustments in comprehensive income and in accumulated other comprehensive loss in the equity section of our consolidated balance sheets. We record gains and losses resulting from transactions with customers and vendors that are denominated in currencies other than the functional currency and from certain intercompany transactions in other income (expense), net in our consolidated statements of operations.

Use of Estimates

The preparation of consolidated financial statements in conformity with U.S. generally accepted accounting principles, or GAAP, requires us to make certain estimates and assumptions that affect the amounts reported in our consolidated financial statements and the disclosures made in the accompanying notes. Areas requiring significant estimates include rebates, excess or obsolete inventories and the valuation of inventory, accruals for litigation contingencies, and the amount of our worldwide tax provision and the realizability of deferred tax assets. Despite our intention to establish accurate estimates and use reasonable assumptions, actual results may differ from our estimates.

Fair Value Measurements

The authoritative guidance establishes a fair value hierarchy that is based on the extent and level of judgment used to estimate the fair value of assets and liabilities. In general, the authoritative guidance requires us to maximize the use of observable inputs and minimize the use of unobservable inputs when measuring fair value. An asset or liability’s categorization within the fair value hierarchy is based upon the lowest level of input that is significant to the measurement of its fair value. The three levels of input defined by the authoritative guidance are as follows:

Level 1—Uses unadjusted quoted prices that are available in active markets for identical assets or liabilities.

Level 2—Uses inputs other than quoted prices included in Level 1 that are observable, either directly or indirectly, through correlation with market data. These include quoted prices in active markets for similar assets or liabilities; quoted prices for identical or similar assets or liabilities in markets that are not active; and inputs to valuation models or other pricing methodologies that do not require significant judgment because the inputs used in the model, such as interest rates and volatility, can be corroborated by readily observable market data for substantially the full term of the assets or liabilities.

Level 3—Uses unobservable inputs that are supported by little or no market activity and that are significant to the determination of fair value. Level 3 assets and liabilities include those whose fair values are determined using pricing models, discounted cash flow methodologies, or similar valuation techniques and significant judgment or estimation.

We estimate the fair value of most of our cash equivalents using Level 1 inputs. We estimate the fair value of our marketable equity securities using Level 1 inputs and we estimate the fair value of our marketable debt securities using Level 2 inputs. We carry our marketable securities at fair value. We carry our other financial instruments, such as cash and cash equivalents, accounts receivable, prepaid expenses and other current assets, accounts payable and accrued liabilities, at cost, which approximates the related fair values due to the short-term maturities of these instruments. See Note 3 “Fair Value Measurements” to the consolidated financial statements for more information.

Cash and Cash Equivalents

We consider highly liquid investments with a maturity of 90 days or less at the time of purchase to be cash equivalents.

Marketable Securities

We have classified our marketable securities with remaining maturity at purchase of more than three months and remaining maturities of one year or less as short-term marketable securities. We have also classified marketable securities with remaining maturities of greater than one year as short-term marketable securities based upon our ability and intent to use any and all of those marketable securities to satisfy the liquidity needs of our current operations.

We calculate realized gains or losses on our marketable securities using the specific identification method. We carry our marketable debt securities at fair value with unrealized gains and losses reported as a separate component of stockholders’ equity in our consolidated balance sheets and included in comprehensive income. Interest income and realized gains and losses on marketable debt securities are included in other income (expense), net in our consolidated statements of operations. We carry our marketable equity securities at fair value with realized and unrealized gains and losses reported in income (loss) from equity investments in our consolidated statements of operations.

We invest in various types of debt securities, including debt securities in government-sponsored entities, corporate debt securities, U.S. Treasury securities, supranational securities, and commercial paper. We do not generally intend to sell these investments and it is not more likely than not that we will be required to sell the investments before recovery of their amortized cost bases, which may be at maturity. See Note 3 “Fair Value Measurements” and *Short-Term Marketable Securities* in Note 4 “Balance Sheet Details and Other Financial Information” to the consolidated financial statements for more information on our marketable securities.

Accounts Receivable and Allowance for Doubtful Accounts

Accounts receivable are generally recorded at the invoiced amount, net of prompt pay discounts, for distributors and at net realizable value for direct customers, which is determined using estimates of claim denials and historical reimbursement experience without regard to aging category. Accounts receivable are not interest bearing. We evaluate the creditworthiness of significant customers based on historical trends, the financial condition of our customers, and external market factors. We generally do not require collateral from our customers. We maintain an allowance for doubtful accounts for potential credit losses. Uncollectible accounts are written off against the allowance after appropriate collection efforts have been exhausted and when it is deemed that a customer account is uncollectible. Generally, receivable balances that are more than one year past due are deemed uncollectible.

Concentration of Credit Risk and Significant Customers

Financial instruments which potentially subject us to concentrations of credit risk consist primarily of cash, cash equivalents, short-term marketable securities, and accounts receivable. We limit our exposure to credit risk by placing our cash and investments with a few major financial institutions. We have also established guidelines regarding diversification of our investments and their maturities that are designed to maintain principal and maximize liquidity. We review these guidelines periodically and modify them to take advantage of trends in yields and interest rates and changes in our operations and financial position.

The following table sets forth the percentages of total revenue or gross accounts receivable for customers that represent 10% or more of the respective amounts for the periods shown:

	Revenue**			Gross Accounts Receivable	
	Twelve Months Ended December 31,			As of December 31,	
	2023	2022	2021	2023	2022
Customer A	35 %	32 %	28 %	20 %	19 %
Customer B	*	11 %	12 %	*	10 %
Customer C	30 %	26 %	21 %	23 %	17 %
Customer D	37 %	29 %	18 %	27 %	22 %
Customer E	*	10 %	*	*	*

* Less than 10%

** Total revenue for each customer is net of fees, cash discounts, and rebates directly allocable to that customer. Rebates paid to other entities are excluded; therefore, the combined value may exceed 100%.

Inventory

Inventory is valued at the lower of cost or net realizable value on a part-by-part basis that approximates first in, first out. We capitalize inventory produced in preparation for commercial launches when it becomes probable that the product will receive regulatory approval and that the related costs will be recoverable through the commercialization of the product. A number of factors are considered, including the status of the regulatory application approval process, management's judgment of probable future commercial use, and net realizable value.

We record adjustments to inventory for potential excess or obsolete inventory, as well as inventory that does not pass quality control testing, in order to state inventory at net realizable value. Factors influencing these adjustments include inventories on hand and on order compared to estimated future usage and sales for existing and new products, as well as judgments regarding quality control testing data and assumptions about the likelihood of scrap and obsolescence. Once written down the adjustments are considered permanent and are not reversed until the related inventory is disposed of or sold.

Our products require customized products and components that currently are available from a limited number of sources. We purchase certain components and materials from single sources due to quality considerations, costs or constraints resulting from regulatory requirements.

Historically, our inventory reserves have been adequate to cover our actual losses. However, if actual product life cycles, product quality or market conditions differ from our assumptions, additional inventory adjustments that would increase cost of sales could be required.

Property and Equipment

Property and equipment is stated at cost less accumulated depreciation and amortization. We capitalize additions and improvements and expense maintenance and repairs as incurred. We also capitalize certain costs incurred for the development of enterprise-level business and finance software that we use internally in our operations. Costs incurred in the application development phase are capitalized while costs related to planning and other preliminary project activities and to post-implementation activities are expensed as incurred.

We calculate depreciation using the straight-line method over the estimated useful lives of the assets. Estimated useful lives are generally three to five years for computer software and hardware, including internal use software, four to fifteen years for machinery and equipment, and five years for furniture and fixtures. Leasehold and land improvements are amortized over the shorter of the estimated useful lives of the assets or the remaining lease term. Buildings are amortized over the shorter of the ownership of the building or forty years. We include the amortization of assets that are recorded under finance leases in depreciation expense. On retirement or disposition, the asset cost and related accumulated depreciation are removed from our consolidated balance sheets and any gain or loss is recognized in our consolidated statements of operations.

We review property and equipment for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. We estimate the recoverability of the asset by comparing the carrying amount to the future undiscounted cash flows that we expect the asset to generate. We estimate the fair value of the asset based on the present value of future cash flows for those assets. If the carrying value of an asset exceeds its estimated fair value, we would record an impairment loss equal to the difference.

Goodwill

We record goodwill when the fair value of consideration transferred in a business combination exceeds the fair value of the identifiable assets acquired and liabilities assumed. Goodwill and other intangible assets that have indefinite useful lives are not amortized, but are tested annually for impairment during the fourth fiscal quarter and whenever events or changes in circumstances indicate that it is more likely than not that the fair value is less than the carrying value. Events that would indicate impairment and trigger an interim impairment assessment include, but are not limited to, current economic and market conditions, including a decline in market capitalization, a significant adverse change in legal factors, business climate or operational performance of the business, and an adverse action or assessment by a regulator.

We perform our goodwill impairment analysis at the reporting unit level, which aligns with Dexcom's reporting structure and the availability of discrete financial information.

We perform the first step of our annual impairment analysis by either comparing a reporting unit's estimated fair value to its carrying amount or doing a qualitative assessment of a reporting unit's fair value from the last quantitative assessment to determine if there is potential impairment. We may do a qualitative assessment when the results of the previous quantitative test indicated the reporting unit's estimated fair value was significantly in excess of the carrying value of its net assets and we do not believe there have been significant changes in the reporting unit's operations that would significantly decrease its estimated fair value or significantly increase its net assets. If a quantitative assessment is performed the evaluation includes management estimates of cash flow projections based on internal future projections and/or use of a market approach by looking at market values of comparable companies. Key assumptions for these projections include revenue growth, future gross margin and operating margin growth, and weighted cost of capital and terminal growth rates. The revenue and margin growth are based on increased sales of new and existing products as we maintain investments in research and development. Additional assumed value creators may include increased efficiencies from capital spending. The resulting cash flows are discounted using a weighted average cost of capital. Operating mechanisms and requirements to ensure that growth and efficiency assumptions will ultimately be realized are also considered in the evaluation, including the timing and probability of regulatory approvals for our products to be commercialized. We also consider Dexcom's market capitalization as a part of our analysis.

If the estimated fair value of a reporting unit exceeds the carrying amount of the net assets assigned to that unit, goodwill is not impaired and no further analysis is required. If the carrying value of the net assets assigned to a reporting unit exceeds the estimated fair value of the unit, we perform the second step of the impairment test. In this step we allocate the fair value of the reporting unit calculated in step one to all of the assets and liabilities of that unit, as if we had just acquired the reporting unit in a business combination. The excess of the fair value of the reporting unit over the total amount allocated to the assets and liabilities represents the implied fair value of goodwill. If the carrying amount of a reporting unit's goodwill exceeds its implied fair value, we would record an impairment loss equal to the difference. We recorded no significant goodwill impairment charges for the twelve months ended December 31, 2023, 2022 or 2021.

The change in goodwill for the twelve months ended December 31, 2023 and 2022 primarily consisted of translation adjustments on our foreign currency denominated goodwill.

Intangible Assets and Other Long-Lived Assets

Intangible assets are included in intangibles and other assets, net in our consolidated balance sheets. We amortize intangible assets with a finite life, such as the customer relationships, acquired technology and intellectual property, trademarks and trade name, and other intangibles, on a straight-line basis over their estimated useful lives, which range from one to seven years. We review intangible assets that have finite lives and other long-lived assets for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. We estimate the fair value of the asset based on the present value of future cash flows for those assets. If the carrying value of an asset exceeds its estimated fair value, we would record an impairment loss equal to the difference.

For transactions other than a business combination, we also capitalize as intangible assets the cost of certain milestones payable by us to collaborative partners and incurred at or after the product has obtained regulatory approval for marketing. The intangible assets associated with these milestones are amortized over the remaining estimated useful life of the underlying asset.

We recorded no significant intangible asset impairment charges for the twelve months ended December 31, 2023, 2022 or 2021.

Income Taxes

We account for income taxes under the asset and liability method, which requires the recognition of deferred tax assets and liabilities for the expected future tax consequences of events that have been included in the financial statements. The effect of a change in tax rate on deferred tax assets and liabilities is recognized in income in the period that includes the enactment date.

We recognize deferred tax assets to the extent that we believe that these assets are more likely than not to be realized. In making such determination, we consider all available positive and negative evidence, including future reversals of existing taxable temporary differences, projected future taxable income, tax-planning strategies, carryback potential if permitted under tax law and results of recent operations. If we determine that we would be able to realize our deferred tax assets in the future in excess of their net recorded amount, we would make an adjustment to the deferred tax asset valuation allowance, which would reduce the provision for income taxes.

We record uncertain tax positions in accordance with ASC 740 on the basis of a two-step process in which (1) we determine whether it is more likely than not that the tax positions will be sustained on the basis of the technical merits of the position and (2) for those tax positions that meet the more-likely-than-not recognition threshold, we recognize the largest amount of tax benefit that is more than 50 percent likely to be realized upon ultimate settlement with the related tax authority.

We file federal and state income tax returns in the United States and income tax returns in various other foreign jurisdictions with varying statutes of limitations. Due to net operating losses incurred, our income tax returns from inception to date are subject to examination by taxing authorities. We recognize interest expense and penalties related to income tax matters, including unrecognized tax benefits, as a component of income tax expense.

We recognize income tax expense for basis differences related to global intangible low-taxed income ("GILTI") as a period cost if and when incurred. GILTI is a category of income that is earned abroad by U.S.-controlled foreign corporations (CFCs) and is subject to special treatment under the U.S. tax code.

Warranty Accrual

Estimated warranty costs associated with a product are recorded at the time revenue is recognized. We estimate future warranty costs by analyzing historical warranty experience for the timing and amount of returned product, and expectations for future warranty activity based on changes and improvements to the product or process that are in place or will be in place in the future. We evaluate these estimates on at least a quarterly basis to determine the continued appropriateness of our assumptions.

Loss Contingencies

We are subject to certain legal proceedings, as well as demands, claims and threatened litigation that arise in the normal course of our business. We review the status of each significant matter quarterly and assess our potential financial exposure. If the potential loss from a claim or legal proceeding is considered probable and the amount can be reasonably estimated, we record a liability and an expense for the estimated loss and disclose it in our financial statements if it is significant. If we determine that a loss is possible and the range of the loss can be reasonably determined, we do not record a liability or an expense but we disclose the range of the possible loss. We base our judgments on the best information available at the time. As additional information becomes available, we reassess the potential liability related to our pending claims and litigation and may revise our estimates. Any revision of our estimates of potential liability could have a material impact on our financial position and operating results.

Comprehensive Income

Comprehensive income consists of two elements, net income and other comprehensive loss. We report all components of comprehensive income, including net income, in our financial statements in the period in which they are recognized. Total comprehensive income is defined as the change in equity during a period from transactions and other events and circumstances from non-owner sources. We report net income and the components of other comprehensive loss, including foreign currency translation adjustments and unrealized gains and losses on marketable securities, net of their related tax effect to arrive at total comprehensive income.

Revenue Recognition

We generate our revenue from the sale of disposable sensors and our reusable transmitter and receiver, collectively referred to as Reusable Hardware. We also refer to Reusable Hardware and disposable sensors in this section as Components. We generally recognize revenue when control is transferred to our customers in an amount that reflects the net consideration to which we expect to be entitled.

In determining how revenue should be recognized, a five-step process is used, which includes identifying performance obligations in the contract, determining whether the performance obligations are separate, allocating the transaction price to each separate performance obligation, estimating the amount of variable consideration to include in the transaction price and determining the timing of revenue recognition for separate performance obligations.

Contracts and Performance Obligations

We consider customer purchase orders, which in most cases are governed by agreements with distributors or third-party payors, to be contracts with a customer. For each contract, we consider the obligation to transfer Components to the customer, each of which are distinct, to be separate performance obligations.

Transaction Price

Transaction price for the Components reflects the net consideration to which we expect to be entitled. Transaction price is typically based on the contracted rates less an estimate of claim denials and historical reimbursement experience by payor, which include current and future expectations regarding reimbursement rates and payor mix.

Variable Consideration

We include an estimate of variable consideration in the calculation of the transaction price at the time of sale, when control of the Components transfers to the customer. Variable consideration includes, but is not limited to: rebates, chargebacks, consideration payable to customers such as specialty distributor and wholesaler fees, product returns provision, prompt payment discounts, and various other promotional or incentive arrangements. We classify our provisions related to variable consideration as a reduction of accounts receivable when we are not required to make a payment or as a liability when we are required to make a payment.

Estimates

We review the adequacy of our estimates for transaction price adjustments and variable consideration at each reporting date. If the actual amounts of consideration we receive differ from our estimates, we would adjust our estimates and that would affect reported revenue in the period that such variances become known. If any of these judgments were to change, it could cause a material increase or decrease in the amount of revenue we report in a particular period.

Rebates

We are subject to rebates on pricing programs with managed care organizations, such as pharmacy benefit managers, governmental and third-party commercial payors, primarily in the U.S. We estimate provisions for rebates based on contractual arrangements, estimates of products sold subject to rebate, known events or trends and channel inventory data.

Chargebacks

We participate in chargeback programs, primarily with government entities in the U.S., under which pricing on products below negotiated list prices is provided to participating entities and equal to the difference between their acquisition cost and the lower negotiated price. We estimate provisions for chargebacks primarily based on historical experience on a product and program basis, current contract prices under the chargeback programs and channel inventory data.

Consideration Payable to the Customer

We pay administrative and service fees to certain of our distributors based on a fixed percentage of the product price. These fees are not in exchange for a distinct good or service and therefore are recognized as a reduction of the transaction price. We accrue for these fees based on actual net sales and contractual fee rates negotiated with the customer.

Product Returns

In accordance with the terms of their distribution agreements, most distributors do not have rights of return. The distributors typically have a limited time frame to notify us of any missing, damaged, defective or non-conforming products. We generally provide a “30-day money back guarantee” program whereby first-time end-user customers may return Reusable Hardware. We estimate our product returns provision principally based on historical experience by applying a historical return rate to the amounts of revenue estimated to be subject to returns. Additionally, we consider other specific factors such as estimated shelf life of inventory in the distribution channel and changes to customer terms.

Prompt Payment Discounts

We provide customers with prompt payment discounts which may result in adjustments to the price that is invoiced for the product transferred, in the case that payments are made within a defined period. We estimate prompt payment discount accruals based on actual net sales and contractual discount rates.

Various Other Promotional or Incentive Arrangements

Other promotional or incentive arrangements are periodically offered to customers, including but not limited to co-payment assistance we provide to patients with commercial insurance, promotional programs related to the launch of products or other targeted promotions. We record a provision for the incentive earned based on the number of estimated claims and our estimate of the cost per claim related to product sales that we have recognized as revenue.

Revenue Recognition

We record revenue from sales of Components upon transfer of control of the product to the customer. We typically determine transfer of control based on when the product is shipped or delivered and title passes to the customer.

In cases where our free-of-charge software, mobile applications and updates are deemed to be separate performance obligations, revenue is recognized over time on a ratable basis over the estimated life of the related Reusable Hardware component.

Our sales of Components include an assurance-type warranty.

Contract Balances

Contract balances represent amounts presented in our consolidated balance sheets when either we have transferred goods or services to the customer or the customer has paid consideration to us under the contract. These contract balances include accounts receivable and deferred revenue. Payment terms vary by contract type and type of customer and generally range from 30 to 90 days.

Accounts receivable as of December 31, 2023 included unbilled accounts receivable of $8.0 million. We expect to invoice and collect all unbilled accounts receivable within twelve months.

We record deferred revenue when we have entered into a contract with a customer and cash payments are received or due prior to transfer of control or satisfaction of the related performance obligation.

Our performance obligations are generally satisfied within twelve months of the initial contract date. The deferred revenue balances related to performance obligations that will be satisfied after twelve months was $7.4 million as of December 31, 2023 and $19.0 million as of December 31, 2022. These balances are included in other long-term liabilities in our consolidated balance sheets. Revenue recognized in the period from performance obligations satisfied in previous periods was not material for the periods presented.

Deferred Cost of Sales

Deferred cost of sales are associated with transactions for which revenue recognition criteria are not met but product has shipped and released from inventory. Deferred cost of sales are included in prepaid and other current assets in our consolidated balance sheets.

Incentive Compensation Costs

We generally expense incentive compensation associated with our internal sales force when incurred because the amortization period for such costs, if capitalized, would have been one year or less. We record these costs in selling, general and administrative expense in our consolidated statements of operations.

Product Shipment Costs

We record the amounts we charge our customers for the shipping and handling of our products in revenue and we record the related costs as cost of sales in our consolidated statements of operations.

Research and Development

We expense costs of research and development as we incur them. Our research and development expenses primarily consists of engineering and research expenses related to our sensing technology, clinical trials, regulatory expenses, quality assurance programs, employee compensation, and business process outsourcers.

Our technology includes certain software that we develop. We expense software development costs as we incur them until technological feasibility has been established, at which time we capitalize development costs until the product is available for general release to customers. To date, our software has been available for general release concurrent with the establishment of technological feasibility and, accordingly, we have not capitalized any development costs.

Collaboration Agreements

We may enter into agreements with collaboration partners for the development and commercialization of our products. These arrangements may include payments contingent on the occurrence of certain events such as development, regulatory or sales-based milestones.

When we account for these agreements, we consider the unique nature, terms and facts and circumstances of each transaction. Below are some example activities and how we account for them:

- Payments to collaboration partners through issuance of common stock as consideration in an asset acquisition are considered share-based payment to non-employees in exchange for goods within the scope of ASC Topic 718, “Compensation - Stock Compensation.” The amount and the timing of the cost recognition of such milestones in our financial statements is driven by the accounting for the specific type of equity instrument under ASC 718 that aligns with the terms of the agreement, including any performance conditions.
- The value associated with in-process research and development (“IPR&D”) in an asset acquisition incurred prior to regulatory approval is expensed as it does not have an alternative future use and is recorded as research and development expense.
- The value associated with IPR&D in an asset acquisition incurred at or after regulatory approval is usually capitalized as an intangible asset and amortized over the periods in which the related products are expected to contribute to future cash flows.

Advertising Costs

We expense costs to produce advertising as we incur them whereas costs to communicate advertising are expensed when the advertising is first run. Advertising costs are included in selling, general and administrative expenses. Advertising expense was $180.8 million, $160.6 million and $150.1 million for the twelve months ended December 31, 2023, 2022 and 2021, respectively.

Leases

We determine if an arrangement is a lease at inception. Lease right-of-use assets represent our right to use an underlying asset for the lease term and lease liabilities represent our obligation to make lease payments arising from the lease. Lease right-of-use assets and liabilities with terms of more than 12 months are recognized at commencement date based on the present value of lease payments over the lease term. The discount rate used to determine the present value is our collateralized incremental borrowing rate unless the interest rate implicit in the lease is readily determinable.

For operating leases, lease expense is recognized on a straight-line basis within operating expenses over the lease term. For finance leases, lease expense is recognized as interest and depreciation; interest using the effective interest method and depreciation on a straight-line basis over the shorter of the estimated useful lives of the assets or, in the instance where title does not transfer at the end of the lease term, the lease term. Short-term leases with lease terms of 12 months or less are not recorded on the balance sheet and are recognized on a straight line basis over the lease term.

Operating lease right-of-use assets and lease liabilities are presented separately in our consolidated balance sheets. Finance lease right-of-use assets are included in property and equipment and finance lease liabilities are included in accounts payable and accrued liabilities and in other long-term liabilities in our consolidated balance sheets.

Our lease agreements may contain lease components and non-lease components. For certain asset classes, we have elected to account for both of those components as a single lease component. We use a portfolio approach to account for the right-of-use assets and liabilities associated with certain machinery and equipment leases. Variable lease payments may include payments associated with non-lease components, payments that do not depend on a rate or index, or other costs. Variable lease payments are recognized in the period in which the obligation for those payments are incurred.

Share-Based Compensation

Share-based compensation expense is measured at the grant date based on the estimated fair value of the award and is recognized straight-line over the requisite service period of the individual grants, which typically equals the vesting period.

We value time-based restricted stock units or RSUs at the date of grant using the intrinsic value method. Certain RSUs granted to senior management vest based on the achievement of pre-established performance or market goals. We estimate the fair value of these performance/market-based RSUs, or PSUs, at the date of grant using the intrinsic value method and the probability that the specified performance criteria will be met. We update our assessment of the probability that the specified performance criteria will be achieved each quarter and adjust our estimate of the fair value of the PSUs if necessary. The Monte Carlo methodology that we use to estimate the fair value of PSUs at the date of grant incorporates into the valuation the possibility that the market condition may not be satisfied. Provided that the requisite service is rendered, the total fair value of the PSUs at the date of grant must be recognized as compensation expense even if the market condition is not achieved. However, the number of shares that ultimately vest can vary significantly with the performance of the specified market criteria.

If any of the assumptions used change significantly, share-based compensation expense may differ materially from what we have recorded in the current period.

We account for forfeitures as they occur by reversing any share-based compensation expense related to awards that will not vest.

Net Income Per Share

Basic net income per share attributable to common stockholders is calculated by dividing the net income attributable to common stockholders by the weighted-average number of common shares outstanding during the period. Diluted net income per share is computed using the weighted average number of common shares outstanding during the period and, when dilutive, potential common share equivalents.

Potentially dilutive common shares consist of shares issuable from RSUs, PSUs, warrants, our senior convertible notes, and collaborative sales-based milestones. Potentially dilutive common shares issuable upon vesting of RSUs, PSUs, and exercise of warrants are determined using the average share price for each period under the treasury stock method. Potentially dilutive common shares issuable upon conversion of our senior convertible notes are determined using the if-converted method. In periods of net losses, we exclude all potentially dilutive common shares from the computation of the diluted net loss per share for those periods as the effect would be anti-dilutive.

The following table sets forth the computation of basic and diluted net income per share for the periods shown:

	Twelve Months Ended December 31,		
(In millions, except per share data)	2023	2022	2021
Net income	$ 541.5	$ 341.2	$ 216.9
Add back interest expense, net of tax attributable to assumed conversion of senior convertible notes	12.6	11.0	11.4
Net income - diluted	$ 554.1	$ 352.2	$ 228.3
Net income per common share			
Basic	$ 1.40	$ 0.88	$ 0.56
Diluted	$ 1.30	$ 0.82	$ 0.53
Basic weighted average shares outstanding	386.0	389.4	386.9
Dilutive potential common stock outstanding:			
Collaborative sales-based milestones	0.7	—	—
Restricted stock units and performance stock units	1.1	1.0	2.1
Senior convertible notes	26.2	26.9	28.3
Warrants	11.5	10.2	11.5
Diluted weighted average shares outstanding	425.5	427.5	428.8

Outstanding anti-dilutive securities not included in the diluted net income per share attributable to common stockholders calculations were as follows:

	Twelve Months Ended December 31,		
(In millions)	2023	2022	2021
Restricted stock units and performance stock units	—	0.4	—

Recent Accounting Guidance

Recently Adopted Accounting Pronouncements

In October 2021, the FASB issued ASU No. 2021-08, *Business Combinations (Topic 805): Accounting for Contract Assets and Contract Liabilities from Contracts with Customers.* This guidance is intended improve the accounting for acquired revenue contracts with customers in a business combination. The new guidance requires that the acquirer recognize and measure contract assets and contract liabilities acquired in a business combination in accordance with Topic 606. ASU 2021-08 is effective for public business entities for fiscal years beginning after December 15, 2022, including interim periods within those fiscal years, and early adoption is permitted. The amendments should be applied prospectively to business combinations occurring on or after the adoption date. We adopted ASU 2021-08 in the first quarter of 2023 and there was no impact to our consolidated financial statements.

Recently Issued Accounting Pronouncements Not Yet Adopted

In November 2023, the FASB issued Accounting Standards Update (ASU) 2023-07, *Segment Reporting (Topic 280): Improvements to Reportable Segment Disclosures*. The ASU expands public entities' segment disclosures by requiring disclosure of significant segment expenses that are regularly reviewed by the CODM and included within each reported measure of segment profit or loss, an amount and description of its composition for other segment items, and interim disclosures of a reportable segment's profit or loss and assets. The ASU also allows, in addition to the measure that is most consistent with U.S. GAAP, the disclosure of additional measures of segment profit or loss that are used by the CODM in assessing segment performance and deciding how to allocate resources. All disclosure requirements under ASU 2023-07 are also required for public entities with a single reportable segment. The ASU is effective for fiscal years beginning after December 15, 2023, and interim periods within fiscal years beginning after December 15, 2024, on a retrospective basis, with early adoption permitted. We are currently evaluating the impact of this standard on our consolidated financial statements and disclosures.

In December 2023, the FASB issued ASU 2023-09, *Improvements to Income Tax Disclosures*. The ASU requires greater disaggregation of information about a reporting entity's effective tax rate reconciliation as well as information on income taxes paid. The ASU applies to all entities subject to income taxes and is intended to help investors better understand an entity's exposure to potential changes in jurisdictional tax legislation and assess income tax information that affects cash flow forecasts and capital allocation decisions. The ASU is effective for annual periods beginning after December 15, 2024, with early adoption permitted. The ASU should be applied on a prospective basis although retrospective application is permitted. We are currently evaluating the impact of this standard on our consolidated financial disclosures.

2. Development and Other Agreements

Collaboration with Verily Life Sciences

On November 20, 2018, we entered into an Amended and Restated Collaboration and License Agreement with Verily Life Sciences LLC (an Alphabet Company) and Verily Ireland Limited (collectively, "Verily"), which we refer to as the Restated Collaboration Agreement. This replaced our original Collaboration and License Agreement with Verily dated August 10, 2015, as amended in October 2016, including the royalty obligations provisions under that original agreement. Pursuant to the Restated Collaboration Agreement, we and Verily have agreed to continue to jointly develop a certain next-generation CGM product, and potentially one or more additional CGM products, for which we will have exclusive commercialization rights.

The Restated Collaboration Agreement also provides us with an exclusive license to use intellectual property of Verily resulting from the collaboration, and certain Verily patents, in the development, manufacture and commercialization of blood-based or interstitial glucose monitoring products more generally (subject to certain exclusions, which are outside of the CGM field as it is commonly understood). It also provides us with non-exclusive license rights under Verily's other intellectual property rights to develop, manufacture and commercialize those kinds of glucose monitoring products and certain CGM-product companion software functionalities. The Restated Collaboration Agreement requires us to use commercially reasonable efforts to develop, launch and commercialize the CGM product(s) that are the subject of the collaboration according to certain timing and other objectives, and provides for one executive sponsor from each of Dexcom and Verily to meet periodically and make decisions related to the collaboration (within a limited scope of authority) by consensus.

In consideration of Verily's performance of its obligations under the joint development plan of the Restated Collaboration Agreement, the licenses granted to us and the amendment of the original agreement, we made upfront, incentive, and the product regulatory approval payments, and will make potential payments for contingent sales-based milestones upon the achievement of certain revenue targets.

We account for the contingent milestones payable in shares of our common stock as equity instruments within the scope of ASC Topic 718. The product regulatory approval and sales-based milestones are accounted for as performance-based awards that vest when the performance conditions have been achieved and are recognized when the achievement of the respective contingent milestone is deemed probable. The value of the contingent milestones is based on our closing stock price on December 28, 2018, which was $29.57 per share.

Upfront and Incentive payments

In the fourth quarter of 2018, we made an initial payment for an upfront fee of $250.0 million through the issuance of 7.4 million shares of our common stock. We recorded a $217.7 million charge in our consolidated statements of operations during 2018 relating to the issuance of this common stock because this milestone payment did not meet the capitalization criteria. The value of the charge was based on our closing stock price of $29.57 per share on December 28, 2018, the date on which we obtained the necessary regulatory approvals and represents the date the performance- based awards were issued. In 2019, we made a cash incentive payment of $3.2 million due to the completion of certain development obligations and we recorded these payments as research and development expense in our consolidated statements of operations.

Contingent milestones

In the fourth quarter of 2021, we determined the achievement of the regulatory approval milestone to be probable and recorded an $87.1 million research and development charge in our consolidated statements of operations. This charge is associated with IPR&D obtained in an asset acquisition prior to regulatory approval and therefore does not have an alternative future use.

In the first quarter of 2022, we received regulatory approval and issued 2.9 million shares of our common stock in connection with our achievement of the related milestone.

In the fourth quarter of 2022, we received FDA approval and determined the achievement of the sales-based milestones to be probable. As such, we capitalized the full value of the sales-based milestones, $152.4 million, as an intangible asset. The sales-based milestones are contingent upon the achievement of certain revenue targets. The value of the sales-based milestones is based on: 1) 5.2 million shares of our common stock, as agreed upon in November 2018 and 2) our closing stock price on December 28, 2018 of $29.57 per share. December 28, 2018 is the date on which we obtained the necessary regulatory approvals and represents the date the performance- based awards were issued. The intangible asset will be amortized using the straight-line method over its estimated useful life of 64 months through March 2028. The related amortization expense is recognized in cost of sales in our consolidated statements of operations and disclosed in Note 4 “Intangibles, Net” to the consolidated financial statements in Part II, Item 8 of this Annual Report.

In the fourth quarter of 2023, we issued 3.7 million shares of our common stock in connection with our achievement of the first sales-based milestone. See the effective tax rate reconciliation in Note 8 “Income Taxes” to the consolidated financial statements for more information on the tax benefits related to the collaboration agreement milestone share-based payments for the periods presented.

All milestones may be paid in cash or shares of our common stock, at our election. If we elect to make these milestone payments in cash, any such cash payment would be equal to the number of shares that would otherwise be issued for the given milestone payment multiplied by the value of our stock on the date the relevant milestone is achieved, and adjusted to give effect to any stock splits, dividends, or similar events. We intend to pay the remaining sales-based contingent milestone in shares of our common stock.

Upon achievement of the first sales-based milestone event and payment of the corresponding milestone fee by us in December 2023, the term of the Restated Collaboration Agreement was extended from December 31, 2028 to December 31, 2033.

3. Fair Value Measurements

Assets and Liabilities Measured at Fair Value on a Recurring Basis

We estimate the fair value of our Level 1 financial instruments, which are in active markets, using unadjusted quoted market prices for identical instruments.

We obtain the fair values for our Level 2 financial instruments, which are not in active markets, from a primary professional pricing source that uses quoted market prices for identical or comparable instruments, rather than direct observations of quoted prices in active markets. Fair values obtained from this professional pricing source can also be based on pricing models whereby all significant observable inputs, including maturity dates, issue dates, settlement dates, benchmark yields, reported trades, broker-dealer quotes, issue spreads, benchmark securities, bids, offers or other market related data, are observable or can be derived from, or corroborated by, observable market data for substantially the full term of the asset. We validate the quoted market prices provided by our primary pricing service by comparing the fair values of our Level 2 marketable securities portfolio balance provided by our primary pricing service against the fair values provided by our investment managers.

The following table summarizes financial assets that we measured at fair value on a recurring basis as of December 31, 2023, classified in accordance with the fair value hierarchy:

	Fair Value Measurements Using			
(In millions)	Level 1	Level 2	Level 3	Total
Cash equivalents	$ 315.9	$ —	$ —	$ 315.9
Debt securities, available-for-sale:				
U.S. government agencies [1]	—	1,612.5	—	1,612.5
Commercial paper	—	184.7	—	184.7
Corporate debt	—	360.6	—	360.6
Total debt securities, available-for-sale	—	2,157.8	—	2,157.8
Other assets [2]	15.2	—	—	15.2
Total assets measured at fair value on a recurring basis	$ 331.1	$ 2,157.8	$ —	$ 2,488.9

The following table summarizes financial assets that we measured at fair value on a recurring basis as of December 31, 2022, classified in accordance with the fair value hierarchy:

	Fair Value Measurements Using			
(In millions)	Level 1	Level 2	Level 3	Total
Cash equivalents	$ 375.9	$ 44.8	$ —	$ 420.7
Debt securities, available-for-sale:				
U.S. government agencies [1]	—	1,530.7	—	1,530.7
Commercial paper	—	119.4	—	119.4
Corporate debt	—	163.8	—	163.8
Total debt securities, available-for-sale	—	1,813.9	—	1,813.9
Other assets [2]	10.2	—	—	10.2
Total assets measured at fair value on a recurring basis	$ 386.1	$ 1,858.7	$ —	$ 2,244.8

[1] Includes debt obligations issued by U.S. government-sponsored enterprises or U.S. government agencies.

[2] Includes assets which are held pursuant to a deferred compensation plan for senior management, which consist mainly of mutual funds.

There were no transfers into or out of Level 3 securities during the twelve months ended December 31, 2023 and 2022.

Fair Value of Senior Convertible Notes

The fair value, based on trading prices (Level 1 inputs), of our senior convertible notes were as follows as of the dates indicated:

	Fair Value Measurements Using Level 1	
(In millions)	December 31, 2023	December 31, 2022
Senior Convertible Notes due 2023	$ —	$ 2,136.2
Senior Convertible Notes due 2025	1,262.8	1,314.9
Senior Convertible Notes due 2028	1,281.8	—
Total fair value of outstanding senior convertible notes	$ 2,544.6	$ 3,451.1

For more information on the carrying values of our senior convertible notes, see *Senior Convertible Notes* in Note 5 “Debt” to the consolidated financial statements.

Foreign Currency and Derivative Financial Instruments

We enter into foreign currency forward contracts to hedge monetary assets and liabilities denominated in foreign currencies. Our foreign currency forward contracts are not designated as hedging instruments. Therefore, changes in the fair values of these contracts are recognized in earnings, thereby offsetting the current earnings effect of the related foreign currency assets and liabilities. The duration of these contracts is generally one month. The derivative gains and losses are included in other income (expense), net in our consolidated statements of operations.

As of December 31, 2023 and December 31, 2022, the notional amounts of outstanding foreign currency forward contracts were $71.0 million and $62.0 million, respectively. The resulting impact on our consolidated financial statements from currency hedging activities was not significant for the twelve months ended December 31, 2023, 2022 and 2021.

Our foreign currency exposures vary but are primarily concentrated in the Australian Dollar, the British Pound, the Canadian Dollar, the Euro, and the Malaysian Ringgit. We monitor the costs and the impact of foreign currency risks upon our financial results as part of our risk management program. We do not use derivative financial instruments for speculation or trading purposes or for activities other than risk management. We do not require and are not required to pledge collateral for these financial instruments and we do not carry any master netting arrangements to mitigate the credit risk.

Assets and Liabilities Measured at Fair Value on a Non-Recurring Basis

In accordance with authoritative guidance, we measure certain non-financial assets and liabilities at fair value on a non-recurring basis. These measurements are usually performed using the discounted cash flow method or cost method and Level 3 inputs. These include items such as non-financial assets and liabilities initially measured at fair value in a business combination and non-financial long-lived assets measured at fair value for an impairment assessment. In general, non-financial assets, including goodwill, intangible assets, and property and equipment, are measured at fair value when there are indicators of impairment and are recorded at fair value only when an impairment is recognized.

We hold certain other investments that we do not measure at fair value on a recurring basis. The carrying values of these investments are $38.5 million as of December 31, 2023 and $19.0 million as of December 31, 2022. We include them in other assets in our consolidated balance sheets. It is impracticable for us to estimate the fair value of these investments on a recurring basis due to the fact that these entities are privately held and limited information is available. We monitor the information that becomes available from time to time and adjust the carrying values of these investments if there are identified events or changes in circumstances that have a significant effect on the fair values.

There were no significant impairment losses during the twelve months ended December 31, 2023. During the fourth quarter 2022, we vacated a leased building and made it available for sublease, resulting in an impairment of its asset group which consisted primarily of leasehold improvements and right-of-use asset. We recorded $23.0 million in impairment losses during the twelve months ended December 31, 2022. See Note 6 “Leases and Other Commitments” to the consolidated financial statements for more information. There were no significant impairment losses during the twelve months ended December 31, 2021.

4. Balance Sheet Details and Other Financial Information

Short-Term Marketable Securities

Short-term marketable securities, consisting of available-for-sale debt securities, were as follows as of the dates indicated:

(In millions)	December 31, 2023 Amortized Cost	Gross Unrealized Gains	Gross Unrealized Losses	Estimated Market Value
Debt securities, available-for-sale:				
U.S. government agencies [1]	$ 1,611.8	$ 1.2	$ (0.5)	$ 1,612.5
Commercial paper	184.8	—	(0.1)	184.7
Corporate debt	360.8	0.1	(0.3)	360.6
Total debt securities, available-for-sale	$ 2,157.4	$ 1.3	$ (0.9)	$ 2,157.8

(In millions)	December 31, 2022 Amortized Cost	Gross Unrealized Gains	Gross Unrealized Losses	Estimated Market Value
Debt securities, available-for-sale:				
U.S. government agencies [1]	$ 1,535.1	$ 0.2	$ (4.6)	$ 1,530.7
Commercial paper	119.6	—	(0.2)	119.4
Corporate debt	164.3	—	(0.5)	163.8
Total debt securities, available-for-sale	$ 1,819.0	$ 0.2	$ (5.3)	$ 1,813.9

[1] Includes debt obligations issued by U.S. government-sponsored enterprises or U.S. government agencies.

As of December 31, 2023, the estimated market value of our short-term debt securities with contractual maturities up to 12 months was $2.16 billion. As of December 31, 2022, the estimated market value of our short-term debt securities with contractual maturities up to 12 months was $1.81 billion. Gross realized gains and losses on sales of our short-term debt securities for the twelve months ended December 31, 2023, 2022 and 2021 were not significant.

We periodically review our portfolio of debt securities to determine if any investment is impaired due to credit loss or other potential valuation concerns. For debt securities where the fair value of the investment is less than the amortized cost basis, we have assessed at the individual security level for various quantitative factors including, but not limited to, the nature of the investments, changes in credit ratings, interest rate fluctuations, industry analyst reports, and the severity of impairment. Unrealized losses on available-for-sale debt securities at December 31, 2023 were primarily due to increases in interest rates, including market credit spreads, and not due to increased credit risks associated with specific securities. Accordingly, we have not recorded an allowance for credit losses. We do not intend to sell these investments and it is not more likely than not that we will be required to sell the investments before recovery of their amortized cost bases, which may be at maturity.

Equity Investments

During the twelve months ended December 31, 2023, 2022 and 2021, we had no unrealized gains or losses recognized during the reporting period on equity investments. Realized gains from the sale of an equity investment were not significant for the twelve months ended December 31, 2023, 2022 and 2021.

Accounts Receivable

(In millions)	December 31, 2023	2022
Accounts receivable	$ 983.2	$ 720.6
Less: allowance for doubtful accounts	(9.3)	(7.3)
Total accounts receivable, net	$ 973.9	$ 713.3

Reserve for prompt payment cash discounts recorded against accounts receivable, excluding allowance for doubtful accounts, was $13.7 million, $8.3 million, $13.7 million as of December 31, 2023, 2022, and 2021, respectively.

Inventory

	December 31,	
(In millions)	2023	2022
Raw materials	$ 319.5	$ 159.0
Work-in-process	30.0	17.2
Finished goods	210.1	130.5
Total inventory	$ 559.6	$ 306.7

During the twelve months ended December 31, 2023, 2022 and 2021, we recorded excess and obsolete inventory charges of $16.6 million, $13.9 million and $28.1 million respectively, in cost of sales as a result of our ongoing assessment of sales demand, inventory on hand for each product and the continuous improvement and innovation of our products.

Prepaid and Other Current Assets

	December 31,	
(In millions)	2023	2022
Prepaid expenses	$ 58.7	$ 48.9
Prepaid inventory	31.5	67.8
Deferred compensation plan assets	15.2	10.2
Income tax receivables	13.6	38.9
Other current assets	49.3	26.8
Total prepaid and other current assets	$ 168.3	$ 192.6

Property and Equipment

	December 31,	
(In millions)	2023	2022
Land and land improvements	$ 34.5	$ 26.9
Building	190.5	54.3
Furniture and fixtures	36.9	32.6
Computer software and hardware	65.8	48.8
Machinery and equipment	683.3	449.2
Leasehold improvements	283.4	264.4
Construction in progress	328.1	542.6
Total cost	1,622.5	1,418.8
Less: accumulated depreciation and amortization	(509.4)	(363.2)
Total property and equipment, net	$ 1,113.1	$ 1,055.6

Depreciation expense related to property and equipment for the twelve months ended December 31, 2023, 2022 and 2021 was $147.4 million, $144.1 million and $96.3 million, respectively.

Loss on disposal of property and equipment during the twelve months ended December 31, 2023, 2022 and 2021 recorded in operating expenses was $0.7 million, $2.2 million and $24.5 million, respectively.

Intangibles, Net

The following table summarizes the components of gross intangible assets, accumulated amortization, and net intangible asset balances as of December 31, 2023 and December 31, 2022

(Dollars in millions)	Weighted Average Useful Life (in years)	December 31, 2023 Gross Carrying Amount	Accumulated Amortization	Net Carrying Amount
Verily intangible asset [1]	4.3	$ 152.4	$ (31.0)	$ 121.4
Customer relationships	2.4	24.1	(15.0)	9.1
Acquired technology and intellectual property [2]	0.8	14.6	(12.6)	2.0
Trademarks and trade name	2.6	4.2	(2.2)	2.0
Intangibles, other	0.0	0.2	(0.2)	—
Total	4.1	$ 195.5	$ (61.0)	$ 134.5

(Dollars in millions)	Weighted Average Useful Life (in years)	December 31, 2022 Gross Carrying Amount	Accumulated Amortization	Net Carrying Amount
Verily intangible [1]	5.3	$ 152.4	$ (2.4)	$ 150.0
Customer relationships	3.3	24.1	(8.7)	15.4
Acquired technology and intellectual property [2]	1.7	14.6	(9.6)	5.0
Trademarks and trade name	3.5	4.2	(1.3)	2.9
Intangibles, other	0.0	0.2	(0.2)	—
Total	4.9	$ 195.5	$ (22.2)	$ 173.3

[1] See Note 2 “Development and Other Agreements” to the consolidated financial statements in Part II, Item 8 of this Annual Report for more information.

[2] Excludes Verily intangible asset.

The following table presents the total amortization expense of finite-lived intangible assets for the twelve months ended December 31, 2023, 2022 and 2021:

(In millions)	Twelve Months Ended December 31, 2023	2022	2021
Amortization expense included in cost of sales	$ 30.5	$ 4.3	$ 1.9
Amortization expense included in operating expenses	8.1	7.5	3.7
Total amortization of intangible assets	$ 38.6	$ 11.8	$ 5.6

The following table presents estimated future amortization of the Company’s finite-lived intangible assets as of December 31, 2023:

(In millions)	
2024	35.2
2025	32.6
2026	30.9
2027	28.6
2028	7.2
Thereafter	—
Total	$ 134.5

Other Assets

(In millions)	December 31, 2023	December 31, 2022
Long-term investments	$ 38.5	$ 19.0
Long-term deposits	14.4	16.2
Other assets	22.1	11.9
Total other assets	$ 75.0	$ 47.1

Accounts Payable and Accrued Liabilities

(In millions)	December 31, 2023	December 31, 2022
Accounts payable trade	$ 276.4	$ 237.9
Accrued tax, audit, and legal fees	42.6	31.9
Accrued rebates	950.7	556.4
Accrued warranty	12.6	12.8
Income tax payable	7.5	12.9
Deferred compensation plan liabilities	15.2	10.2
Other accrued liabilities	40.5	39.7
Total accounts payable and accrued liabilities	$ 1,345.5	$ 901.8

Accrued Payroll and Related Expenses

(In millions)	December 31, 2023	December 31, 2022
Accrued wages, bonus and taxes	$ 139.8	$ 96.8
Other accrued employee benefits	31.2	37.5
Total accrued payroll and related expenses	$ 171.0	$ 134.3

Accrued Warranty

Warranty costs are reflected in our statements of operations as cost of sales. Reconciliations of our accrued warranty costs for the twelve months ended December 31, 2023, 2022 and 2021 were as follows:

(In millions)	Twelve Months Ended December 31, 2023	2022	2021
Beginning balance	$ 12.8	$ 12.9	$ 11.7
Charges to costs and expenses	51.5	43.0	41.5
Costs incurred	(51.7)	(43.1)	(40.3)
Ending balance	$ 12.6	$ 12.8	$ 12.9

Other Long-Term Liabilities

(In millions)	December 31, 2023	December 31, 2022
Finance lease obligations	$ 58.6	$ 59.6
Deferred revenue, long-term	7.4	19.0
Asset retirement obligation	15.7	11.1
Other tax liabilities	38.7	32.7
Other liabilities	5.2	5.9
Total other long-term liabilities	$ 125.6	$ 128.3

Other Income (Expense), Net

(In millions)	Twelve Months Ended December 31, 2023	2022	2021
Interest and dividend income	$ 135.0	$ 23.8	$ 1.7
Interest expense	(20.3)	(18.6)	(18.8)
Income from equity investments	1.9	0.2	11.6
Loss on extinguishment of debt	—	—	(0.1)
Other expense, net	(3.9)	(5.8)	(3.4)
Total other income (expense), net	$ 112.7	$ (0.4)	$ (9.0)

5. Debt

Senior Convertible Notes

The carrying amounts of our senior convertible notes were as follows as of the dates indicated:

(In millions)	December 31, 2023	December 31, 2022
Principal amount:		
Senior Convertible Notes due 2023	$ —	$ 774.8
Senior Convertible Notes due 2025	1,207.5	1,207.5
Senior Convertible Notes due 2028	1,250.0	—
Total principal amount	2,457.5	1,982.3
Unamortized debt issuance costs	(23.3)	(12.0)
Carrying amount of senior convertible notes	$ 2,434.2	$ 1,970.3

For our senior convertible notes for which the if-converted value exceeded the principal amount, the amount in excess of principal was as follows as of the dates indicated:

(In millions)	December 31, 2023	December 31, 2022
Senior Convertible Notes due 2023	$ —	$ 1,361.5
Senior Convertible Notes due 2025	56.1	33.6
Senior Convertible Notes due 2028	33.6	—
Total by which the notes' if-converted value exceeds their principal amount	$ 89.7	$ 1,395.1

The following table summarizes the components of interest expense and the effective interest rates for each of our senior convertible notes for the periods shown:

(In millions)	Twelve Months Ended December 31, 2023	2022	2021
Cash interest expense:			
Contractual coupon interest [1]	$ 9.1	$ 8.8	$ 9.3
Non-cash interest expense:			
Amortization of debt issuance costs	7.3	5.9	6.0
Total interest expense recognized on senior notes	$ 16.4	$ 14.7	$ 15.3
Effective interest rate:			
Senior Convertible Notes due 2023 [2]	1.1 %	1.1 %	1.1 %
Senior Convertible Notes due 2025	0.5 %	0.5 %	0.5 %
Senior Convertible Notes due 2028	0.7 %	*	*

[1] Interest on the 2023 Notes began accruing upon issuance and is payable semi-annually on June 1 and December 1 of each year. Interest on the 2025 Notes began accruing upon issuance and is payable semi-annually on May 15 and November 15 of each year. Interest on the 2028 Notes began accruing upon issuance and is payable semi-annually on May 15 and November 15 of each year.

[2] The effective interest rate presented represents the rate applicable for the period outstanding. The Senior Convertible Notes due 2023 matured on December 1, 2023 and all outstanding principal was settled as described below.

* Not applicable as no notes were outstanding at this date.

Convertible Debt Summary

The following table summarizes the key details for our unsecured senior convertible notes due 2023 (the "2023 Notes"), unsecured senior convertible notes due 2025 (the "2025 Notes"), and unsecured senior convertible notes due 2028 (the "2028 Notes"):

Senior Convertible Notes	Offering Completion Date	Maturity Date	Stated Interest Rate	Aggregate Principal Amount	Net Proceeds[1]	Initial Conversion Rate[2] (per $1,000 principal amount)	Conversion Price (per share)	Settlement Methods[3]
2023 Notes	November 2018	December 1, 2023	0.75%	$850.0 million	$836.6 million	24.3476 shares	$41.07	Cash and/or shares
2025 Notes	May 2020	November 15, 2025	0.25%	$1.21 billion	$1.19 billion	6.6620 shares	$150.11	Cash and/or shares
2028 Notes	May 2023	May 15, 2028	0.375%	$1.25 billion	$1.23 billion	6.1571 shares	$162.41	Cash and/or shares

[1] Net proceeds is calculated by deducting the aggregate principal amount from the initial purchasers' discounts and estimated costs directly related to the offering.

[2] Subject to adjustments as defined in the indentures.

[3] The senior convertible notes may be settled in cash, stock, or a combination thereof, solely at our discretion.

We use the if-converted method for assumed conversion of our senior convertible notes to compute the weighted average shares of common stock outstanding for diluted earnings per share.

No principal payments are due on the senior convertible notes prior to maturity. Other than restrictions relating to certain fundamental changes and consolidations, mergers or asset sales and customary anti-dilution adjustments, the indenture relating to our senior convertible notes include customary terms and covenants, including certain events of default after which the senior convertible notes may be due and payable immediately.

2023 Note Hedge

In connection with the offering of the 2023 Notes, in November 2018 we entered into convertible note hedge transactions with two of the initial purchasers of the 2023 Notes (the "2023 Counterparties") entitling us to purchase up to 20.7 million shares of our common stock at an initial price of $41.07 per share, each of which is subject to adjustment. The cost of the 2023 Note Hedge was $218.9 million and we accounted for it as an equity instrument by recognizing $218.9 million in additional paid-in capital during 2018. The 2023 Note Hedge expired on December 1, 2023. The 2023 Note Hedge is expected to reduce the potential equity dilution upon any conversion of the 2023 Notes and/or offset any cash payments we are required to make in excess of the principal amount of converted 2023 Notes if the daily volume-weighted average price per share of our common stock exceeds the strike price of the 2023 Note Hedge. The strike price of the 2023 Note Hedge initially corresponds to the conversion price of the 2023 Notes and is subject to certain adjustments under the terms of the 2023 Note Hedge. An assumed exercise of the 2023 Note Hedge by us is considered anti-dilutive since the effect of the inclusion would always be anti-dilutive with respect to the calculation of diluted earnings per share. See below for a description of conversion activity related to the 2023 Notes and shares received as the result of exercising the remaining portion of the 2023 Note Hedge.

2023 Warrants

In November 2018, we also sold warrants to the 2023 Counterparties to acquire up to 20.7 million shares of our common stock. The 2023 Warrants require net share settlement and a pro rated number of warrants will expire on each of the 60 scheduled trading days starting on March 1, 2024. We received $183.8 million in cash proceeds from the sale of the 2023 Warrants, which we recorded in additional paid-in capital during 2018. The 2023 Warrants could have a dilutive effect on our earnings per share to the extent that the price of our common stock during a given measurement period exceeds the strike price of the 2023 Warrants. The strike price of the 2023 Warrants is initially $49.60 per share and is subject to certain adjustments under the terms of the warrant agreements. We use the treasury share method for assumed conversion of the 2023 Warrants when computing the weighted average common shares outstanding for diluted earnings per share.

2028 Capped Call Transactions

In May 2023, in connection with the offering of the 2028 Notes, we entered into privately negotiated capped call transactions (the "2028 Capped Calls") with certain financial institutions. The 2028 Capped Calls will cover, subject to anti-dilution adjustments substantially similar to those applicable to the 2028 Notes, the number of shares of our common stock that will initially underlie the 2028 Notes. The 2028 Capped Calls are expected generally to reduce potential dilution to our common stock upon conversion of the 2028 Notes and/or offset any cash payments that we are required to make in excess of the principal amount of converted 2028 Notes, as the case may be, with such reduction and/or offset subject to a cap. The 2028 Capped Calls have an initial cap price of $212.62 per share, subject to adjustments, which represents a premium of 80% over the closing price of our common stock of $118.12 per share on the Nasdaq Global Select Market on May 2, 2023. The cost to purchase the 2028 Capped Calls of $101.3 million was recorded as a reduction to additional paid-in capital in our consolidated balance sheets as the 2028 Capped Calls met the criteria for classification in stockholders' equity.

Conversion Activity for Senior Convertible Notes

For the 2023 Notes, Circumstance 1 as listed below occurred during the quarters ended December 31, 2022, March 31, 2023, and June 30, 2023. As a result, the 2023 Notes were convertible at the option of the holders from January 1, 2023 through August 31, 2023. Circumstance 5 was applicable to the 2023 Notes beginning September 1, 2023. The 2023 Notes matured on December 1, 2023 and were completely settled. See the following table for the details on the conversion activity:

Fiscal Period	Converted Notes	Aggregate Principal Amount Converted	Shares Issued for Settlement	Shares Received from Exercise of 2023 Note Hedge
1/1/2022 - 12/31/2022	2023 Notes	$17.5 million	0.4 million	0.3 million
1/1/2023 - 12/31/2023	2023 Notes	$774.8 million	12.2 million	12.2 million

Conversion Rights for Senior Convertible Notes

Holders of our senior convertible notes have the right to require us to repurchase for cash all or a portion of their notes at 100% of their principal amount, plus any accrued and unpaid interest, upon the occurrence of a fundamental change (as defined in the indenture relating to the notes). We will also be required to increase the conversion rate for holders who convert their notes in connection with certain fundamental changes occurring prior to the maturity date or following the delivery by Dexcom of a notice of redemption.

The following table outlines the conversion options related for each of our senior convertible notes:

Summary of Conversions Rights at the Option of the Holders for the 2023, 2025, and 2028 Notes ("Notes")

Conversion Rights at the Option of the Holders	Holders of the Notes have the ability to convert all or a portion of their notes in multiples of $1,000 principal amount, at their option prior to 5:00 p.m., New York City time, on the business day immediately preceding September 1, 2023, August 15, 2025, and February 15, 2028 for the 2023 Notes, 2025 Notes, and 2028 Notes, respectively, only under the following circumstances:
Circumstance 1[(1)]	During any calendar quarter commencing after the applicable period (and only during such calendar quarter), if the last reported sale price of Dexcom's common stock for at least 20 trading days (whether or not consecutive) during the period of 30 consecutive trading days ending on the last trading day of the immediately preceding calendar quarter is greater than or equal to 130% of the applicable conversion price for the Notes on each applicable trading day
Circumstance 2	During the five business day period after any five consecutive trading day period in which the trading price per $1,000 principal amount of the Notes for each trading day of that five consecutive trading day period was less than 98% of the product of the last reported sale price of Dexcom's common stock and the applicable conversion rate of the Notes on each such trading day
Circumstance 3	If we call any or all of the Notes for redemption, at any time prior to the close of business on the scheduled trading day immediately preceding the redemption date (only with respect to the notes called or deemed called for redemption)
Circumstance 4	Upon the occurrence of specified corporate events
Circumstance 5[(2)]	For the 2023 Notes and 2028 Notes, until 5:00 p.m., New York City time, on the second scheduled trading day immediately preceding the maturity date (for the 2025 Notes, it is until the business day immediately preceding the maturity date), holders of the Notes may convert all or a portion of their notes regardless of the foregoing circumstances

[(1)] Circumstance 1 is available after the calendar quarter ending March 31, 2019, September 30, 2020, and September 30, 2023 for the 2023 Notes, 2025 Notes, and 2028 Notes, respectively.

[(2)] Circumstance 5 is available on or after September 1, 2023, August 15, 2025, and February 15, 2028 for the 2023 Notes, 2025 Notes, and 2028 Notes, respectively.

Summary of Conversion Right at Option of the Company for the 2023, 2025, and 2028 Notes

Conversion Right at Our Option[(1)]	Dexcom may redeem for cash all or part of the Notes, at its option, if the last reported sale price of our common stock has been at least 130% of the conversion price then in effect for at least 20 trading days (whether or not consecutive) during any 30 consecutive trading day period ending on, and including, the trading day immediately preceding the date on which Dexcom provides notice of redemption. The redemption price will be equal to 100% of the principal amount of the Notes to be redeemed plus accrued and unpaid interest to, but excluding, the redemption date

[(1)] Dexcom does not have the right to redeem the Notes prior to December 1, 2021, May 20, 2023, and May 20, 2026 for the 2023 Notes, 2025 Notes, and 2028 Notes, respectively. Dexcom has the right to redeem the notes on or after December 1, 2021 and prior to September 1, 2023 for the 2023 Notes, on or after May 20, 2023 and prior to August 15, 2025 for the 2025 Notes, and on or after May 20, 2026 and prior to February 15, 2028 for the 2028 Notes.

Revolving Credit Agreement

Terms of the Revolving Credit Agreement

In June 2023, we entered into the First Amendment to the Second Amended and Restated Credit Agreement (the "Amended Credit Agreement"), which we had previously entered into in October 2021. The Amended Credit Agreement is a five-year revolving credit facility, that provides for an available principal amount of $200.0 million which can be increased up to $500.0 million at our option subject to customary conditions and approval of our lenders (the “Credit Facility”). The Amended Credit Agreement will mature on October 13, 2026. Borrowings under the Amended Credit Agreement are available for general corporate purposes, including working capital and capital expenditures.

Information related to availability and outstanding borrowings on our Amended Credit Agreement is as follows as of the date indicated:

(In millions)		December 31, 2023
Available principal amount	$	200.0
Letters of credit sub-facility		25.0
Outstanding borrowings		—
Outstanding letters of credit		7.4
Total available balance	$	192.6

Revolving loans under the Amended Credit Agreement bear interest at our choice of one of three base rates plus a range of applicable rates that are based on our leverage ratio. The minimum and maximum range of applicable rates per annum with respect to any ABR Loan or, Term Benchmark Revolving Loan, RFR Revolving Loan (as defined in the Amended Credit Agreement) under the captions “ABR Spread”, “Term Benchmark/CDOR Spread”, “RFR Spread”, or “Unused Commitment Fee Rate”, respectively, are outlined in the following table:

Range	ABR Spread	Term Benchmark/CDOR Spread and RFR Spread	Unused Commitment Fee Rate
Minimum	0.375%	1.375%	0.175%
Maximum	1.000%	2.000%	0.250%

Our obligations under the Amended Credit Agreement are guaranteed by our existing and future wholly-owned domestic subsidiaries, and are secured by a first-priority security interest in substantially all of the assets of Dexcom and the guarantors, including all or a portion of the equity interests of our domestic subsidiaries and first-tier foreign subsidiaries but excluding real property and intellectual property (which is subject to a negative pledge). The Amended Credit Agreement contains covenants that limit certain indebtedness, liens, investments, transactions with affiliates, dividends and other restricted payments, subordinated indebtedness and amendments to subordinated indebtedness documents, and sale and leaseback transactions of Dexcom or any of its domestic subsidiaries. The Amended Credit Agreement also requires us to maintain a maximum leverage ratio and a minimum fixed charge coverage ratio. We were in compliance with these covenants as of December 31, 2023.

As of December 31, 2023, we also have a guarantee facility related to our international operations which is collateralized by a $5.5 million term deposit that is included in non-current “Other assets” on our consolidated balance sheets.

6. Leases and Other Commitments

Leases

We have leases for certain machinery and facilities, including office, manufacturing and warehouse space facilities under various domestic and international operating and finance lease arrangements. We also have land leases in Penang, Malaysia that expire through 2082 for the build-out of our international manufacturing facility. Our leases, excluding our land leases in Malaysia, have remaining lease terms of up to seventeen years. Some of the leases include one or more options to extend the leases for up to five years per option. Our lease terms include options to extend or terminate the lease when it is reasonably certain that we will exercise that option.

As of December 31, 2023, the maturities of our operating and finance lease liabilities were as shown in the table below:

(In millions)	Operating Leases	Finance Leases
2024	$ 26.3	$ 7.9
2025	24.5	7.0
2026	24.4	6.2
2027	19.2	5.3
2028	14.2	5.4
Thereafter	9.3	60.1
Total future lease cost [(1)]	117.9	91.9
Less: Imputed interest	(16.7)	(28.6)
Present value of future payments	101.2	63.3
Less: Current portion	(21.1)	(4.7)
Long-term portion	$ 80.1	$ 58.6

Certain lease agreements require us to return designated areas of leased space to its original condition upon termination of the lease agreement, for which we record an asset retirement obligation and a corresponding capital asset in an amount equal to the estimated fair value of the obligation. In subsequent periods, the asset retirement obligation is accreted for the change in its present value and the capitalized asset is depreciated, both over the term of the associated lease agreement. Asset retirement obligations of $15.7 million and $11.1 million as of December 31, 2023 and 2022, respectively, are included in other long-term liabilities in our consolidated balance sheets.

The components of lease expense for the twelve months ended December 31, 2023, 2022 and 2021 were as follows:

	Twelve Months Ended December 31,		
(In millions)	2023	2022	2021
Finance lease cost:			
Amortization of right-of-use assets	$ 6.5	$ 5.6	$ 4.1
Interest on lease liabilities	3.2	3.3	3.0
Operating lease cost	22.9	22.6	23.3
Right-of-use asset impairment	—	6.3	—
Short-term lease cost	2.4	3.5	2.3
Variable lease cost	8.3	8.0	6.0
Total lease cost	$ 43.3	$ 49.3	$ 38.7

As the result of the Company's transition to a flexible working environment, we vacated a building in San Diego during the fourth quarter of 2022 and made it available for sublease. This resulted in an impairment indicator. We tested the asset group as of November 30, 2022 consisting primarily of the leasehold improvements and right-of-use asset for recoverability by comparing its carrying value to an estimate of future undiscounted cash flows. Based on the results of the recoverability test, we determined that the undiscounted cash flows of the asset group were below its carrying value.

We determined the fair value of the asset group by discounting the estimated future cash flows using level 3 fair value inputs under ASC 820 as described in Note 1. As a result of the impairment test, we recorded a non-cash charge of $23.0 million for the twelve months ended December 31, 2022 in the “Selling, general and administrative” caption of our consolidated statements of operations. The fair value of the asset group immediately subsequent to the impairment was $2.5 million and was categorized as Level 3 within the ASC 820, “Fair Value Measurements” fair value hierarchy.

Other information related to our leases is as follows:

	Twelve Months Ended December 31,		
(Dollars in millions)	2023	2022	2021
Cash paid for amounts included in the measurement of lease liabilities:			
Operating cash flows from operating leases	$ 28.1	$ 26.0	$ 23.3
Operating cash flows from finance leases	3.2	3.1	1.9
Financing cash flows from finance leases	4.7	15.5	9.9
Right-of-use assets obtained in exchange for lease liabilities:			
Operating leases	7.5	15.6	13.1
Finance leases	$ 4.2	$ 16.1	$ 6.4
Weighted average remaining lease term:			
Operating leases	5.0 years	5.5 years	5.5 years
Finance leases	14.1 years	15.2 years	15.9 years
Weighted average discount rate:			
Operating leases	6.1 %	6.0 %	5.0 %
Finance leases	5.3 %	5.1 %	5.1 %

Amortization of operating lease right-of-use asset included in cash flows from operating activities in our consolidated statements of cash flows was $16.5 million, $16.4 million, and $18.0 million for the twelve months ended December 31, 2023, 2022 and 2021, respectively.

Purchase Commitments

We are party to various purchase arrangements related to our operational, manufacturing, and research and development activities. We had approximately $793.0 million as of December 31, 2023 and $442.7 million as of December 31, 2022 of open purchase orders and contractual obligations in the ordinary course of business, the majority of which are due within one year.

7. Contingencies

Litigation

We are subject to various claims, complaints and legal actions that arise from time to time in the normal course of business, including commercial insurance, product liability, intellectual property and employment related matters. In addition, from time to time we may bring claims or initiate lawsuits against various third parties with respect to matters arising out of the ordinary course of our business, including commercial and employment related matters.

Between June 2021 through the year ended December 31, 2023, we and certain Abbott Diabetes Care, Inc. (“Abbott”) entities have served patent infringement complaints against each other in multiple jurisdictions against certain continuous glucose monitoring products of each company.

Due to uncertainty surrounding patent litigation procedures initiated by Dexcom and Abbott throughout multiple jurisdictions, we are unable to reasonably estimate the ultimate outcome of any of the litigation matters at this time. We intend to protect our intellectual property and defend against Abbott’s claims vigorously in all of these actions.

We do not believe we are party to any other currently pending legal proceedings, the outcome of which could have a material adverse effect on our business, financial condition, or results of operations. There can be no assurance that existing or future legal proceedings arising in the ordinary course of business or otherwise will not have a material adverse effect on our business, financial condition, or results of operations.

8. Income Taxes

Income (loss) before income taxes subject to taxes in the following jurisdictions is as follows:

	Twelve Months Ended December 31,		
(In millions)	2023	2022	2021
United States	$ 732.4	$ 463.5	$ 318.2
Outside of the United States	(22.0)	(72.7)	(61.4)
Total	$ 710.4	$ 390.8	$ 256.8

Significant components of the provision for income taxes are as follows:

	Twelve Months Ended December 31,		
(In millions)	2023	2022	2021
Current:			
Federal	$ 149.1	$ 32.6	$ 5.7
State	18.1	26.1	8.3
Foreign	56.7	12.5	10.1
Total current income taxes	223.9	71.2	24.1
Deferred:			
Federal	(93.7)	(4.3)	23.0
State	14.6	(17.6)	(0.2)
Foreign	24.1	0.3	(7.0)
Total deferred income taxes	(55.0)	(21.6)	15.8
Total	$ 168.9	$ 49.6	$ 39.9

Significant loss and tax credit carryforwards and years of expiration are as follows:

	December 31,		
(In millions)	2023	2022	Year of Expiration
Net operating loss:			
Federal	$ 20.4	$ 28.7	2028
California	167.7	185.0	2032
Other states	7.8	8.5	2028
UK	—	90.5	Indefinite
Other foreign	6.0	9.7	2027
Tax credits:			
Federal			
R&D credits	—	—	
Foreign tax credits	0.1	—	
California R&D credits	111.9	96.4	Indefinite
California AMT Credits	$ 0.5	$ —	Indefinite

Utilization of net operating losses and credit carryforwards is subject to an annual limitation due to ownership change limitations provided by Section 382 and 383 of the Internal Revenue Code of 1986, as amended, and similar state provisions. An ownership change limitation occurred as a result of the stock offering completed in February 2009. The limitation will result in approximately $1.5 million of U.S. research and development tax credits that will expire unused, and is therefore, not reflected in the tax credit carryforwards above. In addition, the related deferred tax assets have been removed from the components of our deferred tax assets as summarized in the table below. The tax benefits related to the remaining federal and state net operating losses and tax credit carryforwards may be further limited or lost if future cumulative changes in ownership exceed 50% within any three-year period.

Significant components of our deferred tax assets and liabilities as of December 31, 2023 and 2022 are shown below. Significant judgment is required to evaluate the need for a valuation allowance against deferred tax assets. We review all available positive and negative evidence, including projections of pre-tax book income, earnings history, reliability of forecasting, and reversal of temporary differences. A valuation allowance is established when it is more likely than not that some or all of the deferred tax assets will not be realized. Realization of deferred tax assets is dependent upon future earnings in applicable tax jurisdictions.

	December 31,	
(In millions)	**2023**	**2022**
Deferred tax assets:		
Net operating loss carryforwards	$ 18.1	$ 46.4
Capitalized research and development expenses	233.4	211.9
Tax credits	71.4	61.1
Share-based compensation	27.0	16.8
Fixed and intangible assets	279.8	34.4
Accrued liabilities and reserves	91.0	105.3
Convertible debt	20.6	9.3
Total gross deferred tax assets	741.3	485.2
Less: valuation allowance	(264.3)	(78.7)
Total net deferred tax assets	477.0	406.5
Deferred tax liabilities:		
Fixed assets and acquired intangibles assets	(60.4)	(69.9)
Other	—	(0.3)
Total deferred tax liabilities	(60.4)	(70.2)
Net deferred tax assets (liabilities)	$ 416.6	$ 336.3

In August 2023, we completed an intra-entity asset transfer of certain intellectual property between two of our wholly owned foreign subsidiaries to align our structure with the expansion of international business operations. We recorded a $193.2 million deferred tax asset, which represents the difference between the basis of the intellectual property for financial statement and tax purposes, applying the appropriate enacted statutory tax rate. Based on available evidence, management believes it is not more-likely-than-not that the additional foreign deferred tax asset will be realizable, and is therefore, fully offset by a valuation allowance.

We maintain a valuation allowance of $264.3 million against our California research and development tax credits, foreign tax credits, and certain foreign intangible assets. During the year ended December 31, 2023, the valuation allowance increased by $185.5 million primarily due to generation of California research and development tax credits, and establishing a valuation allowance against the fair value of certain intellectual property located in Ireland in connection with the intra-entity transfer of this property.

The reconciliation between our effective tax rate on income (loss) from continuing operations and the statutory rate is as follows:

	Twelve Months Ended December 31,		
(In millions)	2023	2022	2021
U.S. federal statutory tax rate	$ 149.2	$ 82.1	$ 53.9
State income tax, net of federal benefit	7.8	5.4	8.9
Permanent items	(2.7)	0.6	5.2
Research and development credits	(28.3)	(23.3)	(28.9)
Foreign tax credit	—	—	(3.7)
Foreign rate differential	15.8	27.7	20.9
Stock and officers compensation	5.6	(1.2)	(20.4)
Collaboration agreement milestone share-based payment	(72.1)	(52.9)	—
Change in statutory tax rates	19.4	1.0	(10.0)
Intellectual property transfer	63.9	—	—
Other	0.3	1.3	(0.4)
Change in valuation allowance	10.0	8.9	14.4
Income taxes at effective rates	$ 168.9	$ 49.6	$ 39.9

The following table summarizes the activity related to our gross unrecognized tax benefits:

(In millions)	
Balance at January 1, 2021	$ 36.6
Increases related to prior year tax positions	0.4
Increases related to current year tax positions	9.8
Balance at December 31, 2021	46.8
Decreases related to prior year tax positions	(0.9)
Increases related to current year tax positions	6.1
Balance at December 31, 2022	52.0
Increases related to prior year tax positions	0.8
Increases related to current year tax positions	6.6
Balance at December 31, 2023	$ 59.4

Of the total unrecognized tax benefits at December 31, 2023, 2022, and 2021, $37.0 million, $32.5 million and $29.5 million, respectively, would affect our annual effective tax rate if recognized. Also included in the balance of unrecognized tax benefits at December 31, 2023 is $0.2 million of tax benefits that, if recognized, would result in adjustments to other tax accounts, primarily deferred tax assets. Interest and penalties are classified as a component of income tax expense and were not material for any period presented. Although the timing and outcome of audit settlements are uncertain, it is unlikely there will be a significant reduction of the uncertain tax benefits in the next twelve months.

Due to our global business activities, we file income tax returns and are subject to routine compliance audits in numerous jurisdictions, including those material jurisdictions listed in the following table. The U.S. net operating losses generated since 1999 and utilized in recent years are open for examination. The years remaining subject to audit, by major jurisdiction, are as follows:

Jurisdiction	Fiscal Year
United States (Federal and state)	1999 - 2023
Germany	2019 - 2023
United Kingdom	2020 - 2023
Canada	2019 - 2023
Malaysia	2021 - 2023

We operate under a tax holiday in the Philippines, which is effective through April 30, 2023, and may be extended for another three years if certain additional requirements are satisfied. The tax holiday is conditional upon remaining in good standing, committing no violation of Philippine Economic Zone Authority Rules and Regulations, pertinent circulars and directives. After the expiration of the tax holiday we are still entitled to a preferential rate for a period of 10 years. Therefore from April 30, 2023 through December 31, 2023 we are still subject to a reduced rate of tax. The impact of this tax holiday and preferential rate was immaterial in in 2023, 2022, and 2021. We have been granted an investment tax allowance incentive by the Malaysian Investment Development Authority (MIDA) in Malaysia, which will not be triggered until we meet certain milestones related to the commencement of operations. The tax incentive had no effect on foreign taxes during 2023, 2022, or 2021. As of December 31, 2023 the tax holiday in Malaysia has not yet been triggered, therefore we are subject to the statutory rate and the related tax expense has been included in total tax expense for 2023.

We have approximately $36.5 million of undistributed earnings attributable to operations in our controlled foreign corporations as of December 31, 2023. We assert that any foreign earnings will be indefinitely reinvested. Accordingly, we have not recorded a liability for taxes associated with these undistributed earnings. If we determine that all or a portion of such foreign earnings are no longer indefinitely reinvested, we may be subject to additional foreign withholding taxes and U.S. state income taxes. Determination of the amount of unrecognized deferred tax liability on these unremitted earnings is not practicable.

9. Employee Benefit Plans and Stockholders' Equity

Defined Contribution Plans

We offer various defined contribution plans for U.S. and international employees. The largest defined contribution plan is the 401(k) retirement plan (the 401(k) Plan) covering substantially all employees in the United States that meet certain age requirements. Employees who participate in the 401(k) Plan may contribute up to 90% of their compensation each year, subject to Internal Revenue Service limitations and the terms and conditions of the plan. Under the terms of the 401(k) Plan, we may elect to match a discretionary percentage of contributions. We match 50% of contributions up to 6% of eligible compensation. Total matching contributions under the 401(k) Plan were $14.9 million, $11.1 million and $9.9 million for the twelve months ended December 31, 2023, 2022 and 2021, respectively. Our contributions for other defined contribution plans are not significant for the twelve months ended December 31, 2023, 2022 and 2021.

Employee Stock Purchase Plan ("ESPP")

Under the 2015 Employee Stock Purchase Plan (the 2015 ESPP), amended in December 2019, eligible employees may purchase shares of our common stock at semi-annual intervals through periodic payroll deductions during defined Offering Periods. Payroll deductions may not exceed 10% of the participant's cash compensation subject to certain limitations, and the purchase price will be 85% of the lower of the fair market value of the common stock at either the beginning of the applicable Offering Period or the Purchase Date. A total of 6.0 million shares of common stock are reserved for issuance under the 2015 ESPP. The 2015 ESPP shall continue until the earlier to occur of (a) termination of the 2015 ESPP by our Board of Directors, (b) issuance of all of the shares of common stock reserved for issuance under the plan, or (c) May 28, 2025.

We issued approximately 0.3 million, 0.3 million and 0.3 million shares of common stock under the 2015 ESPP during the twelve months ended December 31, 2023, 2022 and 2021, respectively. As of December 31, 2023, approximately 2.5 million shares remained available for future issuance under the 2015 ESPP.

Equity Incentive Plans

In May 2015, we adopted the Amended and Restated 2015 Equity Incentive Plan (the 2015 Plan), which replaced our 2005 Equity Incentive Plan and provides for the grant of incentive and nonstatutory stock options, restricted stock, stock bonuses, stock appreciation rights, RSUs, and PSUs to employees, directors or consultants of the Company. On May 30, 2019, our stockholders approved an increase to the maximum number of shares that may be issued under the 2015 Plan.

We are authorized to issue up to 39.2 million shares of our common stock under the 2015 Plan. As of December 31, 2023, approximately 13.9 million shares remained available for future issuance under the 2015 Plan. We issue new shares of common stock to satisfy RSU and PSU vesting under our employee equity incentive plans.

RSU awards typically vest in annual installments over three or four years and vesting is subject to continued service. PSUs are granted to a group of senior officers and the number of shares of our common stock to be received at vesting will range from 0% to 200% of the target award based on the achievement of pre-established performance and market goals. PSUs vest approximately three years from the date of grant, subject to continued employment through that date and certification by the Compensation Committee.

Share Repurchase Program and Treasury Shares

Repurchased shares of our common stock are held as treasury shares until they are reissued or retired. When we reissue treasury stock, if the proceeds from the sale are more than the average price we paid to acquire the shares we record an increase in additional paid-in capital. Conversely, if the proceeds from the sale are less than the average price we paid to acquire the shares, we record a decrease in additional paid-in capital to the extent of increases previously recorded for similar transactions and a decrease in retained earnings for any remaining amount.

The following table summarizes our treasury share activity for the periods shown.

	Twelve Months Ended December 31,		
(In millions)	**2023**	**2022**	**2021**
Shares issued in connection with 2023 Notes conversions	—	(0.4)	(0.8)
Shares received from Note Hedge	12.2	0.3	1.0
Shares issued in connection with the Restated Collaboration Agreement	(3.7)	(2.9)	—
Shares repurchased under the 2022 Share Repurchase Program	—	6.6	—
Shares repurchased under the 2023 Share Repurchase Program	4.7	—	—
Shares repurchased with 2028 Notes proceeds	1.6	—	—

On July 26, 2022, a duly authorized committee of our Board of Directors authorized and approved a share repurchase program of up to $700.0 million of our outstanding common stock, with a repurchase period that ended on June 30, 2023 (the "2022 Share Repurchase Program"). Shares of common stock repurchased under the 2022 Share Repurchase Program became treasury shares. We repurchased approximately $557.7 million of our outstanding common stock throughout the duration of the 2022 Share Repurchase Program. The 2022 Share Repurchase Program and the remaining authorization of approximately $142.3 million expired on June 30, 2023. There were no share repurchases under the 2022 Share Repurchase Program in 2023. On August 1, 2022, we entered into an accelerated share repurchase agreement ("2022 ASR") with JPMorgan Chase Bank, National Association ("JP Morgan") to repurchase up to $700.0 million of our common stock on an accelerated basis through September 29, 2022. On August 3, 2022, we paid $700.0 million to JP Morgan and received an initial delivery of approximately 3.0 million shares of common stock. The final notional amount under the 2022 ASR was $557.7 million or approximately 6.6 million shares of our common stock based on the daily average volume-weighted average price of our common stock during the term of the 2022 ASR for the period from August 1, 2022 to August 31, 2022, less a discount. The 2022 ASR concluded on September 1, 2022.

On October 24, 2023, our Board of Directors authorized and approved a share repurchase program of up to $500.0 million of our outstanding common stock, with a repurchase period ending no later than October 31, 2024 (the "2023 Share Repurchase Program"). On October 31, 2023, we entered into an accelerated share repurchase agreement ("2023 ASR") with Bank of America, N.A. ("BofA") to repurchase $500.0 million of our common stock on an accelerated basis through December 14, 2023. On October 31, 2023, we paid $500.0 million to BofA and received an initial delivery of approximately 4.7 million shares of common stock. The final notional amount under the 2023 ASR was $500.0 million or approximately 4.7 million shares of our common stock based on the daily average volume-weighted average price of our common stock during the term of the 2023 ASR for the period from November 1, 2023 to December 14, 2023, less a discount. The 2023 ASR concluded on December 14, 2023. After completion of the repurchases under the 2023 ASR, no shares remained available for additional repurchases under our 2023 Share Repurchase Program.

The 2022 ASR and 2023 ASR were forward contracts indexed to our own common stock. The forward contracts met all of the applicable criteria for equity classification, so we did not account for them as a derivative instrument. We have reflected the shares delivered to us by the financial institution as treasury shares as of the dates they were delivered to us in computing weighted average shares outstanding for both basic and diluted net income per share.

In May 2023, we used a portion of the proceeds of the 2028 Notes to repurchase 1.6 million shares of our common stock for $188.7 million, excluding excise tax due under the Inflation Reduction Act of 2022, for an average per share price of $118.12, via privately negotiated transactions, independent of the 2022 Share Repurchase Program.

Repurchased shares of our common stock are held as treasury shares until they are reissued or retired. We have not yet determined the ultimate disposition of repurchased shares and consequently we continue to hold them as treasury shares rather than retiring them. Authorization of future stock repurchase programs is subject to the final determination of our Board of Directors.

Equity Award Activity

A summary of RSU and PSU activity under the 2015 Plan for the twelve months ended December 31, 2023, 2022 and 2021 is as follows:

		Nonvested RSU and PSU Activity		
(In millions, except weighted average grant date fair value)	Shares Available for Grant	Shares	Weighted Average Grant Date Fair Value	Aggregate Intrinsic Value
Balance at December 31, 2020	18.0	4.7	$ 45.88	
Granted	(1.7)	1.7	87.67	
Vested	—	(2.9)	34.47	
Forfeited	0.5	(0.5)	69.77	
Balance at December 31, 2021	16.8	3.0	76.88	$ 403.8
Granted	(1.9)	1.9	96.79	
Vested	—	(1.6)	63.90	
Forfeited	0.4	(0.4)	92.54	
Balance at December 31, 2022	15.3	2.9	94.08	325.6
Granted	(1.6)	1.6	112.01	
Vested	—	(1.4)	88.57	
Forfeited	0.2	(0.2)	106.34	
Balance at December 31, 2023	13.9	2.9	$ 105.98	$ 361.2

The total vest-date fair value of RSUs and PSUs that vested during the twelve months ended December 31, 2023, 2022 and 2021 was $157.8 million, $160.1 million and $284.5 million, respectively. As of December 31, 2023, 2.6 million unvested RSUs and 0.3 million unvested PSUs were outstanding under the 2015 Plan.

Share-based Compensation

Our share-based compensation expense is associated with RSUs, PSUs, and ESPP. The following table summarizes the share-based compensation expense included in our consolidated statements of operations for the periods shown.

	Twelve Months Ended December 31,		
(In millions)	2023	2022	2021
Cost of sales	$ 14.6	$ 11.1	$ 8.5
Research and development	45.5	42.7	41.0
Selling, general and administrative	90.7	72.7	63.9
Total share-based compensation expense	$ 150.8	$ 126.5	$ 113.4
Total tax benefit related to share-based compensation expense	$ 40.0	$ 43.2	$ 71.1

At December 31, 2023, unrecognized estimated compensation costs related to RSUs and PSUs totaled $199.5 million and are expected to be recognized over a weighted-average period of approximately 1.7 years.

We value RSUs at the date of grant using the intrinsic value method. We estimate the fair value of PSUs at the date of grant using the intrinsic value method and the probability that the specified performance criteria will be met. We estimate the fair value of ESPP purchase rights on the date of grant using the Black-Scholes option pricing model and the assumptions below for the specified reporting periods.

	Twelve Months Ended December 31,		
	2023	2022	2021
Risk free interest rate	5.20% - 5.47%	0.60% - 3.34%	0.06% - 0.07%
Dividend yield	— %	— %	— %
Expected volatility of Dexcom common stock	34% - 48%	45% - 55%	36% - 45%
Expected life (in years)	0.5	0.5	0.5

10. Business Segment and Geographic Information

Reportable Segments

An operating segment is identified as a component of a business that has discrete financial information available and for which the chief operating decision maker must decide the level of resource allocation. In addition, the guidance for segment reporting indicates certain quantitative materiality thresholds. None of the components of our business meet the definition of an operating segment.

We currently consider our operations to be, and manage our business globally within, one reportable segment, which is consistent with how our President and Chief Executive Officer, who is our chief operating decision maker, reviews our business, makes investment and resource allocation decisions, and assesses operating performance.

Disaggregation of Revenue

We disaggregate revenue by geographic region and by major sales channel. We have determined that disaggregating revenue into these categories achieves the ASC Topic 606 disclosure objectives of depicting how the nature, amount, timing and uncertainty of revenue and cash flows are affected by economic factors.

Revenue by geographic region

During the twelve months ended December 31, 2023, 2022 and 2021, no individual country outside the United States generated revenue that represented more than 10% of our total revenue. The following table sets forth revenue by our two primary geographical markets, the United States and International, based on the geographic location to which we deliver the components, for the periods shown:

	Twelve Months Ended December 31,					
	2023		2022		2021	
(In millions)	Amount	% of Total	Amount	% of Total	Amount	% of Total
United States	$ 2,625.3	72 %	$ 2,142.0	74 %	$ 1,849.4	76 %
International	997.0	28 %	767.8	26 %	599.1	24 %
Total revenue	$ 3,622.3	100 %	$ 2,909.8	100 %	$ 2,448.5	100 %

Revenue by customer sales channel

We sell our CGM systems through a direct sales organization and through distribution arrangements that allow distributors to sell our products. The following table sets forth revenue by major sales channel for the twelve months ended December 31, 2023, 2022 and 2021:

	Twelve Months Ended December 31,					
	2023		2022		2021	
(In millions)	Amount	% of Total	Amount	% of Total	Amount	% of Total
Distributor	$ 3,095.6	85 %	$ 2,470.8	85 %	$ 2,024.3	83 %
Direct	526.7	15 %	439.0	15 %	424.2	17 %
Total revenue	$ 3,622.3	100 %	$ 2,909.8	100 %	$ 2,448.5	100 %

Geographic Information

The following table presents our long-lived assets, which consists of property and equipment, net, and operating lease right-of-use assets by geographic region:

	December 31,	
(In millions)	2023	2022
United States	$ 544.1	$ 686.1
Malaysia	515.4	346.3
Other countries	125.0	103.2
Total long-lived assets	$ 1,184.5	$ 1,135.6

DexCom, Inc.
SCHEDULE II – VALUATION AND QUALIFYING ACCOUNTS
(In millions)

	Twelve Months Ended December 31,		
Allowance for doubtful accounts	**2023**	**2022**	**2021**
Beginning Balance	$ 7.3	$ 5.4	$ 7.2
Provision for doubtful accounts	2.0	2.4	(1.4)
Write-offs and adjustments	—	(0.5)	(0.5)
Recoveries	—	—	0.1
Ending Balance	$ 9.3	$ 7.3	$ 5.4

Exhibit 4.5

DESCRIPTION OF THE REGISTRANT'S SECURITIES
REGISTERED PURSUANT TO SECTION 12 OF THE SECURITIES
EXCHANGE ACT OF 1934

As of December 31, 2023, DexCom, Inc. (the "Company," "we" or "our") had one class of securities registered under Section 12 of the Securities Exchange Act of 1934: our common stock.

Description of Capital Stock

The following summary of the terms of our capital stock is based upon our restated certificate of incorporation and our restated bylaws. The summary is not complete, and is qualified by reference to our restated certificate of incorporation and our restated bylaws, each of which are incorporated by reference as exhibits to the Annual Report on Form 10-K to which this Exhibit 4.5 is attached and are incorporated by reference herein. We encourage you to read our restated certificate of incorporation, our restated bylaws, and the applicable provisions of the Delaware General Corporation Law, or DGCL, for additional information.

Authorized Shares

We have authorized capital stock consisting of 800,000,000 shares of common stock, $0.001 par value per share, and 5,000,000 shares of undesignated preferred stock, $0.001 par value per share.

Common Stock

Dividend rights

Subject to preferences that may apply to any shares of preferred stock outstanding at the time, the holders of our common stock are entitled to receive dividends out of funds legally available if our board of directors, in its discretion, determines to issue dividends and then only at the times and in the amounts that our board of directors may determine.

Voting rights

Holders of our common stock are entitled to one vote for each share held on all matters submitted to a vote of stockholders.

No preemptive or similar rights

Our common stock is not entitled to preemptive rights, and is not subject to conversion, redemption or sinking fund provisions.

Right to receive liquidation distributions

Upon our liquidation, dissolution or winding-up, the assets legally available for distribution to our stockholders would be distributable ratably among the holders of our common stock and any participating preferred stock outstanding at that time, subject to prior satisfaction of all outstanding debt and liabilities and the preferential rights of and the payment of liquidation preferences, if any, on any outstanding shares of preferred stock.

Preferred Stock

Our board of directors is authorized, subject to limitations prescribed by the DGCL, to issue from time to time up to 5,000,000 shares of preferred stock in one or more series, to establish from time to time the number of shares to be included in each series and to fix the designation, powers, preferences and rights of the shares of each series and any of their qualifications, limitations or restrictions, in each case without further vote or action by our stockholders. Our board of directors is also able to increase or decrease the number of shares of any series of preferred stock, but not below the number of shares of that series then outstanding, without any further vote or action by our stockholders. Our board of directors may be able to authorize the issuance of preferred stock with voting or conversion rights that could adversely affect the voting power or other rights of the holders of our common stock. The issuance of preferred stock, while providing flexibility in connection with possible acquisitions and other corporate purposes, could, among other things, have the effect of delaying, deferring or preventing a change in control of our company and might adversely affect the market price of our common stock and the voting and other rights of the holders of our common stock. We have no current plan to issue any shares of preferred stock.

Exclusive Forum

Our amended and restated bylaws provide that the Court of Chancery of the State of Delaware is the exclusive forum for any derivative action or proceeding brought on our behalf, any action asserting a breach of fiduciary duty, any action asserting a claim against us arising pursuant to the DGCL, our restated certificate of incorporation, or our amended and restated bylaws, any action to interpret, apply, enforce or determine the validity of our restated certificate of incorporation, or our amended and restated bylaws, or any action asserting a claim against us that is governed by the internal affairs doctrine. This provision would not apply to suits brought to enforce a duty or liability created by the Exchange Act or any other claim for which the U.S. federal courts have exclusive jurisdiction. Our amended and restated bylaws further provide that the federal district courts of the United States of America will be the exclusive forum for resolving any complain asserting a cause of action arising under the Securities Act.

Anti-Takeover Provisions

The provisions of the DGCL, our restated certificate of incorporation, and our restated bylaws could have the effect of delaying, deferring or discouraging another person from acquiring control of our company. These provisions, which are summarized below, may have the effect of discouraging takeover bids. They are also designed, in part, to encourage persons seeking to acquire control of us to negotiate first with our board of directors. We believe that the benefits of increased protection of our potential ability to negotiate with an unfriendly or unsolicited acquirer outweigh the disadvantages of discouraging a proposal to acquire us because negotiation of these proposals could result in an improvement of their terms.

Delaware Law

We are subject to the provisions of Section 203 of the DGCL regulating corporate takeovers. In general, DGCL Section 203 prohibits a publicly held Delaware corporation from engaging in a business combination with an interested stockholder for a period of three years following the date on which the person became an interested stockholder unless:

- prior to the date of the transaction, the board of directors of the corporation approved either the business combination or the transaction which resulted in the stockholder becoming an interested stockholder;
- the interested stockholder owned at least 85% of the voting stock of the corporation outstanding at the time the transaction commenced, excluding for purposes of determining the voting stock outstanding, but not the outstanding voting stock owned by the interested stockholder, (i) shares owned by persons who are directors and also officers and (ii) shares owned by employee stock plans in which employee participants do not have the right to determine confidentially whether shares held subject to the plan will be tendered in a tender or exchange offer; or
- at or subsequent to the date of the transaction, the business combination is approved by the board of directors of the corporation and authorized at an annual or special meeting of stockholders, and not by written consent, by the affirmative vote of at least 66.67% of the outstanding voting stock that is not owned by the interested stockholder.

Generally, a business combination includes a merger, asset or stock sale, or other transaction or series of transactions together resulting in a financial benefit to the interested stockholder. An interested stockholder is a person who, together with affiliates and associates, owns or, within three years prior to the determination of interested stockholder status, did own 15% or more of a corporation's outstanding voting stock. We expect the existence of this provision to have an anti-takeover effect with respect to transactions our board of directors does not approve in advance. We also anticipate that DGCL Section 203 may also discourage attempts that might result in a premium over the market price for the shares of common stock held by stockholders.

Restated Certificate of Incorporation and Restated Bylaws Provisions

Our restated certificate of incorporation and our restated bylaws include a number of provisions that could deter hostile takeovers or delay or prevent changes in control of our company, including the following:

- **Board of directors vacancies.** Our restated certificate of incorporation and restated bylaws authorize only our board of directors to fill vacant directorships, including newly created seats. In addition, the number of directors constituting our board of directors is permitted to be set only by a resolution adopted by a majority vote of our entire board of directors. These provisions would prevent a stockholder from increasing the size of our board of directors and then gaining control of our board of directors by filling the resulting vacancies with its own nominees. This makes it more difficult to change the composition of our board of directors but promotes continuity of management.
- **Stockholder action; special meetings of stockholders.** Our restated certificate of incorporation provides that our stockholders may not take action by written consent, but may only take action at annual or special meetings of our stockholders. As a result, a holder controlling a majority of our capital stock would not be able to amend our restated bylaws or remove directors without holding a meeting of our stockholders called in accordance with our restated bylaws. Further, our restated bylaws and restated certificate of incorporation provide that special meetings of our stockholders may be called only by a majority of our board of directors, the chairperson of our board of directors, our chief executive officer, our president or our lead independent director, thus prohibiting a stockholder from calling a special meeting. These provisions might delay the ability of our stockholders to force consideration of a proposal or for stockholders controlling a majority of our capital stock to take any action, including the removal of directors.
- **Advance notice requirements for stockholder proposals and director nominations.** Our restated bylaws provide advance notice procedures for stockholders seeking to bring business before our annual meeting of stockholders or to nominate candidates for election as directors at our annual meeting of stockholders. Our restated bylaws also specify certain requirements regarding the form and content of a stockholder's notice. These provisions might preclude our stockholders from bringing matters before our annual meeting of stockholders or from making nominations for directors at our annual meeting of stockholders if the proper procedures are not followed. We expect that these provisions might also discourage or deter a potential acquirer from conducting a solicitation of proxies to elect the acquirer's own slate of directors or otherwise attempting to obtain control of our company.
- **No cumulative voting.** The DGCL provides that stockholders are not entitled to the right to cumulate votes in the election of directors unless a corporation's certificate of incorporation provides otherwise. Our restated certificate of incorporation does not provide for cumulative voting.
- **Issuance of undesignated preferred stock.** Our board of directors has the authority, without further action by the stockholders, to issue up to 5,000,000 shares of undesignated preferred stock with rights and preferences, including voting rights, designated from time to time by our board of directors. The existence of authorized but unissued shares of preferred stock would enable our board of directors to render more difficult or to discourage an attempt to obtain control of us by means of a merger, tender offer, proxy contest or other means.

Exchange Listing

Our common stock is listed on The Nasdaq Global Select Market under the symbol "DXCM."

Transfer Agent and Registrar

The transfer agent and registrar for our Common Stock is Equiniti Trust Company, LLC. Its address is PO Box 500 Newark, NJ 07101 and its telephone number is (718) 921-8200.

DEXCOM, INC.

2015 EMPLOYEE STOCK PURCHASE PLAN[1]

Effective On May 28, 2015, As Amended On December 13, 2019

1. PURPOSE. The purpose of this Plan is to provide eligible employees of the Company and the Participating Corporations with a means of acquiring an equity interest in the Company through payroll deductions, to enhance such employees' sense of participation in the affairs of the Company. Capitalized terms not defined elsewhere in the text are defined in Section 28.

2. ESTABLISHMENT OF PLAN. The Company proposes to grant rights to purchase shares of Common Stock to eligible employees of the Company and its Participating Corporations pursuant to this Plan. The Company intends this Plan to qualify as an "employee stock purchase plan" under Section 423 of the Code (including any amendments to or replacements of such Section), and this Plan shall be so construed. Any term not expressly defined in this Plan but defined for purposes of Section 423 of the Code shall have the same definition herein. In addition, with regard to offers of options to purchase shares of the Common Stock under the Plan to employees working for a Subsidiary or an Affiliate outside the United States, the Board or Committee (as defined herein) may offer a subplan or an option that is not intended to meet the Code Section 423 requirements, provided, if necessary under Code Section 423, that the other terms and conditions of the Plan are met.

Subject to Section 14, a total of 6,000,000 Shares are reserved for issuance under this Plan. The number of shares initially reserved for issuance under this Plan and the maximum number of shares that may be issued under this Plan shall be subject to adjustments effected in accordance with Section 14.

3. ADMINISTRATION. The Plan will be administered by the Committee. Subject to the provisions of this Plan and the limitations of Section 423 of the Code or any successor provision in the Code, all questions of interpretation or application of this Plan shall be determined by the Committee and its decisions shall be final and binding upon all Participants. The Committee will have full and exclusive discretionary authority to construe, interpret and apply the terms of the Plan, to determine eligibility, to designate the Participating Corporations, to determine when to grant options that are not intended to meet the Code Section 423 requirements and to decide upon any and all claims filed under the Plan. Every finding, decision and determination made by the Committee will, to the full extent permitted by law, be final and binding upon all parties. Notwithstanding any provision to the contrary in this Plan, the Committee may adopt rules, sub-plans, and/or procedures relating to the operation and administration of the Plan designed to comply with local laws, regulations or customs or to achieve tax, securities law or other objectives for eligible employees outside of the United States. The Committee will have the authority to determine the Fair Market Value of the Common Stock (which determination shall be final, binding and conclusive for all purposes) in accordance with Section 8 below and to interpret Section 8 of the Plan in connection with circumstances that impact the Fair Market Value. Members of the Committee shall receive no compensation for their services in connection with the administration of this Plan, other than standard fees as established from time to time by the Board for services rendered by Board members serving on Board committees. All expenses incurred in connection with the administration of this Plan shall be paid by the Company. For purposes of this Plan, the Committee may designate separate offerings under the Plan (the terms of which need not be identical) in which eligible employees of one or more Participating Corporations will participate, even if the dates of the applicable Offering Periods of each such offering are identical.

4. ELIGIBILITY.

(a) Any employee of the Company or the Participating Corporations is eligible to participate in an Offering Period under this Plan, except that one or more of the following categories of employees may be excluded from coverage under the Plan by the Committee (other than where prohibited by applicable law):

(i) Employees who are not employed by the Company or a Participating Corporation prior to the beginning of such Offering Period or prior to such other time period as specified by the Committee;

(ii) employees who are customarily employed for twenty (20) hours or less per week;

(iii) employees who are customarily employed for five (5) months or less in a calendar year; and

[1] Reflects June 10, 2022 four-for-one forward stock split.

(iv) employees who have been an employee of the Company for less than thirty (30) days prior to the first day of an Offering Period (or such longer period of time, not to exceed two (2) years, as determined by the Committee);

(v) employees who do not meet any other eligibility requirements that the Committee may choose to impose (within the limits permitted by the Code).

The foregoing notwithstanding, an individual shall not be eligible if his or her participation in the Plan is prohibited by the law of any country that has jurisdiction over him or her, if complying with the laws of the applicable country would cause the Plan to violate Section 423 of the Code, or if he or she is subject to a collective bargaining agreement that does not provide for participation in the Plan.

(b) No employee who, together with any other person whose stock would be attributed to such employee pursuant to Section 424(d) of the Code, owns stock or holds options to purchase stock possessing five percent (5%) or more of the total combined voting power or value of all classes of stock of the Company or its Parent or Subsidiary or who, as a result of being granted an option under this Plan with respect to such Offering Period, would own stock or hold options to purchase stock possessing five percent (5%) or more of the total combined voting power or value of all classes of stock of the Company or its Parent or Subsidiary shall be granted an option to purchase Common Stock under the Plan.

5. OFFERING DATES.

(a) The offering periods of this Plan (each, an "***Offering Period***") are described below. Each Offering Period shall consist of one or more purchase periods (individually, a "***Purchase Period***") during which payroll deductions of the Participants are accumulated under this Plan. The first business day of each Offering Period is referred to as the "***Offering Date.***" The last business day of each Purchase Period is referred to as the "***Purchase Date***." The Committee shall have the power to change the Offering Dates, the Purchase Dates, the duration of Offering Periods (provided that an Offering Period will in no event be longer than twenty-seven (27) months), and the Purchase Periods, in each case without stockholder approval if such change is announced prior to the relevant Offering Period or prior to such other time period as specified by the Committee.

(b) All Offering Periods that commence following the Amendment Date shall be of six (6) months duration commencing on March 1 and September 1 of each year and respectively ending on August 31st and February 28th (or the 29th if February has 29 days) of each year. Each such Offering Period shall consist of one six (6)-month Purchase Period.

(c) The Offering Periods that commenced on March 1, 2019 and September 1, 2019 shall continue in accordance with the terms of the Plan prior to the Amendment Date and shall respectively end on February 29th or August 31st.

6. PARTICIPATION IN THIS PLAN.

(a) Any employee who is an eligible employee determined in accordance with Section 4 immediately prior to an Offering Period will be eligible to participate in this Plan, subject to the requirement of Section 6(b) hereof and the other terms and provisions of this Plan.

(b) With respect to each Offering Period, a Participant may elect to participate in this Plan by submitting an enrollment agreement (or any electronic or online enrollment form provided by the Company) prior to the commencement of the Offering Period (or such earlier date as the Committee may determine) to which such agreement (or any electronic or online enrollment form provided by the Company) relates.

(c) Once an employee becomes a Participant in an Offering Period, then such Participant will automatically participate in each subsequent Offering Period commencing immediately following the last day of the prior Offering Period unless the Participant withdraws or is deemed to withdraw from this Plan or terminates further participation in an Offering Period as set forth in Section 11 below. A Participant who is continuing participation pursuant to the preceding sentence is not required to file any additional enrollment agreement in order to continue participation in this Plan; a Participant who is not continuing participation pursuant to the preceding sentence is required to file an enrollment agreement (or any electronic or online enrollment form provided by the Company) prior to the commencement of the Offering Period (or such earlier date as the Committee may determine) to which such agreement (or any electronic or online enrollment form provided by the Company) relates.

7. GRANT OF OPTION ON ENROLLMENT. Becoming a Participant with respect to an Offering Period will constitute the grant (as of the Offering Date) by the Company to such Participant of an option to purchase on the Purchase Date up to that number of shares of Common Stock of the Company determined by a fraction, the numerator of which is the amount accumulated in such Participant's payroll deduction account during such Purchase Period and the denominator of which is the lower of (i) eighty-five percent (85%) of the Fair Market Value of a share of Common Stock on the Offering Date (but in no event less than the par value of a share of the Common Stock), or (ii) eighty-five percent (85%) of the Fair Market Value of a share of the Common Stock on the Purchase Date, provided, that the number of shares of Common Stock subject to any option granted pursuant to this Plan shall not exceed the lesser of (x) the maximum number of shares set by the Committee pursuant to Section 10(b) below with respect to the applicable Purchase Date, or (y) the maximum number of shares which may be purchased pursuant to Section 10(a) below with respect to the applicable Purchase Date.

8. PURCHASE PRICE. The Purchase Price per share at which a share of Common Stock will be sold in any Offering Period shall be eighty-five percent (85%) of the lesser of:

(a) The Fair Market Value on the Offering Date; or

(b) The Fair Market Value on the Purchase Date.

9. PAYMENT OF PURCHASE PRICE; PAYROLL DEDUCTION CHANGES; SHARE ISSUANCES.

(a) The Purchase Price shall be accumulated by regular payroll deductions made during each Offering Period, unless the Committee determines with respect to categories of Participants outside the United States that contributions may be made in another form due to local legal requirements. The deductions are made as a percentage of the Participant's compensation in one percent (1%) increments not less than one percent (1%), nor greater than ten percent (10%) after taking into account any such lower limit set by the Committee. Compensation shall mean base salary or regular hourly wages (or in foreign jurisdictions, equivalent cash compensation); however, the Committee may at any time prior to the beginning of an Offering Period determine that for that and future Offering Periods, Compensation shall mean solely base salary or all W-2 cash compensation, including without limitation base salary or regular hourly wages, bonuses, incentive compensation, commissions, overtime, shift premiums, plus draws against commissions (or in foreign jurisdictions, equivalent cash compensation) but excluding any W-2 non-cash compensation which includes a disqualifying dispositions, equity grants, equity exercises or settlements. For purposes of determining a Participant's Compensation, any election by such Participant to reduce his or her regular cash remuneration under Sections 125 (i.e. pre-tax cafeteria plan contributions) or 401(k) (i.e. pre-tax retirement contributions) of the Code (or in foreign jurisdictions, equivalent salary deductions) shall be treated as if the Participant did not make such election and as if such reductions were not made. Payroll deductions shall commence on the first payday following the last Purchase Date and shall continue to the end of the Offering Period unless sooner altered or terminated as provided in this Plan. Notwithstanding the foregoing, the terms of any sub-plan may permit matching shares without the payment of any purchase price.

(b) A Participant may decrease (but not increase) the rate of payroll deductions during an Offering Period by filing with the Company a new authorization (or any electronic or online authorization form provided by the Company) for payroll deductions , with the new rate to become effective no later than the second payroll period commencing after the Company's receipt of the authorization or once any trading restrictions are lifted and continuing for the remainder of the Offering Period unless changed as described below. A decrease in the rate of payroll deductions may be made once during a Purchase Period or more frequently under rules determined by the Committee. A Participant may increase or decrease the rate of payroll deductions for any subsequent Purchase Period by filing with the Company a new authorization for payroll deductions prior to the beginning of the Offering Period for such applicable Purchase Period, or such other time period as specified by the Committee.

(c) A Participant may reduce his or her payroll deduction percentage to zero during an Offering Period by filing with the Company a request (or any electronic or online request form provided by the Company) for cessation of payroll deductions. Such reduction shall be effective beginning no later than the second payroll period after the Company's receipt of the request or once any trading restrictions are lifted and no further payroll deductions will be made for the duration of the Offering Period. Payroll deductions credited to the Participant's account prior to the effective date of the request shall be used to purchase shares of Common Stock in accordance with Subsection (e) below. A reduction of the payroll deduction percentage to zero shall be treated as such Participant's withdrawal from such Offering Period and the Plan, effective as of the day after the next Purchase Date following the filing date of such request with the Company.

(d) All payroll deductions made for a Participant are credited to his or her account under this Plan and are deposited with the general funds of the Company, except to the extent local legal restrictions outside the United States require segregation of such payroll deductions. No interest accrues on the payroll deductions, except to the extent required due to local legal requirements. All payroll deductions received or held by the Company may be used by the Company for any corporate purpose, and the Company shall not be obligated to segregate such payroll deductions, except to the extent necessary to comply with local legal requirements outside the United States.

(e) On each Purchase Date, so long as this Plan remains in effect and provided that the Participant has not submitted a signed and completed withdrawal form before that date which notifies the Company that the Participant wishes to withdraw from that Offering Period under this Plan and have all payroll deductions accumulated in the account maintained on behalf of the Participant as of that date returned to the Participant, the Company shall apply the funds then in the Participant's account to the purchase of whole shares of Common Stock reserved under the option granted to such Participant with respect to the Offering Period to the extent that such option is exercisable on the Purchase Date. The Purchase Price per share shall be as specified in Section 8 of this Plan. Any fractional share, as calculated under this Subsection (e), shall be rounded down to the next lower whole share, unless the Committee determines with respect to all Participants that any fractional share shall be credited as a fractional share. Any amount remaining in a Participant's account on a Purchase Date which is less than the amount necessary to purchase a full share of Common Stock shall be returned to the Participant, without interest (except to the extent necessary to comply with local legal requirements outside of the United States), unless the Committee determines that such amount shall be applied to the Participant's account, without interest (except to the extent necessary to comply with local legal requirements outside the United States). In the event that this Plan has been oversubscribed, all funds not used to purchase shares on the Purchase Date shall be returned to the Participant, without interest (except to the extent required due to local legal requirements outside the United States). No Common Stock shall be purchased on a Purchase Date on behalf of any employee whose participation in this Plan has terminated prior to such Purchase Date, except to the extent required due to local legal requirements outside the United States.

(f) As promptly as practicable after the Purchase Date, the Company shall issue shares for the Participant's benefit representing the shares purchased upon exercise of his or her option.

(g) Unless determined otherwise by the Committee, the shares issued pursuant to Section 9(f) above shall be deposited into an account established in the Participant's name at the ESPP Broker. Subject to any applicable insider trading policy, a Participant shall be free to undertake a disposition (as that term is defined in Section 424(c) of the Code) of the shares in his or her ESPP Broker account at any time, whether by sale, exchange, gift or other transfer of legal title but in the absence of such a disposition of the shares, the shares must remain in the Participant's ESPP Broker account until the holding period set forth in Section 423(a) of the Code has been satisfied. With respect to shares for which the Section 423(a) holding period has been satisfied, the Participant may move those shares to another brokerage account of Participant's choosing. Notwithstanding the above, a Participant who is not subject to income taxation under the Code may move his or her shares to another brokerage account of his or her choosing at any time, without regard to the satisfaction of the Section 423(a) holding period.

(h) During a Participant's lifetime, his or her option to purchase shares hereunder is exercisable only by him or her. The Participant will have no interest or voting right in shares covered by his or her option until such option has been exercised.

(i) To the extent required by applicable federal, state, local or foreign law, a Participant shall make arrangements satisfactory to the Company for the satisfaction of any withholding tax obligations that arise in connection with the Plan. The Company or any Subsidiary or Affiliate, as applicable, may withhold, by any method permissible under the applicable law, the amount necessary for the Company or Subsidiary or Affiliate, as applicable, to meet applicable withholding obligations, including any withholding required to make available to the Company or Subsidiary or Affiliate, as applicable, any tax deductions or benefits attributable to the sale or early disposition of shares of Common Stock by a Participant. The Company shall not be required to issue any shares of Common Stock under the Plan until such obligations are satisfied.

10. LIMITATIONS ON SHARES TO BE PURCHASED.

(a) Any other provision of the Plan notwithstanding, no Participant shall purchase Common Stock with a Fair Market Value in excess of the following limit:

(i) In the case of Common Stock purchased during an Offering Period that commenced in the current calendar year, the limit shall be equal to (A) $25,000 minus (B) the Fair Market Value of the Common Stock that the Participant previously purchased in the current calendar year (under this Plan and all other employee stock purchase plans of the Company or any parent or Subsidiary of the Company).

(ii) In the case of Common Stock purchased during an Offering Period that commenced in the immediately preceding calendar year, the limit shall be equal to (A) $50,000 minus (B) the Fair Market Value of the Common Stock that the Participant previously purchased (under this Plan and all other employee stock purchase plans of the Company or any parent or Subsidiary of the Company) in the current calendar year and in the immediately preceding calendar year.

(iii) In the case of Common Stock purchased during an Offering Period that commenced two calendar years prior, the limit shall be equal to (A) $75,000 minus (B) the Fair Market Value of the Common Stock that the Participant previously purchased (under this Plan and all other employee stock purchase plans of the Company or any parent or Subsidiary of the Company) in the current calendar year and in the two immediately preceding calendar years.

(b) Initially, a Participant shall not be permitted to purchase more than 20,000 shares on any one Purchase Date. The Committee may, in its sole discretion, set a new maximum number of shares which may be purchased by any employee at any single Purchase Date, which shall then be the Maximum Share Amount for subsequent Offering Periods. If a lower limit is set under this Subsection (b), then all Participants will be notified of such limit prior to the commencement of the next Offering Period for which it is to be effective. If a new Maximum Share Amount is set, then all participants must be notified of such Maximum Share Amount prior to the commencement of the next Offering Period for which it is to be effective. The Maximum Share Amount shall continue to apply with respect to all succeeding Purchase Dates and Offering Periods unless revised by the Committee as set forth above.

(c) If the number of shares to be purchased on a Purchase Date by all employees participating in this Plan exceeds the number of shares then available for issuance under this Plan, then the Company will make a pro rata allocation of the remaining shares in as uniform a manner as shall be reasonably practicable and as the Committee shall determine to be equitable. In such event, the Company shall give written notice of such reduction of the number of shares to be purchased under a participant's option to each participant affected.

(d) Any payroll deductions accumulated in a participant's account which are not used to purchase stock due to the limitations in this Section 10 shall be returned to the participant as soon as practicable after the end of the applicable Purchase Period, without interest.

(e) If a Participant is precluded by this Subsection (a) from purchasing additional Common Stock under the Plan, then his or her employee contributions may be automatically discontinued by the Company and shall automatically resume at the beginning of the earliest Purchase Period that will end in the next calendar year (if he or she then is an eligible employee), provided that when the Company automatically resumes such payroll deductions, the Company must apply the rate in effect immediately prior to such suspension.

(f) If the number of shares to be purchased on a Purchase Date by all Participants exceeds the number of shares then available for issuance under this Plan, then the Company will make a pro rata allocation of the remaining shares in as uniform a manner as shall be reasonably practicable and as the Committee shall determine to be equitable. In such event, the Company will give notice of such reduction of the number of shares to be purchased under a Participant's option to each Participant affected.

(g) Any payroll deductions accumulated in a Participant's account which are not used to purchase stock due to the limitations in this Section 10, and not covered by Section 9(e), shall be returned to the Participant as soon as practicable after the end of the applicable Purchase Period, without interest (except to the extent required due to local legal requirements outside the United States).

11. WITHDRAWAL.

(a) Each Participant may withdraw from an Offering Period under this Plan pursuant to a method specified for such purpose by the Company. Such withdrawal may be elected at any time prior to the end of an Offering Period, or such other time period as specified by the Committee.

(b) Upon withdrawal from this Plan, the accumulated payroll deductions shall be returned to the withdrawn Participant, without interest (except to the extent required due to local legal requirements outside the United States), and his or her interest in this Plan shall terminate. In the event a Participant voluntarily elects to withdraw from this Plan, he or she may not resume his or her participation in this Plan during the same Offering Period, but he or she may participate in any Offering Period under this Plan which commences on a date subsequent to such withdrawal by filing a new authorization for payroll deductions in the same manner as set forth in Section 6 above for initial participation in this Plan.

12. TERMINATION OF EMPLOYMENT. Termination of a Participant's employment for any reason, including retirement, death, disability, or the failure of a Participant to remain an eligible employee of the Company or of a Participating Corporation, immediately terminates his or her participation in this Plan. In such event, accumulated payroll deductions credited to the Participant's account will be returned to him or her or, in the case of his or her death, to his or her legal representative, without interest (except to the extent required due to local legal requirements outside the United States). For purposes of this Section 12, an employee will not be deemed to have terminated employment or failed to remain in the continuous employ of the Company or of a Participating Corporation in the case of sick leave, military leave, or any other leave of absence approved by the Company; provided that such leave is for a period of not more than ninety (90) days or reemployment upon the expiration of such leave is guaranteed by contract or statute. The Company will have sole discretion to determine whether a Participant has terminated employment and the effective date on which the Participant terminated employment, regardless of any notice period or garden leave required under local law.

13. RETURN OF PAYROLL DEDUCTIONS. In the event a Participant's interest in this Plan is terminated by withdrawal, termination of employment or otherwise, or in the event this Plan is terminated by the Board, the Company shall deliver to the Participant all accumulated payroll deductions credited to such Participant's account. No interest shall accrue on the payroll deductions of a Participant in this Plan (except to the extent required due to local legal requirements outside the United States).

14. CAPITAL CHANGES. If the number of outstanding shares is changed by a stock dividend, recapitalization, stock split, reverse stock split, subdivision, combination, reclassification or similar change in the capital structure of the Company, without consideration, then the Committee shall adjust the number and class of Common Stock that may be delivered under the Plan, the Purchase Price per share and the number of shares of Common Stock covered by each option under the Plan which has not yet been exercised, and the numerical limits of Sections 2 and 10 shall be proportionately adjusted, subject to any required action by the Board or the stockholders of the Company and in compliance with the applicable securities laws; provided that fractions of a share will not be issued.

15. NONASSIGNABILITY. Neither payroll deductions credited to a Participant's account nor any rights with regard to the exercise of an option or to receive shares under this Plan may be assigned, transferred, pledged or otherwise disposed of in any way (other than by will, the laws of descent and distribution or as provided in Section 22 below) by the Participant. Any such attempt at assignment, transfer, pledge or other disposition shall be void and without effect.

16. USE OF PARTICIPANT FUNDS AND REPORTS. The Company may use all payroll deductions received or held by it under the Plan for any corporate purpose, and the Company will not be required to segregate Participant payroll deductions (except to the extent required due to local legal requirements outside the United States). Until shares are issued, a Participant will only have the rights of an unsecured creditor unless otherwise required under local law. Each Participant shall receive promptly after the end of each Purchase Period a report of his or her account setting forth the total payroll deductions accumulated, the number of shares purchased, the per share price thereof and the remaining cash balance, if any, carried forward to the next Purchase Period or Offering Period, as the case may be.

17. NOTICE OF DISPOSITION. Each U.S. taxpayer Participant shall notify the Company in writing if the Participant disposes of any of the shares purchased in any Offering Period pursuant to this Plan if such disposition occurs within the Notice Period. The Company may, at any time during the Notice Period, place a legend or legends on any certificate representing shares acquired pursuant to this Plan requesting the Company's transfer agent to notify the Company of any transfer of the shares. The obligation of the Participant to provide such notice shall continue notwithstanding the placement of any such legend on the certificates.

18. NO RIGHTS TO CONTINUED EMPLOYMENT. Neither this Plan nor the grant of any option hereunder shall confer any right on any employee to remain in the employ of the Company or any Participating Corporation, or restrict the right of the Company or any Participating Corporation to terminate such employee's employment.

19. EQUAL RIGHTS AND PRIVILEGES. All eligible employees granted an option under this Plan that is intended to meet the Code Section 423 requirements shall have equal rights and privileges with respect to this Plan or within any separate offering under the Plan so that this Plan qualifies as an "employee stock purchase plan" within the meaning of Section 423 or any successor provision of the Code and the related regulations. Any provision of this Plan which is inconsistent with Section 423 or any successor provision of the Code, without further act or amendment by the Company, the Committee or the Board, shall be reformed to comply with the requirements of Section 423. This Section 19 shall take precedence over all other provisions in this Plan.

20. NOTICES. All notices or other communications by a Participant to the Company under or in connection with this Plan shall be deemed to have been duly given when received in the form specified by the Company at the location, or by the person, designated by the Company for the receipt thereof.

21. TERM; STOCKHOLDER APPROVAL. This Plan will become effective on the Effective Date. This Plan shall be approved by the stockholders of the Company, in any manner permitted by applicable corporate law, within twelve (12) months before or after the date this Plan is adopted by the Board. No purchase of shares that are subject to such stockholder approval before becoming available under this Plan shall occur prior to stockholder approval of such shares and the Board or Committee may delay any Purchase Date and postpone the commencement of any Offering Period subsequent to such Purchase Date as deemed necessary or desirable to obtain such approval (provided that if a Purchase Date would occur more than twelve (12) months after commencement of the Offering Period to which it relates, then such Purchase Date shall not occur and instead such Offering Period shall terminate without the purchase of such shares and Participants in such Offering Period shall be refunded their contributions without interest). This Plan shall continue until the earlier to occur of (a) termination of this Plan by the Board (which termination may be effected by the Board at any time pursuant to Section 25 below), (b) issuance of all of the shares of Common Stock reserved for issuance under this Plan, or (c) the tenth anniversary of the Effective Date under the Plan.

22. DESIGNATION OF BENEFICIARY.

(a) Unless otherwise determined by the Committee, a Participant may file a written designation of a beneficiary who is to receive any cash from the Participant's account under this Plan in the event of such Participant's death prior to a Purchase Date. Such form shall be valid only if it was filed with the Company at the prescribed location before the Participant's death.

(b) Such designation of beneficiary may be changed by the Participant at any time by written notice filed with the Company at the prescribed location before the Participant's death. In the event of the death of a Participant and in the absence of a beneficiary validly designated under this Plan who is living at the time of such Participant's death, the Company shall deliver such cash to the executor or administrator of the estate of the Participant, or if no such executor or administrator has been appointed (to the knowledge of the Company), the Company, in its discretion, may deliver such cash to the spouse or, if no spouse is known to the Company, then to any one or more dependents or relatives of the Participant, or if no spouse, dependent or relative is known to the Company, then to such other person as the Company may designate.

23. CONDITIONS UPON ISSUANCE OF SHARES; LIMITATION ON SALE OF SHARES. Shares shall not be issued with respect to an option unless the exercise of such option and the issuance and delivery of such shares pursuant thereto shall comply with all applicable provisions of law, domestic or foreign, including, without limitation, the Securities Act of 1933, the Securities Exchange Act of 1934, as amended, the rules and regulations promulgated thereunder, and the requirements of any stock exchange or automated quotation system upon which the shares may then be listed, exchange control restrictions and/or securities law restrictions outside the United States, and shall be further subject to the approval of counsel for the Company with respect to such compliance. Shares may be held in trust or subject to further restrictions as permitted by any subplan.

24. APPLICABLE LAW. The Plan shall be governed by the substantive laws (excluding the conflict of laws rules) of the State of Delaware.

25. AMENDMENT OR TERMINATION. The Committee, in its sole discretion, may amend, suspend, or terminate the Plan, or any part thereof, at any time and for any reason. If the Plan is terminated, the Committee, in its discretion, may elect to terminate all outstanding Offering Periods either immediately or upon completion of the purchase of shares of Common Stock on the next Purchase Date (which may be sooner than originally scheduled, if determined by the Committee in its discretion), or may elect to permit Offering Periods to expire in accordance with their terms (and subject to any adjustment pursuant to Section 14). If an Offering Period is terminated prior to its previously-scheduled expiration, all amounts then credited to Participants' accounts for such Offering Period, which have not been used to purchase shares of Common Stock, shall be returned to those Participants (without interest thereon, except as otherwise required under local laws) as soon as administratively practicable. Further, the Committee will be entitled to change the Purchase Periods and Offering Periods, limit the frequency and/or number of changes in the amount withheld during an Offering Period, establish the exchange ratio applicable to amounts withheld or contributed in a currency other than U.S. dollars, permit payroll withholding in excess of the amount designated by a Participant in order to adjust for delays or mistakes in the administration of the Plan, establish reasonable waiting and adjustment periods and/or accounting and crediting procedures to ensure that amounts applied toward the purchase of Common Stock for each Participant properly correspond with amounts withheld from the Participant's base salary and other eligible compensation, and establish such other limitations or procedures as the Committee determines in its sole discretion advisable which are consistent with the Plan. Such actions will not require stockholder approval or the consent of any Participants. However, no amendment shall be made without approval of the stockholders of the Company (obtained in accordance with Section 21 above) within twelve (12) months of the adoption of such

amendment (or earlier if required by Section 21) if such amendment would: (a) increase the number of shares that may be issued under this Plan; or (b) change the designation of the employees (or class of employees) eligible for participation in this Plan. In addition, in the event the Board or Committee determines that the ongoing operation of the Plan may result in unfavorable financial accounting consequences, the Board or Committee may, in its discretion and, to the extent necessary or desirable, modify, amend or terminate the Plan to reduce or eliminate such accounting consequences including, but not limited to: (i) amending the definition of compensation, including with respect to an Offering Period underway at the time; (ii) altering the Purchase Price for any Offering Period including an Offering Period underway at the time of the change in Purchase Price; (iii) shortening any Offering Period by setting a Purchase Date, including an Offering Period underway at the time of the Committee's action; (iv) reducing the maximum percentage of compensation a participant may elect to set aside as payroll deductions; and (v) reducing the maximum number of shares a Participant may purchase during any Offering Period. Such modifications or amendments will not require approval of the stockholders of the Company or the consent of any Participants.

26. CORPORATE TRANSACTIONS. In the event of a Corporate Transaction, the Offering Period for each outstanding right to purchase Common Stock will be shortened by setting a new Purchase Date and will end on the new Purchase Date (unless otherwise specified in the agreement effecting the applicable Corporate Transaction). The new Purchase Date shall occur on or prior to the consummation of the Corporate Transaction, as determined by the Board or Committee, and the Plan shall terminate on the consummation of the Corporate Transaction (unless otherwise specified in the agreement effecting the applicable Corporate Transaction).

27. CODE SECTION 409A; TAX QUALIFICATION.

(a) Options granted under the Plan generally are exempt from the application of Section 409A of the Code. However, options granted to U.S. taxpayers which are not intended to meet the Code Section 423 requirements are intended to be exempt from the application of Section 409A of the Code under the short-term deferral exception and any ambiguities shall be construed and interpreted in accordance with such intent. Subject to Subsection (b), options granted to U.S. taxpayers outside of the Code Section 423 requirements shall be subject to such terms and conditions that will permit such options to satisfy the requirements of the short-term deferral exception available under Section 409A of the Code, including the requirement that the shares of Common Stock subject to an option be delivered within the short-term deferral period. Subject to Subsection (b), in the case of a Participant who would otherwise be subject to Section 409A of the Code, to the extent the Committee determines that an option or the exercise, payment, settlement or deferral thereof is subject to Section 409A of the Code, the option shall be granted, exercised, paid, settled or deferred in a manner that will comply with Section 409A of the Code, including Treasury regulations and other interpretive guidance issued thereunder, including without limitation any such regulations or other guidance that may be issued after the Effective Date. Notwithstanding the foregoing, the Company shall have no liability to a Participant or any other party if the option that is intended to be exempt from or compliant with Section 409A of the Code is not so exempt or compliant or for any action taken by the Committee with respect thereto.

(b) Although the Company may endeavor to (i) qualify an option for favorable tax treatment under the laws of the United States or jurisdictions outside of the United States or (ii) avoid adverse tax treatment (e.g., under Section 409A of the Code), the Company makes no representation to that effect and expressly disavows any covenant to maintain favorable or avoid unfavorable tax treatment, notwithstanding anything to the contrary in this Plan, including Subsection (a). The Company shall be unconstrained in its corporate activities without regard to the potential negative tax impact on Participants under the Plan.

28. DEFINITIONS.

(a) "***Affiliate***" means (i) any entity that, directly or indirectly, is controlled by, controls or is under common control with, the Company and (ii) any entity in which the Company has a significant equity interest, in either case as determined by the Committee, whether now or hereafter existing.

(b) "***Amendment Date***" means December 13, 2019.

(c) "***Board***" shall mean the Board of Directors of the Company.

(d) "***Code***" shall mean the Internal Revenue Code of 1986, as amended.

(e) "***Committee***" shall mean the Compensation Committee of the Board that consists exclusively of one or more members of the Board appointed by the Board.

(f) "***Common Stock***" shall mean the common stock of the Company.

(g) "***Company***" shall mean Dexcom, Inc.

(h) "***Corporate Transaction***" means the occurrence of any of the following events: (i) any "person" (as such term is used in Sections 13(d) and 14(d) of the Exchange Act) becomes the "beneficial owner" (as defined in Rule 13d-3 of the Exchange Act), directly or indirectly, of securities of the Company representing fifty percent (50%) or more of the total voting power represented by the Company's then outstanding voting securities; or (ii) the consummation of the sale or disposition by the Company of all or substantially all of the Company's assets; or (iii) the consummation of a merger or consolidation of the Company with any other corporation, other than a merger or consolidation which would result in the voting securities of the Company outstanding immediately prior thereto continuing to represent (either by remaining outstanding or by being converted into voting securities of the surviving entity or its parent) at least fifty percent (50%) of the total voting power represented by the voting securities of the Company or such surviving entity or its parent outstanding immediately after such merger or consolidation.

(i) "***Effective Date***" shall mean May 28, 2015, the date on which the Company obtained the stockholder approval pursuant to Section 21.

(j) "***ESPP Broker***" shall mean a stock brokerage or other entity designated by the Company to establish account for stock purchased under the Plan by Participants.

(k) "***Fair Market Value***" shall mean, as of any date, the value of a share of Common Stock determined as follows:

(1) if such Common Stock is then quoted on the Nasdaq Global Select Market, the Nasdaq Global Market or the Nasdaq Capital Market (collectively, the "***Nasdaq Market***"), its closing price on the Nasdaq Market on the date of determination, or if there are no sales for such date, then the last preceding business day on which there were sales, as reported in *The Wall Street Journal* or such other source as the Board or the Committee deems reliable; or

(2) if such Common Stock is publicly traded and is then listed on a national securities exchange, its closing price on the date of determination on the principal national securities exchange on which the Common Stock is listed or admitted to trading as reported in *The Wall Street Journal* or such other source as the Board or the Committee deems reliable; or

(3) if such Common Stock is publicly traded but is neither quoted on the Nasdaq Market nor listed or admitted to trading on a national securities exchange, the average of the closing bid and asked prices on the date of determination as reported in *The Wall Street Journal* or such other source as the Board or the Committee deems reliable; and

(4) if none of the foregoing is applicable, by the Board or the Committee in good faith.

(l) "***Notice Period***" shall mean within two (2) years from the Offering Date or within one (1) year from the Purchase Date on which such shares were purchased.

(m) "***Offering Date***" shall mean the first business day of each Offering Period.

(n) "***Offering Period***" shall mean a period with respect to which the right to purchase Common Stock may be granted under the Plan, as determined by the Committee pursuant to Section 5(a).

(o) "***Parent***" shall have the same meaning as "parent corporation" in Sections 424(e) and 424(f) of the Code.

(p) "***Participant***" shall mean an eligible employee who meets the eligibility requirements set forth in Section 4 and who is either automatically enrolled in the initial Offer Period or who elects to participate in this Plan pursuant to Section 6(b).

(q) "***Participating Corporation***" shall mean any Parent, Subsidiary or Affiliate that the Committee designates from time to time as eligible to participate in this Plan, provided, however, that employees of Affiliates that are designated for participation may be granted only options that do not intend to comply with the Code Section 423 requirements.

(r) "***Plan***" shall mean this Dexcom, Inc. 2015 Employee Stock Purchase Plan, as amended from time to time.

(s) "***Purchase Date***" shall mean the last business day of each Purchase Period.

(t) "***Purchase Period***" shall mean a period during which contributions may be made toward the purchase of Common Stock under the Plan, as determined by the Committee pursuant to Section 5(b).

(u) "***Purchase Price***" shall mean the price at which Participants may purchase shares of Common Stock under the Plan, as determined pursuant to Section 8.

(v) "***Subsidiary***" shall have the same meaning as "subsidiary corporation" in Sections 424(e) and 424(f) of the Code.

DEXCOM, INC. **Enrollment/Change Form**
2015 Employee Stock Purchase Plan ("ESPP")

Section 1: **Actions**	Check Desired Action: and Complete Sections: ☐ Enroll in the ESPP 2 + 3 + 4 + 17 ☐ Elect / Change Contribution Percentage 2 + 4 + 17 ☐ Withdraw from Plan/Discontinue Contributions 2 + 5 + 17	
Section 2: **Personal Data**	Name_____ Home Address:_____ _____ Social Security No:_____	Department _____
Section 3: **Enroll**	☐ I hereby elect to participate in the ESPP, effective at the beginning of the next Offering Period. I elect to purchase shares of the Common Stock of Dexcom, Inc. (the "***Company***") pursuant to the ESPP. I understand that the shares purchased on my behalf will be issued in street name and deposited directly into my brokerage account at the Company's captive broker (the "***ESPP Broker***"). I hereby agree to take all steps, and sign all forms, required to establish an account with the Company's ESPP Broker for this purpose. I understand and agree that I will be required to utilize the ESPP Broker with respect to the shares purchased under this ESPP until the end of the time period described in Section 6 below. My participation will continue as long as I remain eligible, unless I withdraw from the ESPP by filing a new Enrollment/Change Form with the Company. I understand that if I am subject to U.S. taxation, I must notify the Company of any disposition of shares purchased under the ESPP.	
Section 4: **Elect/Change Contribution Percentage**	I hereby authorize the Company or the Parent, Subsidiary or Affiliate employing me (the "***Employer***") to withhold a percentage of my bi-weekly payroll that will total ___% of my compensation (as defined in the ESPP) for the Purchase Period. That amount will be applied to the purchase of shares of the Company's Common Stock pursuant to the ESPP. **The percentage compensation to purchase common stock must be a whole number (from 1%, up to a maximum of 10%).** **Note:** You may decrease your contribution percentage once within a six-month Purchase Period. Each change will become effective as soon as reasonably practicable after the form is received by the Company.	
Section 5: **Discontinue Contributions**	☐ I hereby elect to stop my contributions under the ESPP, effective as soon as reasonably practicable after this form is received by the Company. The contributions that I have made to date during this Offering Period should be applied as follows: ☐ Purchase shares of the Company's Common Stock at the end of the Purchase Period. ☐ Refund all contributions to me in cash, without interest. **I understand that I cannot resume participation until the start of the next Offering Period.**	

Section 6: **ESPP Broker**	I hereby agree the shares issued to me under the ESPP shall be deposited into an account established in my name at the ESPP Broker. Subject to any applicable insider trading policy, I shall be free to undertake a disposition (as that term is defined in Section 424(c) of the Internal Revenue Code of 1986, as amended (the "***Code***") of the shares in my ESPP Broker account at any time, whether by sale, exchange, gift, or other transfer of legal title, but in the absence of such a disposition of the shares, the shares must remain in my ESPP Broker account until the holding period set forth in Section 423(a) of the Code has been satisfied. With respect to shares for which the Section 423(a) holding period has been satisfied, I may move those shares to another brokerage account of my choosing. Notwithstanding the above, if I am not subject to income taxation under the Code, I may move my shares to another brokerage account of my choosing at any time, without regard to the satisfaction of the Section 423(a) holding period.
Section 7: **Nature of Grant**	By enrolling in the ESPP, I understand, acknowledge and agree that (a) the ESPP is established voluntarily by the Company, it is discretionary in nature and it may be amended, terminated or modified at any time, to the extent permitted by the ESPP; (b) the grant of the right to purchase shares of Common Stock under the ESPP is voluntary and does not create any contractual or other right to receive future rights to purchase shares of Common Stock, or benefits in lieu of rights to purchase shares, even if rights to purchase shares have been granted in the past; (c) all decisions with respect to future grants of rights to purchase shares of Common Stock under the ESPP, if any, will be at the sole discretion of the Company; (d) the grant of rights to purchase shares of Common Stock under the ESPP and my participation in the ESPP will not create a right to employment or be interpreted as forming an employment or service agreement with the Company; (e) the grant of rights to purchase shares of Common Stock under the ESPP and my participation in the ESPP will not interfere with the ability of the Employer to terminate my employment relationship at any time with or without cause; (f) I am voluntarily participating in the ESPP; (g) the rights to purchase shares of Common Stock and the shares purchased under the ESPP, and the income and value of same, are not intended to replace any pension rights or compensation; (h) the rights to purchase shares of Common Stock and the shares purchased under the ESPP, and the income and value of same, are not part of normal or expected compensation for purposes of, including, but not limited to, calculating any severance, resignation, termination, redundancy, dismissal, end of service payments, bonuses, long-service awards, pension or retirement benefits or similar payments; (i) unless otherwise agreed with the Company, the rights to purchase shares of Common Stock and the shares purchased under the ESPP, and the income and value of same, are not granted as consideration for, or in connection with, any service I may provide as a director of the Subsidiary or Affiliate; (j) the future value of the underlying shares purchased or to be purchased under the ESPP is unknown, indeterminable and cannot be predicted with certainty, and the value of the shares of Common Stock purchased under the ESPP may increase or decrease in the future, even below the Purchase Price; (k) no claim or entitlement to compensation or damages will arise from termination of the right to purchase shares of Common Stock under the ESPP resulting from termination of my employment (for any reason whatsoever and whether or not later found to be invalid or in breach of employment laws in the jurisdiction where I am employed or the terms of my employment agreement, if any) and in consideration of the grant of rights to purchase shares of Common Stock under the ESPP, I irrevocably agree never to institute any claim against the Company, the Parent, the Employer or any other Subsidiary or Affiliate, I hereby waive my ability, if any, to bring any such claim, and I release the Company, the Parent, the Employer or any other Subsidiary or Affiliate from any such claim; if, notwithstanding the foregoing, any such claim is allowed by a court of competent jurisdiction, then, by enrolling in the ESPP, I will 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; (l) in the event of termination of my employment (for any reason whatsoever, whether or not later found to be invalid or in breach of employment laws in the jurisdiction where I am employed or the terms of my employment agreement, if any), my right to participate in the ESPP and my right to purchase shares of Common Stock, if any, will terminate effective as of the date I cease to actively provide services and will not be extended by any notice period (*e.g.*, employment would not include any contractual notice or any period of "garden leave" or similar period mandated under employment laws in the jurisdiction where I am employed or the terms of my employment agreement, if any); the Committee will have exclusive discretion to determine when I am no longer actively employed for purposes of my participation in the ESPP (including whether I may still be considered to be providing services while on a leave of absence); (m) unless otherwise provided in the ESPP or by the Company in its discretion, the right to purchase shares of Common Stock and the benefits evidenced by this Enrollment/Change Form do not create any entitlement to have the ESPP or any such benefits granted thereunder transferred to, or assumed by, another company nor to be exchanged, cashed out or substituted for, in connection with any Corporate Transaction affecting the Common Stock; and (n) if I am providing services outside the United States: (1) the rights to purchase shares of Common Stock and the shares purchased under the ESPP, and the income and value of same, are not part of normal or expected compensation or salary for any purpose, and (2) neither the Company, the Parent, the Employer nor any other Subsidiary or Affiliate will be liable for any foreign exchange rate fluctuation between my local currency and the United States Dollar that may affect the value of the rights to purchase shares of Common Stock, the shares purchased under the ESPP or any amounts due to me pursuant to the sale of any shares of Common Stock acquired under the ESPP.

Section 8: **Data Privacy**	***I hereby explicitly, voluntarily and unambiguously consent to the collection, use and transfer, in electronic or other form, of my personal data as described in this Enrollment/Change Form and any other ESPP grant materials by and among, as applicable, the Company, the Parent and any of their respective Subsidiaries or Affiliates or any third parties assisting in the implementation, administration and management of my participation in the ESPP.*** ***I understand that the Company may hold certain personal information about me, including, but not limited to, my name, home address and telephone number, date of birth, social insurance number or other identification number, salary, nationality, job title, any shares of stock or directorships held in the Company, the fact and conditions of my participation in the ESPP, details of all rights to purchase shares or any other entitlement to shares of Common Stock awarded, cancelled, exercised, vested, unvested or outstanding in my favor ("Data"), for the exclusive purpose of implementing, administering and managing the ESPP.*** ***I also authorize any transfer of Data, as may be required, to the stock plan service provider that may be designated by the Company from time to time, which is assisting the Company with the implementation, administration and management of the ESPP and/or with whom any shares of Common Stock acquired under the ESPP are deposited. I acknowledge that these recipients may be located in my country or elsewhere, and that the recipient's country (e.g., the United States) may have different data privacy laws and protections to my country, which may not give the same level of protection to Data. I understand that, if I reside outside the United States, I may request a list with the names and addresses of any potential recipients of Data by contacting my local human resources representative. I authorize the Company, the designated broker and any other possible recipients which may assist the Company (presently or in the future) with implementing, administering and managing my participation in the ESPP to receive, possess, use, retain and transfer Data, in electronic or other form, for the sole purpose of implementing, administering and managing my participation in the ESPP. I understand that Data will be held only as long as is necessary to implement, administer and manage my participation in the ESPP. I understand that, if I reside outside the United States, I 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 my local human resources representative. Further, I understand that I am providing the consents herein on a purely voluntary basis. If I do not consent, or if I later seek to revoke my consent, my employment status or service and career with the Company will not be adversely affected; the only adverse consequence of refusing or withdrawing my consent is that the Company would not be able to grant future rights to purchase shares of Common Stock or other equity awards to me or administer or maintain such awards. Therefore, I understand that refusing or withdrawing my consent may affect my ability to participate in the ESPP. For more information on the consequences of my refusal to consent or withdrawal of consent, I understand that I may contact my local human resources representative.***

Section 9: **Responsibility for Taxes**	I acknowledge that, regardless of any action taken by the Company or 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 my participation in the ESPP and legally applicable to me ("***Tax-Related Items***") is and remains my responsibility and may exceed the amount actually withheld by the Company or the Employer. I further acknowledge that the Company and/or the Employer (1) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the ESPP, including, but not limited to, my enrollment in the ESPP, the grant of rights to purchase shares of Common Stock, the purchase of shares of Common Stock, the issuance of Common Stock purchased, the sale of shares of Common Stock purchased under the ESPP or the receipt of any dividends; and (2) do not commit to and are under no obligation to structure the terms of the ESPP to reduce or eliminate my liability for Tax-Related Items or achieve any particular tax result. Further, if I am subject to Tax-Related Items in more than one jurisdiction, I acknowledge 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. Prior to any relevant taxable or tax withholding event, as applicable, I agree to make adequate arrangements satisfactory to the Company and/or the Employer to satisfy all Tax-Related Items. In this regard, I authorize the Company and/or the Employer to satisfy their withholding obligations with regard to all Tax-Related Items by one or a combination of the following: (a) withholding from my wages or other cash compensation payable to me by the Company and/or the Employer, (b) withholding from proceeds of the sale of shares of Common Stock purchased under the ESPP, either through a voluntary sale or through a mandatory sale arranged by the Company (on my behalf pursuant to this authorization without further consent), and (c) withholding in shares to be issued upon purchase under the ESPP. Depending on the withholding method, the Company may withhold or account for Tax-Related Items by considering applicable statutory withholding amounts or other applicable withholding rates, including up to the maximum applicable rates, in which case I will receive a refund of any over-withheld amount in cash and will have no entitlement to the Common Stock equivalent. If the obligation for Tax-Related Items is satisfied by withholding in shares of Common Stock, for tax purposes, I am deemed to have been issued the full number of shares of Common Stock, notwithstanding that a number of the shares of Common Stock are held back solely for the purpose of paying the Tax-Related Items. Finally, I agree to pay to the Company or the Employer any amount of Tax-Related Items that the Company or the Employer may be required to withhold or account for as a result of my participation in the ESPP that cannot be satisfied by the means previously described. The Company may refuse to purchase or deliver the shares or the proceeds from the sale of shares of Common Stock, if I fail to comply with my obligations in connection with the Tax-Related Items.
Section 10: **Governing Law & Language**	The rights to purchase shares and the provisions of this Enrollment/Change Form are governed by, and subject to, the laws of the State of Delaware, without regard to any conflict of law provisions. If I have received this or any other document related to the ESPP 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.
Section 11: **Appendix & Imposition of Other Requirements**	Notwithstanding any provision herein, my participation in the ESPP will be subject to any special terms and conditions as set forth in the Appendix for my country, if any. Moreover, if I relocate to one of the countries included in the Appendix, the special terms and conditions for such country will apply to me, 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 Enrollment/Change Form. The Company reserves the right to impose other requirements on my participation in the ESPP or on any shares of Common Stock purchased under the ESPP, to the extent the Company determines it is necessary or advisable for legal or administrative reasons, and to require me to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing.

Section 12: **Electronic Delivery and Acceptance**	The Company may, in its sole discretion, decide to deliver any documents related to current or future participation in the ESPP by electronic means. I hereby consent to receive such documents by electronic delivery and agree to participate in the ESPP through an on-line or electronic system established and maintained by the Company or a third party designated by the Company.
Section 13: **Severability & Waiver**	The provisions of this Enrollment/Change Form are severable and if any one or more provisions are determined to be illegal or otherwise unenforceable, in whole or in part, the remaining provisions will nevertheless be binding and enforceable. I acknowledge that a waiver by the Company of breach of any provision of this Enrollment/Change Form will not operate or be construed as a waiver of any other provision herein, or of any subsequent breach by me or any other Participant.
Section 14: **Insider Trading Restrictions /Market Abuse Laws**	I acknowledge that I may be subject to insider trading restrictions and/or market abuse laws, which may affect my ability to acquire or sell shares of Common Stock or my rights to purchase shares under the ESPP during such times as I am considered to have "inside information" regarding the Company (as defined by or determined under the laws in my country). Any restrictions under these laws or regulations are separate from and in addition to any restrictions that may be imposed under any applicable the Company insider trading policy. I acknowledge that it is my responsibility to comply with any applicable restrictions, and that I am advised to speak to my personal advisor on this matter.
Section 15: **No Advice Regarding Grant**	The Company is not providing any tax, legal or financial advice, nor is the Company making any recommendations regarding my participation in the ESPP, or my purchase or sale of the shares of Common Stock. I am hereby advised to consult with my own personal tax, legal and financial advisors regarding my participation in the ESPP before taking any action related to the ESPP.
Section 16: **Compliance With Law**	Unless there is an available exemption from any registration, qualification or other legal requirement applicable to the shares of Common Stock, the Company will not be required to deliver any shares under the ESPP prior to the completion of any registration or qualification of the shares under any local, state, federal or foreign securities or exchange control law or under rulings or regulations of the U.S. Securities and Exchange Commission ("***SEC***") or of any other governmental regulatory body, or prior to obtaining any approval or other clearance from any local, state, federal or foreign governmental agency, which registration, qualification or approval the Company will, in its absolute discretion, deem necessary or advisable. I understand that the Company is under no obligation to register or qualify the shares with the SEC or any state or foreign securities commission or to seek approval or clearance from any governmental authority for the issuance or sale of the shares. Further, I agree that the Company will have unilateral authority to amend the ESPP and the Enrollment/Change Form without my consent to the extent necessary to comply with securities or other laws applicable to issuance of shares.
Section 17: **Acknowledgment and Signature**	I acknowledge that I have received a copy of the Prospectus summarizing the major features of the ESPP. I have read the Prospectus and this form and hereby agree to be bound by the terms of the ESPP. Signature: _____ Date: _____

DEXCOM, INC.
2015 Employee Stock Purchase Plan ("ESPP")

Enrollment/Change Form
(CANADA)

Section 1: **Actions**	**Check Desired Action**: **and Complete Sections**: ☐ Enroll in the ESPP 2 + 3 + 4 + 17 ☐ Elect / Change Contribution Percentage 2 + 4 + 17 ☐ Withdraw from Plan/Discontinue Contributions 2 + 5 + 17	
Section 2: **Personal Data**	Name: _____ Home Address: _____ _____ Social Security No: _____	Department ____
Section 3: **Enroll**	☐ I hereby elect to participate in the ESPP, effective at the beginning of the next Offering Period. I elect to purchase shares of the Common Stock of Dexcom, Inc. (the "***Company***") pursuant to the ESPP. I understand that the shares purchased on my behalf will be issued in street name and deposited directly into my brokerage account at the Company's captive broker (the "***ESPP Broker***"). I hereby agree to take all steps, and sign all forms, required to establish an account with the Company's ESPP Broker for this purpose. I understand and agree that I will be required to utilize the ESPP Broker with respect to the shares purchased under this ESPP until the end of the time period described in Section 6 below. My participation will continue as long as I remain eligible, unless I withdraw from the ESPP by filing a new Enrollment/Change Form with the Company. I understand that if I am subject to U.S. taxation, I must notify the Company of any disposition of shares purchased under the ESPP.	
Section 4: **Elect/Change Contribution Percentage**	I hereby authorize the Company or the Parent, Subsidiary or Affiliate employing me (the "***Employer***") to withhold a percentage of my bi-weekly payroll that will total ___% of my compensation (as defined in the ESPP) for the Purchase Period. That amount will be applied to the purchase of shares of the Company's Common Stock pursuant to the ESPP. **The percentage compensation to purchase common stock must be a whole number (from 1%, up to a maximum of 10%).** **Note:** You may decrease your contribution percentage once within a six-month Purchase Period. Each change will become effective as soon as reasonably practicable after the form is received by the Company.	

Section 5: **Discontinue Contributions**	☐ I hereby elect to stop my contributions under the ESPP, effective as soon as reasonably practicable after this form is received by the Company. The contributions that I have made to date during this Offering Period should be applied as follows: ☐ Purchase shares of the Company's Common Stock at the end of the Purchase Period. ☐ Refund all contributions to me in cash, without interest. **I understand that I cannot resume participation until the start of the next Offering Period**.
Section 6: **ESPP Broker**	I hereby agree the shares issued to me under the ESPP shall be deposited into an account established in my name at the ESPP Broker. Subject to any applicable insider trading policy, I shall be free to undertake a disposition (as that term is defined in Section 424(c) of the Internal Revenue Code of 1986, as amended (the "***Code***") of the shares in my ESPP Broker account at any time, whether by sale, exchange, gift, or other transfer of legal title, but in the absence of such a disposition of the shares, the shares must remain in my ESPP Broker account until the holding period set forth in Section 423(a) of the Code has been satisfied. With respect to shares for which the Section 423(a) holding period has been satisfied, I may move those shares to another brokerage account of my choosing. Notwithstanding the above, if I am not subject to income taxation under the Code, I may move my shares to another brokerage account of my choosing at any time, without regard to the satisfaction of the Section 423(a) holding period.

Section 7: **Nature of Grant**	By enrolling in the ESPP, I understand, acknowledge and agree that (a) the ESPP is established voluntarily by the Company, it is discretionary in nature and it may be amended, terminated or modified at any time, to the extent permitted by the ESPP; (b) the grant of the right to purchase shares of Common Stock under the ESPP is voluntary and does not create any contractual or other right to receive future rights to purchase shares of Common Stock, or benefits in lieu of rights to purchase shares, even if rights to purchase shares have been granted in the past; (c) all decisions with respect to future grants of rights to purchase shares of Common Stock under the ESPP, if any, will be at the sole discretion of the Company; (d) the grant of rights to purchase shares of Common Stock under the ESPP and my participation in the ESPP will not create a right to employment or be interpreted as forming an employment or service agreement with the Company; (e) the grant of rights to purchase shares of Common Stock under the ESPP and my participation in the ESPP will not interfere with the ability of the Employer to terminate my employment relationship at any time with or without cause; (f) I am voluntarily participating in the ESPP; (g) the rights to purchase shares of Common Stock and the shares purchased under the ESPP, and the income and value of same, are not intended to replace any pension rights or compensation; (h) the rights to purchase shares of Common Stock and the shares purchased under the ESPP, and the income and value of same, are not part of normal or expected compensation for purposes of, including, but not limited to, calculating any severance, resignation, termination, redundancy, dismissal, end of service payments, bonuses, long-service awards, pension or retirement benefits or similar payments except as may be required under applicable employment or labour standards legislation; (i) unless otherwise agreed with the Company, the rights to purchase shares of Common Stock and the shares purchased under the ESPP, and the income and value of same, are not granted as consideration for, or in connection with, any service I may provide as a director of the Subsidiary or Affiliate; (j) the future value of the underlying shares purchased or to be purchased under the ESPP is unknown, indeterminable and cannot be predicted with certainty, and the value of the shares of Common Stock purchased under the ESPP may increase or decrease in the future, even below the Purchase Price; (k) no claim or entitlement to compensation or damages will arise from termination of the right to purchase shares of Common Stock under the ESPP resulting from termination of my employment (for any reason whatsoever and whether or not later found to be invalid or in breach of employment laws in the jurisdiction where I am employed or the terms of my employment agreement, if any), except to the extent that such entitlement to compensation or damages is included in an entitlement I have under applicable employment or labour standards legislation and in consideration of the grant of rights to purchase shares of Common Stock under the ESPP, except for a proceeding made under applicable employment or labour standards regulation to the applicable tribunal, ministry or regulatory authority, I irrevocably agree never to institute any claim against the Company, the Parent, the Employer or any other Subsidiary or Affiliate, I hereby waive my ability, if any, to bring any such claim, and I release the Company, the Parent, the Employer or any other Subsidiary or Affiliate from any such claim; if, notwithstanding the foregoing, any such claim is allowed by a court of competent jurisdiction, then, by enrolling in the ESPP, I will 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; (l) in the event of termination of my employment (for any reason whatsoever, whether or not later found to be invalid or in breach of employment laws in the jurisdiction where I am employed or the terms of my employment agreement, if any), except to the extent required under applicable employment or labour standards legislation, my right to participate in the ESPP and my right to purchase shares of Common Stock, if any, will terminate effective as of the date I cease to be Actively Employed; (m) unless otherwise provided in the ESPP or by the Company in its discretion, the right to purchase shares of Common Stock and the benefits evidenced by this Enrollment/Change Form do not create any entitlement to have the ESPP or any such benefits granted thereunder transferred to, or assumed by, another company nor to be exchanged, cashed out or substituted for, in connection with any Corporate Transaction affecting the Common Stock; and (n) if I am providing services outside the United States: (1) the rights to purchase shares of Common Stock and the shares purchased under the ESPP, and the income and value of same, are not part of normal or expected compensation or salary for any purpose, except to the extent required under applicable employment or labour standards legislation and (2) neither the Company, the Parent, the Employer nor any other Subsidiary or Affiliate will be liable for any foreign exchange rate fluctuation between my local currency and the United States Dollar that may affect the value of the rights to purchase shares of Common Stock, the shares purchased under the ESPP or any amounts due to me pursuant to the sale of any shares of Common Stock acquired under the ESPP. The last day on which I am “Actively Employed” will be the later of: (i) the last day I actually perform my duties prior to the termination of my employment with the Employer for any reason; or (ii) the end of the period of statutory notice of termination prescribed by applicable employment or labour standards legislation. For clarity, except to the extent required by applicable employment or labour standards legislation: (i) the last day I am Actively Employed shall not be extended by any contractual or common law notice of termination period in respect of which I receive or may receive pay in lieu of notice of termination or damages in lieu of such notice of termination; and (ii) entitlement to any rights or benefits under the ESPP shall not be included in any entitlement which I may have to pay in lieu of notice or damages in lieu of notice of termination.

Section 8: **Data Privacy**	I hereby explicitly, voluntarily and unambiguously consent to the collection, use and transfer, in electronic or other form, of my personal data as described in this Enrollment/Change Form and any other ESPP grant materials by and among, as applicable, the Company, the Parent and any of their respective Subsidiaries or Affiliates or any third parties assisting in the implementation, administration and management of my participation in the ESPP. I understand that the Company may hold certain personal information about me, including, but not limited to, my name, home address and telephone number, date of birth, social insurance number or other identification number, salary, nationality, job title, any shares of stock or directorships held in the Company, the fact and conditions of my participation in the ESPP, details of all rights to purchase shares or any other entitlement to shares of Common Stock awarded, cancelled, exercised, vested, unvested or outstanding in my favor ("Data"), for the exclusive purpose of implementing, administering and managing the ESPP. I also authorize any transfer of Data, as may be required, to the stock plan service provider that may be designated by the Company from time to time, which is assisting the Company with the implementation, administration and management of the ESPP and/or with whom any shares of Common Stock acquired under the ESPP are deposited. I acknowledge that these recipients may be located in my country or elsewhere, and that the recipient's country (e.g., the United States) may have different data privacy laws and protections to my country, which may not give the same level of protection to Data. I understand that, if I reside outside the United States, I may request a list with the names and addresses of any potential recipients of Data by contacting my local human resources representative. I authorize the Company, the designated broker and any other possible recipients which may assist the Company (presently or in the future) with implementing, administering and managing my participation in the ESPP to receive, possess, use, retain and transfer Data, in electronic or other form, for the sole purpose of implementing, administering and managing my participation in the ESPP. I understand that Data will be held only as long as is necessary to implement, administer and manage my participation in the ESPP. I understand that, if I reside outside the United States, I 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 my local human resources representative. Further, I understand that I am providing the consents herein on a purely voluntary basis. If I do not consent, or if I later seek to revoke my consent, my employment status or service and career with the Company will not be adversely affected; the only adverse consequence of refusing or withdrawing my consent is that the Company would not be able to grant future rights to purchase shares of Common Stock or other equity awards to me or administer or maintain such awards. Therefore, I understand that refusing or withdrawing my consent may affect my ability to participate in the ESPP. For more information on the consequences of my refusal to consent or withdrawal of consent, I understand that I may contact my local human resources representative.
Section 9: **Responsibility for Taxes**	I acknowledge that, regardless of any action taken by the Company or 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 my participation in the ESPP and legally applicable to me ("***Tax-Related Items***") is and remains my responsibility and may exceed the amount actually withheld by the Company or the Employer. I further acknowledge that the Company and/or the Employer (1) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the ESPP, including, but not limited to, my enrollment in the ESPP, the grant of rights to purchase shares of Common Stock, the purchase of shares of Common Stock, the issuance of Common Stock purchased, the sale of shares of Common Stock purchased under the ESPP or the receipt of any dividends; and (2) do not commit to and are under no obligation to structure the terms of the ESPP to reduce or eliminate my liability for Tax-Related Items or achieve any particular tax result. Further, if I am subject to Tax-Related Items in more than one jurisdiction, I acknowledge 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. Prior to any relevant taxable or tax withholding event, as applicable, I agree to make adequate arrangements satisfactory to the Company and/or the Employer to satisfy all Tax-Related Items. In this regard, I authorize the Company and/or the Employer to satisfy their withholding obligations with regard to all Tax-Related Items by one or a combination of the following: (a) withholding from my wages or other cash compensation payable to me by the Company and/or the Employer, (b) withholding from proceeds of the sale of shares of Common Stock purchased under the ESPP, either through a voluntary sale or through a mandatory sale arranged by the Company (on my behalf pursuant to this authorization without further consent), and (c) withholding in shares to be issued upon purchase under the ESPP. Depending on the withholding method, the Company may withhold or account for Tax-Related Items by considering applicable statutory withholding amounts or other applicable withholding rates, including up to the maximum applicable rates, in which case I will receive a refund of any over-withheld amount in cash and will have no entitlement to the Common Stock equivalent. If the obligation for Tax-Related Items is satisfied by withholding in shares of Common Stock, for tax purposes, I am deemed to have been issued the full number of shares of Common Stock, notwithstanding that a number of the shares of Common Stock are held back solely for the purpose of paying the Tax-Related Items. Finally, I agree to pay to the Company or the Employer any amount of Tax-Related Items that the Company or the Employer may be required to withhold or account for as a result of my participation in the ESPP that cannot be satisfied by the means previously described. The Company may refuse to purchase or deliver the shares or the proceeds from the sale of shares of Common Stock, if I fail to comply with my obligations in connection with the Tax-Related Items.

Section 10: **Governing Law & Language**	The rights to purchase shares and the provisions of this Enrollment/Change Form are governed by, and subject to, the laws of the State of Delaware, without regard to any conflict of law provisions. If I have received this or any other document related to the ESPP 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.
Section 11: **Appendix & Imposition of Other Requirements**	Notwithstanding any provision herein, my participation in the ESPP will be subject to any special terms and conditions as set forth in the Appendix for my country, if any. Moreover, if I relocate to one of the countries included in the Appendix, the special terms and conditions for such country will apply to me, 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 Enrollment/Change Form. The Company reserves the right to impose other requirements on my participation in the ESPP or on any shares of Common Stock purchased under the ESPP, to the extent the Company determines it is necessary or advisable for legal or administrative reasons, and to require me to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing.
Section 12: **Electronic Delivery and Acceptance**	The Company may, in its sole discretion, decide to deliver any documents related to current or future participation in the ESPP by electronic means. I hereby consent to receive such documents by electronic delivery and agree to participate in the ESPP through an on-line or electronic system established and maintained by the Company or a third party designated by the Company.
Section 13: **Severability & Waiver**	The provisions of this Enrollment/Change Form are severable and if any one or more provisions are determined to be illegal or otherwise unenforceable, in whole or in part, the remaining provisions will nevertheless be binding and enforceable. I acknowledge that a waiver by the Company of breach of any provision of this Enrollment/Change Form will not operate or be construed as a waiver of any other provision herein, or of any subsequent breach by me or any other Participant.

Section 14: **Insider Trading Restrictions/Market Abuse Laws**	I acknowledge that I may be subject to insider trading restrictions and/or market abuse laws, which may affect my ability to acquire or sell shares of Common Stock or my rights to purchase shares under the ESPP during such times as I am considered to have "inside information" regarding the Company (as defined by or determined under the laws in my country). Any restrictions under these laws or regulations are separate from and in addition to any restrictions that may be imposed under any applicable the Company insider trading policy. I acknowledge that it is my responsibility to comply with any applicable restrictions, and that I am advised to speak to my personal advisor on this matter.
Section 15: **No Advice Regarding Grant**	The Company is not providing any tax, legal or financial advice, nor is the Company making any recommendations regarding my participation in the ESPP, or my purchase or sale of the shares of Common Stock. I am hereby advised to consult with my own personal tax, legal and financial advisors regarding my participation in the ESPP before taking any action related to the ESPP.
Section 16: **Compliance With Law**	Unless there is an available exemption from any registration, qualification or other legal requirement applicable to the shares of Common Stock, the Company will not be required to deliver any shares under the ESPP prior to the completion of any registration or qualification of the shares under any local, state, federal or foreign securities or exchange control law or under rulings or regulations of the U.S. Securities and Exchange Commission ("***SEC***") or of any other governmental regulatory body, or prior to obtaining any approval or other clearance from any local, state, federal or foreign governmental agency, which registration, qualification or approval the Company will, in its absolute discretion, deem necessary or advisable. I understand that the Company is under no obligation to register or qualify the shares with the SEC or any state or foreign securities commission or to seek approval or clearance from any governmental authority for the issuance or sale of the shares. Further, I agree that the Company will have unilateral authority to amend the ESPP and the Enrollment/Change Form without my consent to the extent necessary to comply with securities or other laws applicable to issuance of shares.
Section 17: **Acknowledgment and Signature**	I acknowledge that I have received a copy of the Prospectus summarizing the major features of the ESPP. I have read the Prospectus and this form and hereby agree to be bound by the terms of the ESPP. Signature: _____ Date:_____

Appendix - CANADA

FOR THE DEXCOM, INC.
2015 EMPLOYEE STOCK PURCHASE PLAN

This appendix (the "**Appendix**") is provided by the Committee designated to administer the Dexcom, Inc. ("**Dexcom**") 2015 Employee Stock Purchase Plan (the "**Plan**") pursuant to Section 3 of the Plan. Terms used herein without definition have the meanings given to them in the Plan. This Appendix shall apply only to the Participants in the Plan who are employees of **DexCom Canada Co.** (the "**Employer**") who are resident in Canada ("**Canadian Participants**"). The purpose of this Appendix is to establish certain terms and conditions applicable to the grants made to Canadian Participants under the Plan, from time to time, in compliance with Canadian securities and other applicable laws which are currently in force.

Except as otherwise provided by this Appendix, all grants made to Canadian Participants pursuant to the Plan and this Appendix shall be governed by the terms of the Plan as interpreted under the laws of the State of Delaware, U.S.A., being the governing law thereof.

The Plan and this Appendix shall be read together. This Appendix may be amended or rescinded from time to time by the Administrator.

1. Acceptance, Consent, Authorization and Acknowledgement

1.1 The Canadian Participant to whom this Appendix has been delivered hereby accepts and consents to the terms of the Plan and this Appendix, and hereby authorizes the Employer to do all such further acts and things and execute and deliver all such other instruments and documents as are required to implement, carry out and give effect to such Canadian Participant's participation in the Plan. The Canadian Participant hereby acknowledges and agrees that he or she is responsible for obtaining his or her own tax, financial and legal advice relating to the Plan and the Awards.

2. Canadian Employment Law Matters

2.1 For purposes of Section 12, a Canadian Participant will be deemed to have been terminated on the last day they are "Actively Employed". The last day on a Canadian Participant is "Actively Employed" will be the later of: (i) the last day the Canadian Participant actually perform their duties prior to the termination of their employment with the Employer for any reason; or (ii) the end of the period of statutory notice of termination prescribed by applicable employment or labour standards legislation. For clarity, except to the extent required by applicable employment or labour standards legislation: (i) the last day a Canadian Participant is Actively Employed shall not be extended by any contractual or common law notice of termination period in respect of which the Canadian Participant receives or may receive pay in lieu of notice of termination or damages in lieu of such notice of termination; and (ii) entitlement to any rights or benefits under the Plan shall not be included in any entitlement which a Canadian Participant may have to pay in lieu of notice or damages in lieu of notice of termination. The Committee shall have the exclusive discretion to determine when a Canadian Participant is no longer actively providing Service (including whether he may still be considered to be providing services while on an approved leave of absence).

3. Canadian Securities Law Matters

3.1 The grant of options to purchase shares will be granted to Canadian Participants pursuant to exemptions from the prospectus requirements of applicable Canadian provincial securities laws, on the basis that:

(a) such Canadian Participant is either an employee of the Employer (as such terms are interpreted under Canadian securities laws);

(b) the Employer is a wholly-owned Subsidiary of Dexcom; and

(c) such Canadian Participant's participation in the Plan is "voluntary", in the sense that Canadian Participants are not required to purchase or participate in the Plan as a condition of employment or continued employment with the Company.

3.2 You acknowledge and agree that you will only sell shares of Common Stock acquired through participation in the Plan outside of Canada through E*TRADE or such other broker designated under the Plan, provided that such sale takes place outside of Canada through the facilities of a stock exchange on which the shares of Common Stock are listed. Currently, the shares of Common Stock are listed on Nasdaq Global Select Market.

The issuance of the shares of Common Stock in accordance with the terms and conditions of the grants of options to purchase shares will also be exempt from the above-noted Canadian securities laws prospectus requirements.

4. Foreign Asset/Account Reporting Information

You may be required to report foreign specified property (including shares) on Form T1135 (Foreign Income Verification Statement) if the total cost of your foreign specified property exceeds C$100,000 at any time in the year. If applicable, the form must be filed by April 30 of the following year. When shares of Common Stock are acquired, their cost generally is the adjusted cost base ("ACB") of the Common Stock. The ACB ordinarily would equal the fair market value of the Common Stock at the time of acquisition, but if you own other shares of Stock of the same Company, this ACB may have to be leveraged with the ACB of the other Stock. Please refer to form T1135 (Foreign Income Verification Statement) and consult your tax advisor for further details.

5. Language Acknowledgment (Quebec only)

The parties acknowledge that it is their express wish that this agreement, as well as all documents, notices and legal proceedings entered into, given or instituted pursuant hereto or relating directly or indirectly hereto, be provided to them in English.

Les parties reconnaissent avoir exigé la rédaction en anglais de cette convention, ainsi que de tous documents, avis et procédures judiciaires, exécutés, donnés ou intentés en vertu de, ou liés directement ou indirectement à, la présente convention.

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I hereby confirm that:
(a) I have read, understand and accept the terms of the Plan and this Appendix.
(b) I am voluntarily participating in the Plan; and
(c) I have requested that the Plan and this Appendix and all documentation issued pursuant or related to the Plan be prepared in the English language only. *J'ai demandé que le plan et la présente annexe ainsi que tous les documents émis en vertu du plan ou liés à celui-ci soient préparés en anglais seulement.*

DATED this ____ day of _____, 20____.

_____

(signature of Canadian Participant)

_____

(Please print name)

_____

(Employee Number, if applicable)

DexCom, Inc.
2015 Employee Stock Purchase Plan
Subplan for Employees in the United Kingdom and Ireland
Effective February 6, 2023

1. General.

(a) The Board of Directors of DexCom, Inc. (the "**Company**") has established the Dexcom, Inc. 2015 Employee Stock Purchase Plan, as amended on December 13, 2019, and as may be amended from time to time (the "**Plan**") for the benefit of eligible employees of the Company and its Participating Corporations. Capitalized terms used but not defined herein shall have the meanings ascribed to them in Plan.

(b) Paragraph 3 of the Plan specifically authorizes the Committee to designate (i) Participating Corporations under the Plan and (ii) separate offerings under the Plan in which one or more Participating Corporations will participate.

(c) Paragraphs 2 and 3 of the Plan provide that the Board or Committee may offer a subplan that is not intended to meet Code Section 423 requirements and separate offerings pursuant to such subplan that are not intended to meet Code Section 423 requirements (subject to the terms of the Plan) (a "**Non-423 Component**").

(d) The Committee has established this subplan of the Plan for certain employees in the United Kingdom and Ireland pursuant to Paragraph 3 and Paragraph 2 of the Plan (the "**UK and Ireland Subplan**" or the "**Subplan**"). The UK and Ireland Subplan is a Non-423 Component of the Plan and the offerings pursuant to the UK and Ireland Subplan are separate from the offerings under the Plan and are not intended to meet Code Section 423 requirements.

(e) Paragraph 4(a)(v) of the Plan provides that the Committee may impose additional eligibility requirements on participation in the Plan (or any subplans) within the limits prescribed by the Code. The UK and Ireland Subplan is a Non-423 Component and therefore the Committee may impose additional eligibility requirements on participation beyond those enumerated in Section 423 of the Code.

(f) The terms of the Plan, except as specifically modified or superseded by this UK and Ireland Subplan, are hereby incorporated into the terms of this UK and Ireland Subplan by reference as if set forth herein in their entirety.

2. Participating Corporations.

(a) The following subsidiaries of the Company will be Participating Corporations under this UK and Ireland Subplan and the Committee may add additional Participating Corporations from time to time: DexCom (UK) Limited, DexCom Intermediate Holdings Limited, DexCom UK Operating Limited, DexCom UK Distribution Limited, and DexCom International Limited (the "**Subplan Participating Corporations**").

3. Eligible Employees. Section 4 (Eligibility) of the Plan is replaced in its entirety with the following:

(a) An employee of a Subplan Participating Corporation who is on the payroll in the United Kingdom or Ireland (each, a "**Subplan Eligible Employee**") is eligible to participate in an Offering Period under this UK and Ireland Subplan except that one or more of the following categories of employees may be excluded from coverage under this UK and Ireland Subplan by the Committee (other than where prohibited by applicable law):

(i) Subplan Eligible Employees who are customarily employed for twenty (20) hours or less per week;

(ii) Subplan Eligible Employees who are customarily employed for five (5) months or less in a calendar year;

(iii) Subplan Eligible Employees who have been an employee of a Subplan Participating Corporation for less than thirty (30) days prior to the first day of an Offering Period (or such longer period of time, not to exceed two (2) years, as determined by the Committee); and

(iv) Subplan Eligible Employees who do not meet any other eligibility requirements that the Committee may choose to impose.

The foregoing notwithstanding, an individual shall not be eligible if his or her participation in the UK and Ireland Subplan is prohibited by the law of any country that has jurisdiction over him or her, if complying with the laws of the applicable country would cause the Plan to violate Section 423 of the Code, or if he or she is subject to a collective bargaining agreement that does not provide for participation in the UK and Ireland Subplan.

Any employee of a Subplan Participating Corporation who is not on, or ceases to be on, the payroll in the United Kingdom or Ireland will not be eligible to participate in the UK and Ireland Subplan or the Plan.

(b) If an eligible employee under subsection (a) above either (i) ceases to be an employee of a Subplan Participating Corporation, including, but not limited to, as a result of a transfer of employment to the Company or a different subsidiary of the Company, or (ii) ceases to be on the payroll in the United Kingdom or Ireland, such employee's participation in the UK and Ireland Subplan will termination on the date of either such cessation and such employee will be treated as having their employment terminated on such date for purposes of the UK and Ireland Subplan and Section 12 of the Plan.

(c) The Committee will have discretion to set and determine rules regarding transfers among Subplan Participating Corporations and whether employees remain or become eligible to participate in the UK and Ireland Subplan.

DEXCOM, INC.
UK and Ireland Subplan (the "UK and Ireland ESPP Subplan") under the 2015 Employee Stock Purchase Plan (collectively with the UK and Ireland ESPP Subplan, the "ESPP")

UK and Ireland Subplan Enrollment/Change Form

Section 1: **Actions**	**Check Desired Action**: **and Complete Sections**: ☐ Enroll in the UK and Ireland ESPP Subplan 2 + 3 + 4 + 17 + 18 ☐ Elect / Change Contribution Percentage 2 + 4 + 17 + 18 ☐ Withdraw from Plan/Discontinue Contributions 2 + 5 + 17 + 18	
Section 2: **Personal Data**	Name: _____ Home Address: _____ _____ Tax ID No: _____	Department ____
Section 3: **Enroll**	☐ I hereby elect to participate in the UK and Ireland ESPP Subplan, effective at the beginning of the next Offering Period. I elect to purchase shares of the Common Stock of Dexcom, Inc. (the "***Company***") pursuant to the UK and Ireland ESPP Subplan. I understand that the shares purchased on my behalf will be issued in street name and deposited directly into my brokerage account at the Company's captive broker (the "***ESPP Broker***"). I hereby agree to take all steps, and sign all forms, required to establish an account with the Company's ESPP Broker for this purpose. I understand and agree that I will be required to utilize the ESPP Broker with respect to the shares purchased under this ESPP until the end of the time period described in Section 6 below. My participation will continue as long as I remain eligible under the UK and Ireland ESPP Subplan, unless I withdraw from the UK and Ireland ESPP Subplan by filing a new UK and Ireland Enrollment/Change Form with the Company. I understand that if I am subject to U.S. taxation, I must notify the Company of any disposition of shares purchased under the UK and Ireland ESPP Subplan. If I cease to be employed by one of the Subplan Participating Corporations (as defined in the UK and Ireland ESPP Subplan) or if I cease to be on the UK or Ireland payroll, I will be withdrawn from the UK and Ireland ESPP Subplan on the date of such cessation and I will be treated as if my employment was terminated on such date for purposes of the UK and Ireland ESPP Subplan and Section 12 of the ESPP.	

Section 4: **Elect/Change Contribution Percentage**	I hereby authorize the Company or the Participating Corporation employing me (the "***Employer***") to withhold a percentage of my bi-weekly, semi-monthly, or monthly payroll (as applicable based on payroll cadence) that will total ___% of my compensation (as defined in the ESPP) for the Purchase Period. That amount will be applied to the purchase of shares of the Company's Common Stock pursuant to the ESPP. **The percentage compensation to purchase common stock must be a whole number (from 1%, up to a maximum of 10%).** **Note:** You may decrease your contribution percentage once within a six-month Purchase Period. Each change will become effective as soon as reasonably practicable after the form is received by the Company.
Section 5: **Discontinue Contributions**	☐ I hereby elect to stop my contributions under the ESPP, effective as soon as reasonably practicable after this form is received by the Company. The contributions that I have made to date during this Offering Period should be applied as follows: ☐ Purchase shares of the Company's Common Stock at the end of the Purchase Period. ☐ Refund all contributions to me in cash, without interest. **I understand that I cannot resume participation until the start of the next Offering Period**.
Section 6: **ESPP Broker**	I hereby agree the shares issued to me under the ESPP shall be deposited into an account established in my name at the ESPP Broker. Subject to any applicable insider trading policy, I shall be free to dispose of the shares in my ESPP Broker account at any time, whether by sale, exchange, gift, or other transfer of legal title and I may move my shares to another brokerage account of my choosing at any time.

Section 7: **Nature of Grant**	By enrolling in the ESPP, I understand, acknowledge and agree that (a) the ESPP is established voluntarily by the Company, it is discretionary in nature and it may be amended, terminated or modified at any time, to the extent permitted by the ESPP; (b) the grant of the right to purchase shares of Common Stock under the ESPP is voluntary and does not create any contractual or other right to receive future rights to purchase shares of Common Stock, or benefits in lieu of rights to purchase shares, even if rights to purchase shares have been granted in the past; (c) all decisions with respect to future grants of rights to purchase shares of Common Stock under the ESPP, if any, will be at the sole discretion of the Company; (d) the grant of rights to purchase shares of Common Stock under the ESPP and my participation in the ESPP will not create a right to employment or be interpreted as forming an employment or service agreement with the Company or the Employer; (e) the grant of rights to purchase shares of Common Stock under the ESPP and my participation in the ESPP will not interfere with the ability of the Employer to terminate my employment relationship at any time with or without cause, subject to applicable law; (f) I am voluntarily participating in the ESPP; (g) the rights to purchase shares of Common Stock and the shares purchased under the ESPP, and the income and value of same, are not intended to replace any pension rights or compensation; (h) the rights to purchase shares of Common Stock and the shares purchased under the ESPP, and the income and value of same, are not part of normal or expected compensation for purposes of, including, but not limited to, calculating any severance, resignation, termination, redundancy, dismissal, end of service payments, bonuses, long-service awards, pension or retirement benefits or similar payments; (i) unless otherwise agreed with the Company, the rights to purchase shares of Common Stock and the shares purchased under the ESPP, and the income and value of same, are not granted as consideration for, or in connection with, any service I may provide as a director of the Subsidiary or Affiliate; (j) the future value of the underlying shares purchased or to be purchased under the ESPP is unknown, indeterminable and cannot be predicted with certainty, and the value of the shares of Common Stock purchased under the ESPP may increase or decrease in the future, even below the Purchase Price; (k) no claim or entitlement to compensation or damages will arise from termination of the right to purchase shares of Common Stock under the ESPP resulting from termination of my employment (for any reason whatsoever and whether or not later found to be invalid or in breach of employment laws in the jurisdiction where I am employed or the terms of my employment agreement, if any) and in consideration of the grant of rights to purchase shares of Common Stock under the ESPP, I irrevocably agree never to institute any claim against the Company, the Parent, the Employer or any other Subsidiary or Affiliate, I hereby waive my ability, if any, to bring any such claim, and I release the Company, the Parent, the Employer or any other Subsidiary or Affiliate from any such claim; if, notwithstanding the foregoing, any such claim is allowed by a court of competent jurisdiction, then, by enrolling in the ESPP, I will 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; (l) in the event of termination of my employment (for any reason whatsoever, whether or not later found to be invalid or in breach of employment laws in the jurisdiction where I am employed or the terms of my employment agreement, if any), my right to participate in the ESPP and my right to purchase shares of Common Stock, if any, will terminate effective as of the date I cease to actively provide services and will not be extended by any notice period (*e.g.*, employment would not include any contractual notice or any period of "garden leave" or similar period mandated under employment laws in the jurisdiction where I am employed or the terms of my employment agreement, if any); the Committee will have exclusive discretion to determine when I am no longer actively employed for purposes of my participation in the ESPP (including whether I may still be considered to be providing services while on a leave of absence); (m) unless otherwise provided in the ESPP or by the Company in its discretion, the right to purchase shares of Common Stock and the benefits evidenced by this Enrollment/Change Form do not create any entitlement to have the ESPP or any such benefits granted thereunder transferred to, or assumed by, another company nor to be exchanged, cashed out or substituted for, in connection with any Corporate Transaction affecting the Common Stock; and (n) if I am providing services outside the United States: (1) the rights to purchase shares of Common Stock and the shares purchased under the ESPP, and the income and value of same, are not part of normal or expected compensation or salary for any purpose, and (2) neither the Company, the Parent, the Employer nor any other Subsidiary or Affiliate will be liable for any foreign exchange rate fluctuation between my local currency and the United States Dollar that may affect the value of the rights to purchase shares of Common Stock, the shares purchased under the ESPP or any amounts due to me pursuant to the sale of any shares of Common Stock acquired under the ESPP.

Section 8: **Data Privacy**	Data Collected and Purposes of Collection. I understand that the Company, acting as controller, as well as the employing Parent or Subsidiary or any other Parent or Subsidiary, will process, to the extent permissible under applicable law, certain personal information about me, including name, home address and telephone number, information necessary to process the right to purchase shares of Common Stock (*e.g.*, mailing address for a check payment or bank account wire transfer information), date of birth, social insurance number or other identification number, salary, nationality, job title, employment location, details of all right to purchase shares of Common Stocks granted, canceled, vested, unvested or outstanding in my favor, and where applicable service termination date and reason for termination, any capital shares or directorships held in the Company (where needed for legal or tax compliance), and any other information necessary to process mandatory tax withholding and reporting (all such personal information is referred to as "***Data***"). The Data is collected from me, and from the Company and any Parent or Subsidiary, for the purpose of implementing, administering, and managing the ESPP pursuant to its terms. The legal basis (that is, the legal justification) for processing the Data is that it is necessary to perform, administer and manage the ESPP and in Company's legitimate interests, which means the Company is using the relevant Data to conduct and develop its business activities, subject to my interest and fundamental rights. The Data must be provided in order for me to participate in the ESPP and for the parties to this Enrollment/Change Form to perform their respective obligations hereunder. If I do not provide Data, I will not be able to participate in the ESPP and become a party to this Enrollment/Change Form. Transfers and Retention of Data. I understand that the Data will be transferred to and among the Company and any Parent or Subsidiary, as well as service providers (such as stock administration providers, brokers, transfer agents, accounting firms, payroll processing firms, or tax firms), for the purposes explained above. I understand that the recipients of the Data may be located in the United States and in other jurisdictions outside of the European Economic Area where we or our service providers have operations. The United States and some of these other jurisdictions have not been found by the European Commission and the Federal Data Protection to have adequate data protection safeguards. If the Company and any Parent or Subsidiary transfer Data outside of the European Economic Area, we will take steps as required and recognized by the European Commission to provide adequate safeguards for the transferred Data. I have a right to obtain details of the mechanism(s) under which my Data is transferred outside of the European Economic Area, or the United Kingdom, which I may exercise by contacting the appropriate human resource representative. My Rights in Respect of Data. I have the right to access my Data being processed by the Company or any Parent or Subsidiary as well as understand why Company or any Parent or Subsidiary is processing such Data. Additionally, subject to applicable law, I am entitled to have any inadequate, incomplete, or incorrect Data corrected (that is, rectified). Further, subject to applicable law, I may be entitled to the following rights in regard to my Data: (i) to object to the processing of Data; (ii) to have my Data erased, under certain circumstances, such as where it is no longer necessary in relation to the purposes for which it was processed; (iii) to restrict the processing of my Data so that it is stored but not actively processed (*e.g.*, while the Company assesses whether I am entitled to have Data erased) under certain circumstances; (iv) to port a copy of the Data provided pursuant to this Enrollment/Change Form or generated by me, in a common machine-readable format; and (v) to obtain a copy of the appropriate safeguards under which Data is transferred to a third country or international organization. To exercise my rights, I may contact the applicable human resources representative. I may also contact the relevant data protection supervisory authority, as I have the right to lodge a complaint.
Section 9: **Responsibility for Taxes**	I acknowledge that, regardless of any action taken by the Company or the Employer, the ultimate liability for all income tax, social insurance or National Insurance Contributions, payroll tax, fringe benefits tax, payment on account or other tax-related items related to my participation in the ESPP and legally applicable to me ("***Tax-Related Items***") is and remains my responsibility and may exceed the amount actually withheld by the Company or the Employer. I further acknowledge that the Company and/or the Employer (1) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the ESPP, including, but not limited to, my enrollment in the ESPP, the grant of rights to purchase shares of Common Stock, the purchase of shares of Common Stock, the issuance of Common Stock purchased, the sale of shares of Common Stock purchased under the ESPP or the receipt of any dividends; and (2) do not commit to and are under no obligation to structure the terms of the ESPP to reduce or eliminate my liability for Tax-Related Items or achieve any particular tax result. Further, if I am subject to Tax-Related Items in more than one jurisdiction, I acknowledge 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. Prior to any relevant taxable or tax withholding event, as applicable, I agree to make adequate arrangements satisfactory to the Company and/or the Employer to satisfy all Tax-Related Items. In this regard, I authorize the Company and/or the Employer to satisfy their withholding obligations with regard to all Tax-Related Items by one or a combination of the following: (a) withholding from my wages or other cash compensation payable to me by the Company and/or the Employer, (b) withholding from proceeds of the sale of shares of Common Stock purchased under the ESPP, either through a voluntary sale or through a mandatory sale arranged by the Company (on my behalf pursuant to this authorization without further consent), and (c) withholding in shares to be issued upon purchase under the ESPP. Depending on the withholding method, the Company may withhold or account for Tax-Related Items by considering applicable statutory withholding amounts or other applicable withholding rates, including up to the maximum applicable rates, in which case I will receive a refund of any over-withheld amount in cash and will have no entitlement to the Common Stock equivalent. If the obligation for Tax-Related Items is satisfied by withholding in shares of Common Stock, for tax purposes, I am deemed to have been issued the full number of shares of Common Stock, notwithstanding that a number of the shares of Common Stock are held back solely for the purpose of paying the Tax-Related Items. Finally, I agree to pay to the Company or the Employer any amount of Tax-Related Items that the Company or the Employer may be required to withhold or account for as a result of my participation in the ESPP that cannot be satisfied by the means previously described and I agree to fully indemnify and hold harmless the Company and the Employer from any Tax-Related Items and all costs, expenses, liabilities and losses (including, without limitation, reasonable attorneys'fees, judgments, fines, excise taxes, or penalties, interest,

	and the amounts paid or to be paid in settlement) incurred or suggered by the Company related to any Tax-Related Items. The Company may refuse to purchase or deliver the shares or the proceeds from the sale of shares of Common Stock, if I fail to comply with my obligations in connection with the Tax-Related Items.

Section 10: **Governing Law & Language**	The rights to purchase shares and the provisions of this Enrollment/Change Form are governed by, and subject to, the laws of the State of Delaware, without regard to any conflict of law provisions. If I have received this or any other document related to the ESPP 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.
Section 11: **Appendix & Imposition of Other Requirements**	Notwithstanding any provision herein, my participation in the ESPP will be subject to any special terms and conditions as set forth in the Appendix for my country, if any. Moreover, if I relocate to one of the countries included in the Appendix, the special terms and conditions for such country will apply to me, 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 Enrollment/Change Form. The Company reserves the right to impose other requirements on my participation in the ESPP or on any shares of Common Stock purchased under the ESPP, to the extent the Company determines it is necessary or advisable for legal or administrative reasons, and to require me to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing.
Section 12: **Electronic Delivery and Acceptance**	The Company may, in its sole discretion, decide to deliver any documents related to current or future participation in the ESPP by electronic means. I hereby consent to receive such documents by electronic delivery and agree to participate in the ESPP through an on-line or electronic system established and maintained by the Company or a third party designated by the Company. I agree that the foregoing online or electronic participation in the ESPP shall have the same force and effect as documentation executed in hardcopy written form.
Section 13: **Severability & Waiver**	The provisions of this Enrollment/Change Form are severable and if any one or more provisions are determined to be illegal or otherwise unenforceable, in whole or in part, the remaining provisions will nevertheless be binding and enforceable. I acknowledge that a waiver by the Company of breach of any provision of this Enrollment/Change Form will not operate or be construed as a waiver of any other provision herein, or of any subsequent breach by me or any other Participant.

Section 14: **Insider Trading Restrictions/Market Abuse Laws**	I acknowledge that I may be subject to insider trading restrictions and/or market abuse laws, which may affect my ability to acquire or sell shares of Common Stock or my rights to purchase shares under the ESPP during such times as I am considered to have "inside information" regarding the Company (as defined by or determined under the laws in my 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. I acknowledge that it is my responsibility to comply with any applicable restrictions, and that I am advised to speak to my personal advisor on this matter.
Section 15: **No Advice Regarding Grant**	The Company is not providing any tax, legal or financial advice, nor is the Company making any recommendations regarding my participation in the ESPP, or my purchase or sale of the shares of Common Stock. I am hereby advised to consult with my own personal tax, legal and financial advisors regarding my participation in the ESPP before taking any action related to the ESPP.
Section 16: **Compliance With Law**	Unless there is an available exemption from any registration, qualification or other legal requirements applicable to the shares of Common Stock, the Company will not be required to deliver any shares under the ESPP prior to the completion of any registration or qualification of the shares under any local, state, federal or foreign securities or exchange control law or under rulings or regulations of the U.S. Securities and Exchange Commission ("***SEC***") or of any other governmental regulatory body, or prior to obtaining any approval or other clearance from any local, state, federal or foreign governmental agency, which registration, qualification or approval the Company will, in its absolute discretion, deem necessary or advisable. I understand that the Company is under no obligation to register or qualify the shares with the SEC or any state or foreign securities commission or to seek approval or clearance from any governmental authority for the issuance or sale of the shares. Further, I agree that the Company will have unilateral authority to amend the ESPP and the Enrollment/Change Form without my consent to the extent necessary to comply with securities or other laws applicable to the issuance of shares.
Section 17: **Conversion on Payroll Deduction**	I understand that, if my payroll deductions or contributions under the ESPP are made in any currency other than U.S. dollars, such payroll deductions or contributions will be converted to U.S. dollars on or prior to the Purchase Date using a prevailing exchange rate in effect at the time such conversion is performed, as determined by the administrator. I understand and agree that neither the Company, the Employer nor any Parent or Subsidiary shall be liable for any foreign exchange rate fluctuation between my local currency and the U.S. Dollar that may affect the value of the right to purchase shares of Common Stock granted to me under the ESPP, or of any amounts due to me under the ESPP or as a result of the subsequent sale of any shares of Common Stock acquired under the ESPP.
Section 18: **Acknowledgment and Signature**	I acknowledge that I have received a copy of the Prospectus summarizing the major features of the ESPP. I have read the Prospectus and this form and hereby agree to be bound by the terms of the ESPP. Signature: _____ Date:_____

Appendix

Dexcom, Inc.
2015 Employee Stock Purchase Plan
UK and Ireland ESPP Subplan

COUNTRY-SPECIFIC PROVISIONS FOR EMPLOYEES OUTSIDE THE U.S.

Capitalized terms used but not defined herein shall have the meanings ascribed to them in the ESPP, the UK and Ireland Subplan or UK and Ireland Subplan Enrollment/Change Form, as applicable.

Terms and Conditions

This Appendix includes additional terms and conditions that govern my participation in the ESPP and the UK and Ireland Subplan if I reside and/or work in one of the countries listed below. If I am a citizen or resident (or are considered as such for local law purposes) of a country other than the country in which I am currently residing and/or working, or if I transfer to another country after enrolling in the ESPP and the UK and Ireland Subplan, the Company shall, in its discretion, determine to what extent the special terms and conditions contained herein shall be applicable to me under these circumstances.

Notifications

This Appendix also includes information regarding securities, exchange controls, foreign asset/account reporting and other issues of which I should be aware with respect to my participation in the ESPP and the UK and Ireland Subplan. The information is based on the securities, exchange control, foreign asset/account reporting and other laws in effect in my country as of January 2023. Such laws are often complex and change frequently. As a result, I should not rely on the information in this Appendix as the only source of information relating to the consequences of my participation in the ESPP and the UK and Ireland Subplan because the information may be out of date at the time I exercise my right to purchase shares, sell shares of Common Stock purchased under the ESPP and the UK and Ireland Subplan or take any other action in connection with the ESPP and the UK and Ireland Subplan.

In addition, the information contained herein is general in nature and may not apply to my particular situation, and the Company is not in a position to assure me of any particular result. Accordingly, I should seek appropriate professional advice as to how the relevant laws in my country may apply to my situation.

Finally, if I am a citizen or resident of a country, or am considered a resident of a country, other than the one in which I am currently residing and/or working, or if I transfer employment and/or residency after I enroll in the ESPP and the UK and Ireland Subplan, the information contained herein may not be applicable to me in the same manner.

Ireland

Notifications

Securities Law Information. The grant of the right to purchase shares of Common Stock under the ESPP is exempt or excluded from the requirement to publish a prospectus under the EU Prospectus Regulation as implemented in Ireland.

Director Notification Requirement. If I am a director, shadow director or secretary of a Parent or Subsidiary in Ireland, I am required to notify such Parent or Subsidiary in writing within five business days of (i) receiving or disposing of an interest in the Company (*e.g.*, right to purchase shares of Common Stocks, shares of Common Stock, etc.), (ii) becoming aware of the event giving rise to the notification requirement, or (iii) becoming a director, shadow director or secretary of a Parent or Subsidiary in Ireland if such an interest exists at the time. This notification requirement also applies with respect to the interests of a spouse or children under the age of 18 (whose interests will be attributed to the director, shadow director, or secretary, as the case may be).

United Kingdom

Terms and Conditions

Tax Withholding. I acknowledge that, regardless of any action taken by the Company or the Employer, the ultimate liability for all Tax-Related Items is and remains the responsibility of mine and may exceed the amount actually withheld by the Company or the Employer.

Notifications

Securities Law Information. Neither this Enrollment/Change Form nor the Appendix is an approved prospectus for the purposes of section 85(1) of the Financial Services and Markets Act 2000 (*"**FSMA**"*) and no offer of transferable securities to the public (for the purposes of section 102B of FSMA) is being made in connection with this Enrollment/Change Form. This Enrollment/Change Form and the right to purchase shares of Common Stock is exclusively available in the UK to bona fide employees and former employees of the Company or its Parent or Subsidiary.

Non-Qualified Grants. The right to purchase shares of Common Stock is not intended to be tax-qualified or tax-preferred under current tax rules and regulations in the United Kingdom.

Tax Consultation. I understand that I may suffer adverse tax consequences as a result of his or her acquisition, holding, or disposition of the shares of Common Stock. I represent that I will consult with any tax advisors that I deem appropriate in connection with the acquisition, holding, or disposition of the shares of Common Stock and that I am not relying on the Company and any Parent or Subsidiary for any tax advice.

Prohibition Against Insider Dealing. I should be aware of the UK's insider dealing rules under the Criminal Justice Act 1993, which may affect transactions under the ESPP such as the acquisition or sale of shares of Common Stock acquired under the ESPP, if I have inside information regarding the Company. If I am uncertain whether the insider dealing rules apply, the Company recommends that I consult with a legal advisor. The Company cannot be held liable if I violate the UK's insider dealing rules. I am responsible for ensuring his or her compliance with these rules.

DEXCOM, INC.

AMENDED AND RESTATED 2015 EQUITY INCENTIVE PLAN[1]

(Adopted by the Board on April 18, 2019)

1. PURPOSE. The purpose of this Plan is to provide incentives to attract, retain and motivate eligible persons whose present and potential contributions are important to the success of the Company, and any Parents and Subsidiaries that exist now or in the future, by offering them an opportunity to participate in the Company's future performance through the grant of Awards. Capitalized terms not defined elsewhere in the text are defined in Section 28.

2. SHARES SUBJECT TO THE PLAN.

2.1. Number of Shares Available. Subject to Sections 2.5, and 21 and any other applicable provisions hereof, the total number of Shares reserved and available for grant and issuance pursuant to this Plan as of the date of adoption of this Plan by the Board, is 39,200,000 Shares, plus (i) Shares that are subject to stock options or other awards granted under the Company's 2005 Equity Incentive Plan (the "***Prior Plan***") on the Effective Date (as defined below), that cease to be subject to such stock options or other awards by forfeiture or otherwise after the Effective Date for any reason other than the exercise of a stock option or SAR, (ii) Shares issued under the Prior Plan that are repurchased by the Company at the original issue price; or (iii) Shares that are subject to stock options or other awards granted under the Prior Plan that otherwise terminate without Shares being issued.

2.2. Lapsed, Returned Awards. Shares subject to Awards, and Shares issued under this Plan under any Award, will again be available for grant and issuance in connection with subsequent Awards under this Plan to the extent such Shares: (a) are subject to issuance upon exercise of an Option or SAR granted under this Plan but which cease to be subject to the Option or SAR for any reason other than exercise of the Option or SAR; (b) are subject to Awards granted under this Plan that are forfeited or are repurchased by the Company at the original issue price; (c) are subject to Awards granted under this Plan that otherwise terminate without such Shares being issued; or (d) are surrendered pursuant to an Exchange Program. To the extent an Award under this Plan is paid out in cash rather than Shares, such cash payment will not result in reducing the number of Shares available for issuance under this Plan. Shares used to pay the exercise price of an Award, Shares withheld to satisfy the tax withholding obligations related to an Award or Shares repurchased by the Company for any reason other than Shares repurchased at their original issue price, in each case will not become available for future grant or sale under this Plan. Except as set forth above, any Awards granted including but not limited to Awards granted as SARs shall reduce the number of shares granted on a one-for-one Share for Share basis and any Shares withheld shall not again be made available for Awards under the Plan. To the extent that any Award is forfeited, repurchased or terminates without Shares being issued, Shares may again be available for issuance under this Plan. For the avoidance of doubt, Shares that otherwise become available for grant and issuance because of the provisions of this Section 2.2 shall not include Shares subject to Awards that initially became available because of the substitution clause in Section 21.2 hereof.

2.3. Minimum Share Reserve. At all times the Company shall reserve and keep available a sufficient number of Shares as shall be required to satisfy the requirements of all outstanding Awards granted under this Plan.

2.4. Limitations. No more than 39,200,000 Shares shall be issued pursuant to the exercise of ISOs.

2.5. Adjustment of Shares. If the number of outstanding Shares is changed by an extraordinary cash dividend, a stock dividend, recapitalization, spin-off, stock split, reverse stock split, subdivision, combination, reclassification or similar change in the capital structure of the Company, without consideration, then (a) the number of Shares reserved for issuance and future grant under this Plan set forth in Sections 2.1 and 2.2, (b) the Exercise Prices of and number of Shares subject to outstanding Options and SARs, (c) the number of Shares subject to other outstanding Awards, (d) the maximum number of Shares that may be issued as ISOs set forth in Section 2.4, and (e) the maximum number of Shares that may be issued to an individual or to a new Employee in any one calendar year set forth in Section 3 or to a Non-Employee Director in Section 12 shall be proportionately adjusted, subject to any required action by the Board or the stockholders of the Company and in compliance with applicable securities laws; provided that fractions of a Share will not be issued but will either be replaced by a cash payment equal to the Fair Market Value of such fraction of a Share or will be rounded up (down in the case of ISOs) to the nearest whole Share, as determined by the Committee; and provided further that the Exercise Price of any Option may not be decreased to below the par value of the Shares.

[1] Reflects June 10, 2022 four-for-one forward stock split.

2.6. Vesting / Acceleration Restriction. Awards shall not provide for any vesting prior to at least twelve (12) months from grant. In addition, the Committee will not permit the discretionary acceleration of vesting of Awards. Notwithstanding the foregoing, the Committee may permit (i) acceleration of vesting of Awards in the event of the Participant's death or Disability, or Change of Control and (ii) the vesting of Awards on any basis prior to twelve (12) months from grant or any acceleration of vesting of Awards representing up to an aggregate of five percent (5%) of the Shares reserved and available for grant under the Plan.

3. ELIGIBILITY. ISOs may be granted only to an eligible Employee. All other Awards may be granted to an eligible Employee, Consultant, Director or Non-Employee Director; provided such Consultant, Director or Non-Employee Director renders bona fide services not in connection with the offer and sale of securities in a capital-raising transaction. No Participant will be eligible to be granted more than 4,000,000 Shares in any calendar year under this Plan pursuant to the grant of Awards except that a new Employee (including a new Employee who is also an officer or director of the Company or any Parent, Subsidiary or Affiliate) is eligible to be granted up to a maximum of 8,000,000 Shares in the calendar year in which such Employee commences employment.

4. ADMINISTRATION.

4.1. Committee Composition; Authority. This Plan will be administered by the Committee or by the Board acting as the Committee. Subject to the general purposes, terms and conditions of this Plan, and to the direction of the Board, the Committee will have full power to implement and carry out this Plan, except, however, the Board shall establish the terms for the grant of an Award to Non-Employee Directors. The Committee will have the authority to:

(a) construe and interpret this Plan, any Award Agreement and any other agreement or document executed pursuant to this Plan;

(b) prescribe, amend and rescind rules and regulations relating to this Plan or any Award;

(c) select persons to receive Awards;

(d) determine the form and terms and conditions, not inconsistent with the terms of this Plan, of any Award granted hereunder. Such terms and conditions include, but are not limited to, the exercise price, subject to Section 2.6, the time or times when Awards may vest and be exercised (which may be based on performance criteria) or settled, subject to Section 2.6, any vesting acceleration or waiver of forfeiture restrictions, the method to satisfy tax withholding obligations or any other tax liability legally due, and any restriction or limitation regarding any Award or the Shares relating thereto, based in each case on such factors as the Committee will determine;

(e) determine the number of Shares or other consideration subject to Awards;

(f) determine the Fair Market Value and interpret the applicable provisions of this Plan and the definition of Fair Market Value in connection with circumstances that impact the Fair Market Value, if necessary;

(g) determine whether Awards will be granted singly, in combination with, in tandem with, in replacement of, or as alternatives to, other Awards under this Plan or any other incentive or compensation plan of the Company or any Parent or Subsidiary of the Company;

(h) grant waivers of Plan or Award conditions;

(i) determine the vesting, exercisability and payment of Awards;

(j) correct any defect, supply any omission or reconcile any inconsistency in this Plan, any Award or any Award Agreement;

(k) determine whether an Award has been earned;

(l) determine the terms and conditions of any, and to institute any Exchange Program approved by stockholders;

(m) reduce or waive any criteria with respect to Performance Factors;

(n) adjust Performance Factors to take into account changes in law and accounting or tax rules as the Committee deems necessary or appropriate to reflect the impact of extraordinary or unusual items, events or circumstances to avoid windfalls or hardships, including without limitation (i) restructurings, discontinued operations, extraordinary items, and other unusual or non-recurring charges, (ii) an event either not directly related to the operations of the Company or not within the reasonable control of the Company's management, or (iii) a change in accounting standards required by generally accepted accounting principles;

(o) adopt terms and conditions, rules and/or procedures (including the adoption of any subplan under this Plan and any country addenda to the Award Agreements) relating to the operation and administration of this Plan to accommodate grants to participants residing outside of the United States and comply with the requirements of local law and procedures;

(p) make all other determinations necessary or advisable for the administration of this Plan; and

(q) delegate any of the foregoing to a subcommittee consisting of one or more executive officers pursuant to a specific delegation as permitted by applicable law, including Section 157(c) of the Delaware General Corporation Law.

4.2. Committee Interpretation and Discretion. Any determination made by the Committee with respect to any Award shall be made in its sole discretion at the time of grant of the Award or, unless in contravention of any express term of this Plan or Award, at any later time, and such determination shall be final and binding on the Company and all persons having an interest in any Award under this Plan. Any dispute regarding the interpretation of this Plan or any Award Agreement shall be submitted by the Participant or Company to the Committee for review. The resolution of such a dispute by the Committee shall be final and binding on the Company and the Participant. The Committee may delegate to one or more executive officers the authority to review and resolve disputes with respect to Awards held by Participants who are not Insiders, and such resolution shall be final and binding on the Company and the Participant.

4.3. Section 16 of the Exchange Act. Awards granted to Participants who are subject to Section 16 of the Exchange Act must be approved by two or more "non-employee directors" (as defined in the regulations promulgated under Section 16 of the Exchange Act).

4.4. Documentation. The Award Agreement for a given Award, this Plan and any other documents may be delivered to, and accepted by, a Participant or any other person in any manner (including electronic distribution or posting) that meets applicable legal requirements.

4.5. Foreign Award Recipients. Notwithstanding any provision of this Plan to the contrary, in order to comply with the laws and practices in countries other than the United States in which the Company and its Subsidiaries and Affiliates operate or have employees or other individuals eligible for Awards, the Committee, in its sole discretion, shall have the power and authority to: (i) determine which Subsidiaries and Affiliates shall be covered by this Plan; (ii) determine which individuals outside the United States are eligible to participate in this Plan, which may include individuals who provide services to the Company, Subsidiary or Affiliate under an agreement with a foreign nation or agency; (iii) modify the terms and conditions of any Award granted to individuals who are located outside the United States or who are foreign nationals to comply with applicable foreign laws, policies, customs and practices; (iv) establish subplans and modify exercise procedures and other terms and procedures, to the extent determined necessary or advisable by the Committee and provided that (a) no such subplans and/or modifications shall increase the share limitations contained in Section 2.1 hereof and (b) in such instance, such subplans and/or modifications shall be attached to this Plan as appendices; and (v) take any action, before or after an Award is made, that the Committee determines to be necessary or advisable to obtain approval or comply with any local governmental regulatory exemptions or approvals. Notwithstanding the foregoing, the Committee may not take any actions hereunder, and no Award shall be granted, that would violate the Exchange Act or any other applicable United States securities law, the Code or any other applicable United States governing statute or law.

5. OPTIONS. An Option is the right but not the obligation to purchase a Share, subject to certain conditions, if applicable, granted to an eligible Employee, Consultant or Director. All Options shall be granted pursuant to an Award Agreement.

5.1. Terms of Options. Each Option granted under this Plan will be identified as an Incentive Stock Options within the meaning of the Code ("***ISO***") or a Nonqualified Stock Option ("***NSO***"). Applicable conditions may be based on completion of a specified number of years of service with the Company or upon satisfaction of performance goals based on Performance Factors during a Performance Period as set out in advance in the Award Agreement. Prior to the grant of an Option that is being earned upon satisfaction of performance goals based on Performance Factors, the Committee shall: (a) determine the nature, length and starting date of any Performance Period for the Option; (b) select from among the Performance Factors to be used to measure performance goals, if any; and (c) determine the number of Shares that may be earned by the Participant. Performance Periods may overlap and a Participant may participate simultaneously with respect to Options that are subject to different Performance Periods and having performance goals based on different Performance Factors and other criteria.

5.2. Date of Grant. An Option's date of grant will be that date on which the Committee makes the determination to grant such Option, or any such future date specified by the Committee. The Award Agreement will be delivered to the Participant within a reasonable time after the date of grant.

5.3. Exercise Period. Subject to Section 2.6, Options will vest and be exercisable within the times or upon the conditions as set forth in the Award Agreement; provided, however, that no Option will be exercisable after the expiration of ten (10) years from the date of grant; and provided further that no ISO granted to a person who, at the time the ISO is granted, directly or by attribution owns more than ten percent (10%) of the total combined voting power of all classes of stock of the Company or of any Parent or Subsidiary of the Company ("***Ten Percent Stockholder***") will be exercisable after the expiration of five (5) years from the date the ISO is granted. The Committee also may provide for Options to vest and be exercisable at one time or from time to time, periodically or otherwise (including, without limitation, upon the attainment during a Performance Period of performance goals based on Performance Factors), in such number of Shares or percentage of Shares as the Committee determines.

5.4. Exercise Price. The Exercise Price of an Option will be determined by the Committee when the Option is granted; provided that: (i) the Exercise Price of an Option will be not less than one hundred percent (100%) of the Fair Market Value of the Shares on the date of grant and (ii) the Exercise Price of any ISO granted to a Ten Percent Stockholder will be not less than one hundred ten percent (110%) of the Fair Market Value of the Shares on the date of grant. Payment for the Shares purchased must be made in accordance with Section 11 of this Plan, the Award Agreement and any procedures established by the Company.

5.5. Method of Exercise. Any Option granted hereunder will vest and be exercisable at such times and under such conditions as determined by the Committee and set forth in the Award Agreement, subject to the terms and conditions of this Plan. An Option may not be exercised for a fraction of a Share. An Option will be deemed exercised when the Company receives: (i) notice of exercise (in such form as the Committee may specify from time to time) from the person entitled to exercise the Option, and (ii) full payment for the Shares with respect to which the Option is exercised plus payment or provision for applicable withholding taxes. Shares issued upon exercise of an Option will be issued in the name of the Participant. Notwithstanding the exercise of the Option, until such time as the Shares are issued (as evidenced by the appropriate entry on the books of the Company or of a duly authorized transfer agent of the Company), no right to vote or receive dividends or any other rights as a stockholder will exist with respect to the Shares. The Company will issue (or cause to be issued) such Shares promptly after the Option is exercised. No adjustment will be made for a dividend or other right for which the record date is prior to the date the Shares are issued, except as provided in Section 2.5 of this Plan. Exercising an Option in any manner will decrease the number of Shares thereafter available, both for purposes of this Plan and for sale under the Option, by the number of Shares as to which the Option is exercised.

(a) Termination of Service. If the Participant's Service terminates for any reason except a termination by the Company for Cause or because of the Participant's death or Disability, then the Participant may exercise such Participant's Options only to the extent that such Options would have been exercisable by the Participant on the date Participant's Service terminates, no later than three (3) months after the date Participant's Service terminates (or such shorter or longer time period as may be determined by the Committee, with any exercise beyond three (3) months after the date Participant's Service terminates deemed to be the exercise of an NSO), but in any event no later than the expiration date of the Options.

(b) Death. If the Participant's Service terminates because of the Participant's death (or the Participant dies within three (3) months after Participant's Service terminates for any reason except a termination by the Company for Cause or because of the Participant's Disability), then the Participant's Options may be exercised only to the extent that such Options would have been exercisable by the Participant on the date Participant's Service terminates and must be exercised by the Participant's legal representative, or authorized assignee, no later than twelve (12) months after the date Participant's Service terminates (or such shorter or longer time period as may be determined by the Committee), but in any event no later than the expiration date of the Options.

(c) Disability. If the Participant's Service terminates because of the Participant's Disability, then the Participant's Options may be exercised only to the extent that such Options would have been exercisable by the Participant on the date Participant's Service terminates and must be exercised by the Participant (or the Participant's legal representative or authorized assignee) no later than twelve (12) months after the date Participant's Service terminates (with any exercise beyond (a) three (3) months after the date Participant's employment terminates when the termination of Service is for a Disability that is not a "permanent and total disability" as defined in Section 22(e)(3) of the Code, or (b) twelve (12) months after the date Participant's employment terminates when the termination of Service is for a Disability that is a "permanent and total disability" as defined in Section 22(e)(3) of the Code, deemed to be exercise of an NSO), but in any event no later than the expiration date of the Options.

(d) Cause. If the Participant is terminated by the Company for Cause, then Participant's Options shall expire on the date Service terminates, or at such later time and on such conditions as are determined by the Committee, but in any event no later than the expiration date of the Options. Unless otherwise provided in the Award Agreement, Cause shall have the meaning set forth in this Plan.

5.6. Limitations on Exercise. The Committee may specify a minimum number of Shares that may be purchased on any exercise of an Option, provided that such minimum number will not prevent a Participant from exercising the Option for the full number of Shares for which it is then exercisable.

5.7. Limitations on ISOs. With respect to Awards granted as ISOs, to the extent that the aggregate Fair Market Value of the Shares with respect to which such ISOs are exercisable for the first time by the Participant during any calendar year (under all plans of the Company and any Parent or Subsidiary) exceeds one hundred thousand dollars ($100,000), such Options will be treated as NSOs. For purposes of this Section 5.7, ISOs will be so evaluated in the order in which they were granted, beginning with the grant first in time. The Fair Market Value of the Shares will be determined as of the Option's date of grant. In the event that the Code or the regulations promulgated thereunder are amended after the Effective Date to provide for a different limit on the Fair Market Value of Shares permitted to be subject to ISOs, such different limit will be automatically incorporated herein and will apply to any Options granted after the effective date of such amendment.

5.8. Modification, Extension or Renewal. The Committee may modify, extend or renew outstanding Options and authorize the grant of new Options in substitution therefor, provided that any such action may not, without the written consent of a Participant, impair any of such Participant's rights under any Option previously granted. Subject to Section 18, the Committee may (a) reduce the Exercise Price of outstanding Options or (b) grant Options in substitution for cancelled options or other Awards authorized under the Plan. Any outstanding ISO that is modified, extended, renewed or otherwise altered will be treated in accordance with Section 424(h) of the Code.

5.9. Notice of Disqualifying Dispositions of Shares Acquired on Exercise of an ISO. If a Participant sells or otherwise disposes of any Shares acquired pursuant to the exercise of an ISO on or before the later of (a) the date two years after the Date of Grant, and (b) the date one year after the exercise of the ISO (in either case, a "***Disqualifying Disposition***"), the Company may require the Participant to immediately notify the Company in writing of such Disqualifying Disposition.

5.10. No Disqualification. Notwithstanding any other provision in this Plan, no term of this Plan relating to ISOs will be interpreted, amended or altered, nor will any discretion or authority granted under this Plan be exercised, so as to disqualify this Plan under Section 422 of the Code or, without the consent of the Participant affected, to disqualify any ISO under Section 422 of the Code

5.11. Termination of Service. Except as otherwise set forth in the Award Agreement or as otherwise determined by the Committee, vesting ceases on the date Participant's Service terminates.

6. RESTRICTED STOCK AWARDS. A Restricted Stock Award is an offer by the Company to sell Shares subject to restrictions ("***Restricted Stock***") to an eligible Employee, Consultant, or Director. The Committee will determine to whom an offer will be made, the number of Shares the Participant may purchase, the Purchase Price, the restrictions applicable to the Shares and all other terms and conditions of the Restricted Stock Award, subject to this Plan.

6.1. Restricted Stock Purchase Agreement. All purchases under a Restricted Stock Award will be evidenced by an Award Agreement. Except as may otherwise be provided in an Award Agreement, a Participant accepts a Restricted Stock Award by signing and delivering to the Company an Award Agreement with full payment of the Purchase Price plus payment or provision for applicable withholding taxes, within thirty (30) days from the date the Award Agreement was delivered to the Participant. If the Participant does not accept such Award within thirty (30) days, then such Restricted Stock Award will terminate, unless the Committee determines otherwise.

6.2. Purchase Price. The Purchase Price for a Restricted Stock Award will be determined by the Committee and may be less than Fair Market Value but not less than the par value of the Shares on the date the Restricted Stock Award is granted. Payment of the Purchase Price must be made in accordance with Section 11 of this Plan, and the Award Agreement and in accordance with any procedures established by the Company.

6.3. Terms of Restricted Stock Awards. Subject to Section 2.6, Restricted Stock Awards will be subject to such restrictions as the Committee may impose or are required by law. Applicable restrictions may be based on completion of a specified number of years of service with the Company or upon satisfaction of performance goals based on Performance Factors during a Performance Period as set out in advance in the Award Agreement. Prior to the grant of a Restricted Stock Award that is being earned upon satisfaction of performance goals based on Performance Factors, the Committee shall: (a) determine the nature, length and starting date of any Performance Period for the Restricted Stock Award; (b) select from among the Performance Factors to be used to measure performance goals, if any; and (c) determine the number of Shares that may be earned by the Participant. Performance Periods may overlap and a Participant may participate simultaneously with respect to Restricted Stock Awards that are subject to different Performance Periods and having performance goals based on different Performance Factors and other criteria.

6.4. Termination of Service. Except as otherwise set forth in the Award Agreement or as otherwise determined by the Committee, vesting ceases on the date Participant's Service terminates.

7. STOCK BONUS AWARDS. A Stock Bonus Award is an award of Shares made to an eligible Employee, Consultant, or Director in consideration for Services to be rendered or for past Services already rendered to the Company or any Parent or Subsidiary, as permitted by law. All Stock Bonus Awards shall be made pursuant to an Award Agreement. No payment from the Participant will be required for Shares awarded pursuant to a Stock Bonus Award.

7.1. Terms of Stock Bonus Awards. Subject to Section 2.6, the Committee will determine to whom a Stock Bonus Award will be made, the number of Shares under the Stock Bonus Award, the restrictions, if any, applicable to such Shares and all other terms and conditions of the Stock Bonus Award, subject to this Plan. Applicable restrictions may be based upon completion of a specified number of years of service with the Company or upon satisfaction of performance goals based on Performance Factors during a Performance Period as set out in advance in the Award Agreement. Prior to the grant of any Stock Bonus Award that is being earned upon satisfaction of performance goals, the Committee shall: (a) determine the nature, length and starting date of any Performance Period for the Stock Bonus Award; (b) select from among the Performance Factors to be used to measure performance goals; and (c) determine the number of Shares that may be awarded to the Participant. Performance Periods may overlap and a Participant may participate simultaneously with respect to Stock Bonus Awards that are subject to different Performance Periods and performance goals based on different Performance Factors and other criteria.

7.2. Form of Payment to Participant. As determined in the sole discretion of the Committee, a Stock Bonus Award may be paid in the form of cash, whole Shares, or a combination thereof, based on the Fair Market Value (as of the date of payment) of the Shares earned under such Stock Bonus Award.

7.3. Termination of Service. Except as otherwise set forth in the Award Agreement or as otherwise determined by the Committee, vesting ceases on the date Participant's Service terminates.

8. STOCK APPRECIATION RIGHTS. A Stock Appreciation Right ("***SAR***") is an award to an eligible Employee, Consultant, or Director that may be settled in cash, or Shares (which may consist of Restricted Stock), having a value equal to (a) the difference between the Fair Market Value on the date of exercise over the Exercise Price multiplied by (b) the number of Shares with respect to which the SAR is being settled (subject to any maximum number of Shares that may be issuable as specified in an Award Agreement). All SARs shall be made pursuant to an Award Agreement.

8.1. Terms of SARs. The Committee will determine the terms of each SAR including, without limitation: (a) the number of Shares subject to the SAR; (b) the Exercise Price and the time or times during which the SAR may be settled; (c) the consideration to be distributed on settlement of the SAR; and (d) the effect of the Participant's termination of Service on each SAR. The Exercise Price of the SAR will be determined by the Committee when the SAR is granted, and may be not less than Fair Market Value or the par value of the Shares. A SAR may be awarded upon satisfaction of Performance Factors, if any, during any Performance Period as are set out in advance in the Award Agreement. Prior to the grant of any SAR that is being earned upon satisfaction of performance goals, then the Committee will: (x) determine the nature, length and starting date of any Performance Period for each SAR; and (y) select from among the Performance Factors to be used to measure the performance, if any. Performance Periods may overlap and Participants may participate simultaneously with respect to SARs that are subject to different Performance Periods and performance goals based on different Performance Factors and other criteria.

8.2. Exercise Period and Expiration Date. Subject to Section 2.6, a SAR will be exercisable within the times or upon the occurrence of events determined by the Committee and set forth in the Award Agreement. The SAR Agreement shall set forth the expiration date; provided that no SAR will be exercisable after the expiration of ten (10) years from the date the SAR is granted. The Committee may also provide for SARs to become exercisable at one time or from time to time, periodically or otherwise (including, without limitation, upon the attainment during a Performance Period of performance goals based on Performance Factors), in such number of Shares or percentage of the Shares subject to the SAR as the Committee determines. Notwithstanding the foregoing, the rules of Section 5.6 also will apply to SARs.

8.3. Form of Settlement. Upon exercise of a SAR, a Participant will be entitled to receive payment from the Company in an amount determined by multiplying (i) the difference between the Fair Market Value of a Share on the date of exercise over the Exercise Price; times (ii) the number of Shares with respect to which the SAR is exercised (subject to any maximum number of Shares that may be issuable as specified in an Award Agreement). At the discretion of the Committee, the payment from the Company for the SAR exercise may be in cash, in Shares of equivalent value, or in some combination thereof. The portion of a SAR being settled may be paid currently or on a deferred basis with such interest or dividend equivalent, if any, as the Committee determines, provided that the terms of the SAR and any deferral satisfy the requirements of Section 409A of the Code.

8.4. Termination of Service. Except as otherwise set forth in the Award Agreement or as otherwise determined by the Committee, vesting ceases on the date Participant's Service terminates.

9. RESTRICTED STOCK UNITS. A Restricted Stock Unit ("***RSU***") is an award to an eligible Employee, Consultant, or Director covering a number of Shares that may be settled in cash, or by issuance of those Shares (which may consist of Restricted Stock). All RSUs shall be made pursuant to an Award Agreement.

9.1. Terms of RSUs. Subject to Section 2.6, the Committee will determine the terms of an RSU including, without limitation: (a) the number of Shares subject to the RSU; (b) the time or times during which the RSU may be settled; (c) the consideration to be distributed on settlement; and (d) the effect of the Participant's termination of Service on each RSU. An RSU may be awarded upon satisfaction of such performance goals based on Performance Factors during any Performance Period as are set out in advance in the Award Agreement. Prior to the grant of any RSU that is being earned upon satisfaction of performance goals, the Committee will: (x) determine the nature, length and starting date of any Performance Period for the RSU; (y) select from among the Performance Factors to be used to measure the performance, if any; and (z) determine the number of Shares deemed subject to the RSU. Performance Periods may overlap and participants may participate simultaneously with respect to RSUs that are subject to different Performance Periods and performance goals based on different Performance Factors and other criteria.

9.2. Form and Timing of Settlement. Payment of earned RSUs shall be made as soon as practicable after the date(s) determined by the Committee and set forth in the Award Agreement. The Committee, in its sole discretion, may settle earned RSUs in cash, Shares, or a combination of both. The Committee may also permit a Participant to defer payment under a RSU to a date or dates after the RSU is earned provided that the terms of the RSU and any deferral satisfy the requirements of Section 409A of the Code.

9.3. Termination of Service. Except as otherwise set forth in the Award Agreement or as otherwise determined by the Committee, vesting ceases on the date Participant's Service terminates.

10. PERFORMANCE AWARDS. A Performance Award is an award to an eligible Employee, Consultant, or Director of Performance Shares or a cash bonus denominated in Shares that may be settled in cash, or by issuance of those Shares (which may consist of Restricted Stock). Grants of Performance Awards shall be made pursuant to an Award Agreement.

10.1. Terms of Performance Awards. Subject to Section 2.6, the Committee will determine the terms of a Performance Award including, without limitation: (a) the number of Shares or amount of cash subject to the Performance Award; (b) the time or times during which the Performance Award may be settled; and (c) the consideration to be distributed on settlement, and the effect of the Participant's termination of Service on each Performance Award. A Performance Award may be awarded upon satisfaction of performance goals based on Performance Factors during any Performance Period as set out in advance in the Award Agreement. Prior to the grant of any Performance Award that is being earned upon satisfaction of performance goals, the Committee will: (x) determine the nature, length and starting date of any Performance Period for the Performance Award; (y) select from among the Performance Factors to be used to measure such performance goals, if any; and (z) determine the number of Shares deemed subject to the Performance Award. Performance Periods may overlap and participants may participate simultaneously with respect to Performance Awards that are subject to different Performance Periods and performance goals based on different Performance Factors and other criteria.

10.2. Termination of Service. Except as otherwise set forth in the Award Agreement or as otherwise determined by the Committee, vesting ceases on the date Participant's Service terminates.

11. PAYMENT FOR SHARE PURCHASES. Payment from a Participant for Shares purchased pursuant to this Plan may be made in cash or by check or, where approved for the Participant by the Committee and where permitted by law (and to the extent not otherwise set forth or prohibited in the applicable Award Agreement):

(a) by cancellation of indebtedness of the Company to the Participant;

(b) by surrender of Shares held by the Participant that have a Fair Market Value on the date of surrender equal to the aggregate exercise price of the Shares as to which said Award will be exercised or settled;

(c) by waiver of compensation due or accrued to the Participant for services rendered or to be rendered to the Company or a Parent or Subsidiary of the Company;

(d) by consideration received by the Company pursuant to a broker-assisted or other form of cashless exercise program implemented by the Company in connection with this Plan;

(e) by any combination of the foregoing; or

(f) by any other method of payment as is permitted by applicable law.

Unless determined otherwise by the Committee, all payments under any of the methods indicated above shall be made in United States dollars.

12. GRANTS TO NON-EMPLOYEE DIRECTORS. Non-Employee Directors are eligible to receive any type of Award offered under this Plan except ISOs. Awards pursuant to this Section 12 may be automatically made pursuant to policy adopted by the Board, or made from time to time as determined in the discretion of the Board. The aggregate number of Shares subject to Awards granted under this Section 12 to a Non-Employee Director in any calendar year shall not exceed 120,000 Shares.

12.1. Eligibility. Awards pursuant to this Section 12 shall be granted only to Non-Employee Directors. A Non-Employee Director who is elected or re-elected as a member of the Board will be eligible to receive an Award under this Section 12.

12.2. Vesting, Exercisability and Settlement. Except as set forth in Section 6 and 21, Awards shall vest, be exercisable and be settled as determined by the Board. With respect to Options and SARs, the exercise price granted to Non-Employee Directors shall be not less than the Fair Market Value of the Shares at the time that such Option or SAR is granted.

12.3. Election to receive Awards in Lieu of Cash. A Non-Employee Director may elect to receive his or her annual retainer payments and/or meeting fees from the Company in the form of cash or Awards or in a combination thereof, as determined by the Board. Such Awards shall be issued under this Plan. An election under this Section 12.3 shall be filed with the Company on the form prescribed by the Company.

13. WITHHOLDING TAXES.

13.1. Withholding Generally. Whenever Shares are to be issued in satisfaction of Awards granted under this Plan or the applicable tax event occurs, the Company may require the Participant to remit to the Company, or to the Parent, Subsidiary or Affiliate employing the Participant, an amount sufficient to satisfy applicable U.S. federal, state, local and international withholding tax requirements or any other tax or social insurance liability legally due from the Participant prior to the delivery of Shares pursuant to exercise or settlement of any Award. Whenever payments in satisfaction of Awards granted under this Plan are to be made in cash, such payment will be net of an amount sufficient to satisfy applicable U.S. federal, state, local and international withholding tax and social insurance requirements or any other tax liability legally due from the Participant.

13.2. Stock Withholding. The Committee, or its delegate(s), as permitted by applicable law, in its sole discretion and pursuant to such procedures as it may specify from time to time and to limitations of local law, may require or permit a Participant to satisfy such tax withholding obligation or any other tax liability legally due from the Participant, in whole or in part by (without limitation) (i) paying cash, (ii) electing to have the Company withhold otherwise deliverable cash or Shares having a Fair Market Value equal to up to the maximum statutory amount permitted to be withheld, (iii) delivering to the Company Shares having a Fair Market Value equal to up to the maximum amount permitted to be withheld or (iv) withholding from the proceeds of the sale of otherwise deliverable Shares acquired pursuant to an Award either through a voluntary sale or through a mandatory sale arranged by the Company. The Fair Market Value of the Shares to be withheld or delivered will be determined as of the date that the taxes are required to be withheld.

14. TRANSFERABILITY.

14.1. Transfer Generally. Unless determined otherwise by the Committee or pursuant to Section 14.2, an Award may not be sold, pledged, assigned, hypothecated, transferred, or disposed of in any manner other than by will or by the laws of descent and distribution. If the Committee makes an Award transferable, including, without limitation, by instrument to an inter vivos or testamentary trust in which the Awards are to be passed to beneficiaries upon the death of the trustor (settlor) or by gift or by domestic relations order to a Permitted Transferee, such Award will contain such additional terms and conditions as the Committee deems appropriate. All Awards shall be exercisable: (i) during the Participant's lifetime only by (A) the Participant, or (B) the Participant's guardian or legal representative; (ii) after the Participant's death, by the legal representative of the Participant's heirs or legatees; and (iii) in the case of all awards except ISOs, by a Permitted Transferee.

14.2. Beneficiaries. Each Participant under this Plan may, from time to time, name any beneficiary or beneficiaries (who may be named contingently or successively) to whom any benefit under this Plan is to be paid in case of such Participant's death before he or she receives any or all of such benefit. Each such designation shall revoke all prior designations by the same Participant, shall be in a form prescribed by the Committee, and will be effective only when filed by such Participant in writing with the Company during such Participant's lifetime. In the absence of any such beneficiary designation, benefits remaining unpaid or rights remaining unexercised at such Participant's death shall be paid to or exercised by such Participant's executor, administrator, or legal representative.

15. PRIVILEGES OF STOCK OWNERSHIP; RESTRICTIONS ON SHARES.

15.1. Voting and Dividends. No Participant will have any of the rights of a stockholder with respect to any Shares until the Shares are issued to the Participant, except for any Dividend Equivalent Rights permitted by an applicable Award Agreement. After Shares are issued to the Participant, the Participant will be a stockholder and have all the rights of a stockholder with respect to such Shares, including the right to vote and receive all dividends or other distributions made or paid with respect to such Shares; provided, that if such Shares are Restricted Stock, then any new, additional or different securities the Participant may become entitled to receive with respect to such Shares by virtue of a stock dividend, stock split or any other change in the corporate or capital structure of the Company will be subject to the same restrictions as the Restricted Stock; provided, further, that the Participant will have no right to such stock dividends or stock distributions with respect to Unvested Shares, and any such dividends or stock distributions shall be accrued and paid only at such time if any, as such Unvested Shares become vested Shares. The Committee, in its discretion, may provide in the Award Agreement evidencing any Award that the Participant shall be entitled to Dividend Equivalent Rights with respect to the payment of cash dividends on Shares subject to such Award during the period beginning on the date the Award is granted and ending, with respect to each Share subject to the Award, on the earlier of the date on which the Award is exercised or settled or the date on which they are forfeited; provided, that under no circumstances may Dividend Equivalent Rights be granted for any Option or SAR and provided, further, that no Dividend Equivalent Right shall be paid with respect to Unvested Shares, and any such dividends or stock distributions shall be accrued and paid only at such time, if any, as such Unvested Shares become vested Shares. Such Dividend Equivalent Rights, if any, shall be credited to the Participant in the form of additional whole Shares as of the date of payment of such cash dividends on Shares.

15.2. Restrictions on Shares. At the discretion of the Committee, the Company may reserve to itself and/or its assignee(s) a right to repurchase (a "***Right of Repurchase***") a portion of any or all Unvested Shares held by a Participant following such Participant's termination of Service at any time within ninety (90) days after the later of the date Participant's Service terminates and the date the Participant purchases Shares under this Plan, for cash and/or cancellation of purchase money indebtedness, at the Participant's Purchase Price or Exercise Price, as the case may be.

16. CERTIFICATES. All Shares or other securities whether or not certificated, delivered under this Plan will be subject to such stock transfer orders, legends and other restrictions as the Committee may deem necessary or advisable, including restrictions under any applicable U.S. federal, state or foreign securities law, or any rules, regulations and other requirements of the SEC or any stock exchange or automated quotation system upon which the Shares may be listed or quoted and any non-U.S. exchange controls or securities law restrictions to which the Shares are subject.

17. ESCROW; PLEDGE OF SHARES. To enforce any restrictions on a Participant's Shares, the Committee may require the Participant to deposit all certificates representing Shares, together with stock powers or other instruments of transfer approved by the Committee, appropriately endorsed in blank, with the Company or an agent designated by the Company to hold in escrow until such restrictions have lapsed or terminated, and the Committee may cause a legend or legends referencing such restrictions to be placed on the certificates. Any Participant who is permitted to execute a promissory note as partial or full consideration for the purchase of Shares under this Plan will be required to pledge and deposit with the Company all or part of the Shares so purchased as collateral to secure the payment of the Participant's obligation to the Company under the promissory note; provided, however, that the Committee may require or accept other or additional forms of collateral to secure the payment of such obligation and, in any event, the Company will have full recourse against the Participant under the promissory note notwithstanding any pledge of the Participant's Shares or other collateral. In connection with any pledge of the Shares, the Participant will be required to execute and deliver a written pledge agreement in such form as the Committee will from time to time approve. The Shares purchased with the promissory note may be released from the pledge on a pro rata basis as the promissory note is paid.

18. EXCHANGE AND BUYOUT OF AWARDS. An Exchange Program, including but not limited to any repricing of Options or SARs is not permitted without prior stockholder approval.

19. SECURITIES LAW AND OTHER REGULATORY COMPLIANCE. An Award will not be effective unless such Award is in compliance with all applicable U.S. and foreign federal and state securities and exchange control laws, rules and regulations of any governmental body, and the requirements of any stock exchange or automated quotation system upon which the Shares may then be listed or quoted, as they are in effect on the date of grant of the Award and also on the date of exercise or other issuance. Notwithstanding any other provision in this Plan, the Company will have no obligation to issue or deliver certificates for Shares under this Plan prior to: (a) obtaining any approvals from governmental agencies that the Company determines are necessary or advisable; and/or (b) completion of any registration or other qualification of such Shares under any state or federal or foreign law or ruling of any governmental body that the Company determines to be necessary or advisable. The Company will be under no obligation to register the Shares with the SEC or to effect compliance with the registration, qualification or listing requirements of any foreign or state securities laws, exchange control laws, stock exchange or automated quotation system, and the Company will have no liability for any inability or failure to do so.

20. NO OBLIGATION TO EMPLOY. Nothing in this Plan or any Award granted under this Plan will confer or be deemed to confer on any Participant any right to continue in the employ of, or to continue any other relationship with, the Company or any Parent, Subsidiary or Affiliate or limit in any way the right of the Company or any Parent, Subsidiary or Affiliate to terminate Participant's employment or other relationship at any time.

21. CORPORATE TRANSACTIONS.

21.1. Assumption or Replacement of Awards by Successor. In the event that the Company is subject to a Corporate Transaction, outstanding Awards acquired under this Plan shall be subject to the documentation evidencing the Corporate Transaction, which need not treat all outstanding Awards in an identical manner. Such agreement, without the Participant's consent, shall provide for one or more of the following with respect to all outstanding Awards as of the effective date of such Corporate Transaction.

(a) The continuation of an outstanding Award by the Company (if the Company is the successor entity).

(b) The assumption of an outstanding Award by the successor or acquiring entity (if any) of such Corporate Transaction (or by its parents, if any), which assumption, will be binding on all selected Participants; provided that the exercise price and the number and nature of shares issuable upon exercise of any such option or stock appreciation right, or any award that is subject to Section 409A of the Code, will be adjusted appropriately pursuant to Section 424(a) of the Code.

(c) The substitution by the successor or acquiring entity in such Corporate Transaction (or by its parents, if any) of an equivalent award with substantially the same terms for such outstanding Award (except that the exercise price and the number and nature of shares issuable upon exercise of any such option or stock appreciation right, or any award that is subject to Section 409A of the Code, will be adjusted appropriately pursuant to Section 424(a) of the Code).

(d) A payment to the Participant equal to the excess of (i) the Fair Market Value of the Shares subject to the Award as of the effective date of such Corporate Transaction over (ii) the Exercise Price or Purchase Price of Shares, as the case may be, subject to the Award in connection with the cancellation of the Award. Such payment will be made in the form of cash, cash equivalents, or securities of the surviving corporation or its parent with a Fair Market Value equal to the required amount. The successor corporation may provide substantially similar consideration to Participants as was provided to stockholders (after taking into account the existing provisions of the Awards). Subject to Section 409A of the Code, such payment may be made in installments, may be deferred until the date or dates when the Award would have become exercisable or such Shares would have vested, and such payment may be subject to vesting based on the Participant's continuing such payment initially will be calculated without regard to whether or not the Award is then exercisable or such Shares are then vested. In addition, any escrow, holdback, earnout or similar provisions in the agreement for such Corporate Transaction may apply to such payment to the same extent and in the same manner as such provisions apply to the holders of Shares. If the Exercise Price of the Shares subject to an Option exceeds the Fair Market Value of such Shares, then the Option may be cancelled without making a payment to the Participant. For purposes of this subsection, the Fair Market Value of any security will be determined without regard to any vesting conditions that may apply to such security.

The Board shall have full power and authority to assign the Company's right to repurchase or re-acquire or forfeiture rights to such successor or acquiring corporation. Notwithstanding the foregoing, solely upon a Corporate Transaction in which the successor or acquiring corporation refuses to assume, convert, replace or substitute Awards, as provided above, pursuant to a Corporate Transaction notwithstanding any other provision in this Plan to the contrary, and unless otherwise determined by the Committee, all Awards granted under this Plan shall accelerate in full as of the time of consummation of the Corporate Transaction. In such event, the Committee will notify the Participant in writing or electronically that such Award will be exercisable for a period of time determined by the Committee in its sole discretion, and such Award will terminate upon the expiration of such period. Awards need not be treated similarly in a Corporate Transaction.

21.2. Assumption of Awards by the Company. The Company, from time to time, also may substitute or assume outstanding awards granted by another company, whether in connection with an acquisition of such other company or otherwise, by either; (a) granting an Award under this Plan in substitution of such other company's award; or (b) assuming such award as if it had been granted under this Plan if the terms of such assumed award could be applied to an Award granted under this Plan. Such substitution or assumption will be permissible if the holder of the substituted or assumed award would have been eligible to be granted an Award under this Plan if the other company had applied the rules of this Plan to such grant. In the event the Company assumes an award granted by another company, the terms and conditions of such award will remain unchanged (except that the Purchase Price or the Exercise Price, as the case may be, and the number and nature of Shares issuable upon exercise or settlement of any such Award will be adjusted appropriately pursuant to Section 424(a) of the Code). In the event the Company elects to grant a new Option in substitution rather than assuming an existing option, such new Option may be granted with a similarly adjusted Exercise Price. Substitute Awards shall not reduce the number of Shares authorized for grant under this Plan or authorized for grant to a Participant in a calendar year.

21.3. Non-Employee Directors' Awards. Notwithstanding any provision to the contrary herein, in the event of a Corporate Transaction, the vesting of all Awards granted to Non-Employee Directors shall accelerate and such Awards shall become exercisable (as applicable) in full prior to the consummation of such event at such times and on such conditions as the Committee determines.

22. ADOPTION AND STOCKHOLDER APPROVAL. This Plan shall be submitted for the approval of the Company's stockholders, consistent with applicable laws, within twelve (12) months before or after the date this Plan is adopted by the Board.

23. TERM OF PLAN/GOVERNING LAW. Unless earlier terminated as provided herein, this Plan will become effective on the Effective Date and will terminate ten (10) years from the date this Plan is adopted by the Board. After this Plan is terminated or expires, no Awards may be granted but Awards previously granted shall remain outstanding in accordance with their applicable terms and conditions and this Plan's terms and conditions. This Plan and all Awards granted hereunder shall be governed by and construed in accordance with the laws of the State of Delaware (excluding its conflict of laws rules).

24. AMENDMENT OR TERMINATION OF PLAN. The Board may at any time terminate or amend this Plan in any respect, including, without limitation, amendment of any form of Award Agreement or instrument to be executed pursuant to this Plan; provided, however, that the Board will not, without the approval of the stockholders of the Company, amend this Plan in any manner that requires such stockholder approval; provided further, that a Participant's Award shall be governed by the version of this Plan then in effect at the time such Award was granted.

25. NONEXCLUSIVITY OF THE PLAN; UNFUNDED PLAN. Neither the adoption of this Plan by the Board, the submission of this Plan to the stockholders of the Company for approval, nor any provision of this Plan will be construed as creating any limitations on the power of the Board to adopt such additional compensation arrangements as it may deem desirable, including, without limitation, the granting of stock awards and bonuses otherwise than under this Plan, and such arrangements may be either generally applicable or applicable only in specific cases.

26. INSIDER TRADING POLICY. Each Participant who receives an Award shall comply with any policy adopted by the Company from time to time covering transactions in the Company's securities by Employees, officers and/or directors of the Company.

27. ALL AWARDS SUBJECT TO COMPANY CLAWBACK OR RECOUPMENT POLICY. All Awards held by an executive officer shall be subject to clawback, recoupment or forfeiture (i) to the extent that such executive officer is determined to have engaged in fraud or intentional illegal conduct materially contributing to a financial restatement, as determined by the Board in its sole discretion, (ii) as provided under any clawback, recoupment or forfeiture policy adopted by the Board or (iii) required by law. Such clawback, recoupment or forfeiture policy, in addition to any other remedies available under applicable law, may require the cancellation of outstanding Awards and the recoupment of any gains realized with respect to Awards.

28. DEFINITIONS. As used in this Plan, and except as elsewhere defined herein, the following terms will have the following meanings:

28.1. "***Affiliate***" means (i) any entity that, directly or indirectly, is controlled by, controls or is under common control with, the Company and (ii) any entity in which the Company has a significant equity interest, in either case as determined by the Committee, whether now or hereafter existing.

28.2. "***Award***" means any award under this Plan, including any Option, Restricted Stock, Stock Bonus, Stock Appreciation Right, Restricted Stock Unit or award of Performance Shares.

28.3. "***Award Agreement***" means, with respect to each Award, the written or electronic agreement between the Company and the Participant setting forth the terms and conditions of the Award and country-specific appendix thereto for grants to non-U.S. Participants, which shall be in substantially a form (which need not be the same for each Participant) that the Committee (or in the case of Award agreements that are not used for Insiders, the Committee's delegate(s)) has from time to time approved, and will comply with and be subject to the terms and conditions of this Plan.

28.4. "***Board***" means the Board of Directors of the Company.

28.5. "***Cause***" means termination of the Participant's Service on the basis of the Participant's conviction (or a plea of *nolo contendere*) of fraud, misappropriation, embezzlement or any other act or acts of dishonesty constituting a felony and resulting or intended to result directly or indirectly in a substantial gain or personal enrichment to the Participant at the expense of the Company or any Subsidiary.

28.6. "***Code***" means the United States Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder.

28.7. "***Committee***" means the Compensation Committee of the Board or those persons to whom administration of this Plan, or part of this Plan, has been delegated as permitted by law.

28.8. "***Common Stock***" means the common stock of the Company.

28.9. "***Company***" means Dexcom, Inc., or any successor corporation.

28.10. "***Consultant***" means any person, including an advisor or independent contractor, engaged by the Company or a Parent, Subsidiary or Affiliate to render services to such entity.

28.11. "***Corporate Transaction***" means the occurrence of any of the following events: (i) any "person" (as such term is used in Sections 13(d) and 14(d) of the Exchange Act) becomes the "beneficial owner" (as defined in Rule 13d-3 of the Exchange Act), directly or indirectly, of securities of the Company representing more than fifty percent (50%) of the total voting power represented by the Company's then-outstanding voting securities; provided, however, that for purposes of this subclause (i) the acquisition of additional securities by any one Person who is considered to own more than fifty percent (50%) of the total voting power of the securities of the Company will not be considered a Corporate Transaction; (ii) the consummation of the sale, transfer or disposition by the Company of all or substantially all of the Company's assets; (iii) the consummation of a merger or consolidation of the Company with any other corporation, other than a merger or consolidation which would result in the voting securities of the Company outstanding immediately prior thereto continuing to represent (either by remaining outstanding or by being converted into voting securities of the surviving entity or its parent) more than fifty percent (50%) of the total voting power represented by the voting securities of the Company or such surviving entity or its parent outstanding immediately after such merger or consolidation; (iv) any other transaction which qualifies as a "corporate transaction" under Section 424(a) of the Code wherein the stockholders of the Company give up all of their equity interest in the Company (except for the acquisition, sale or transfer of all or substantially all of the outstanding shares of the Company) or (v) a change in the effective control of the Company that occurs on the date that a majority of members of the Board is replaced during any twelve (12) month period by members of the Board whose appointment or election is not endorsed by a majority of the members of the Board prior to the date of the appointment or election. For purpose of this subclause (v), if any Person is considered to be in effective control of the Company, the acquisition of additional control of the Company by the same Person will not be considered a Corporate Transaction. For purposes of this definition, Persons will be considered to be acting as a group if they are owners of a corporation that enters into a merger, consolidation, purchase or acquisition of stock, or similar business transaction with the Company. Notwithstanding the foregoing, to the extent that any amount constituting deferred compensation (as defined in Section 409A of the Code) would become payable under this Plan by reason of a Corporate Transaction, such amount shall become payable only if the event constituting a Corporate Transaction would also qualify as a change in ownership or effective control of the Company or a change in the ownership of a substantial portion of the assets of the Company, each as defined within the meaning of Code Section 409A, as it has been and may be amended from time to time, and any proposed or final Treasury Regulations and IRS guidance that has been promulgated or may be promulgated thereunder from time to time.

Notwithstanding the foregoing, a Corporate Transaction shall not be deemed to result from any transaction precipitated by the Company's insolvency, appointment of a conservator, or determination by a regulatory agency that the Company is insolvent, nor from any transaction the sole purpose of which is to change the state of the Company's incorporation or to create a holding company that will be owned in substantially the same proportions by the persons who held the Company's securities immediately before such transaction.

28.12. "***Director***" means a member of the Board.

28.13. "***Disability***" means in the case of ISOs, total and permanent disability as defined in Section 22(e)(3) of the Code and in the case of other Awards, that the Participant is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or can be expected to last for a continuous period of not less than 12 months.

28.14. "***Dividend Equivalent Right***" means the right of a Participant, granted at the discretion of the Committee or as otherwise provided by the Plan, to receive a credit for the account of such Participant in an amount equal to the cash dividends paid on one Share for each Share represented by an Award held by such Participant.

28.15. "***Effective Date***" means the date the Plan is approved by the stockholders of the Company which shall be within twelve (12) months of the approval of the Plan by the Board.

28.16. "***Employee***" means any person, including officers and Directors, providing services as an employee to the Company or any Parent, Subsidiary or Affiliate. Neither service as a Director nor payment of a director's fee by the Company will be sufficient to constitute "employment" by the Company.

28.17. "***Exchange Act***" means the United States Securities Exchange Act of 1934, as amended.

28.18. "***Exchange Program***" means a program pursuant to which (i) outstanding Awards are surrendered, cancelled or exchanged for cash, the same type of Award or a different Award (or combination thereof) or (ii) the exercise price of an outstanding Award is increased or reduced.

28.19. "***Exercise Price***" means, with respect to an Option, the price at which a holder may purchase the Shares issuable upon exercise of an Option and with respect to a SAR, the price at which the SAR is granted to the holder thereof.

28.20. "***Fair Market Value***" means, as of any date, the value of a Share determined as follows:

(a) if such Common Stock is publicly traded and is then listed on a national securities exchange, its closing price on the date of determination on the principal national securities exchange on which the Common Stock is listed or admitted to trading as reported in *The Wall Street* Journal or such other source as the Committee deems reliable;

(b) if such Common Stock is publicly traded but is neither listed nor admitted to trading on a national securities exchange, the average of the closing bid and asked prices on the date of determination as reported in *The Wall Street Journal* or such other source as the Committee deems reliable; or

(c) if none of the foregoing is applicable, by the Board or the Committee in good faith.

28.21. "***Insider***" means an officer or director of the Company or any other person whose transactions in the Company's Common Stock are subject to Section 16 of the Exchange Act.

28.22. "***IRS***" means the United States Internal Revenue Service.

28.23. "***Non-Employee Director***" means a Director who is not an Employee of the Company or any Parent or Subsidiary.

28.24. "***Option***" means an award of an option to purchase Shares pursuant to Section 5.

28.25. "***Parent***" means any corporation (other than the Company) in an unbroken chain of corporations ending with the Company if each of such corporations other than the Company owns stock possessing fifty percent (50%) or more of the total combined voting power of all classes of stock in one of the other corporations in such chain.

28.26. "***Participant***" means a person who holds an Award under this Plan.

28.27. "***Performance Award***" means cash or stock granted pursuant to Section 10 or Section 12 of this Plan.

28.28. "***Performance Factors***" means any of the factors selected by the Committee and specified in an Award Agreement, from among the following objective measures, either individually, alternatively or in any combination, applied to the Company as a whole or any business unit or Subsidiary, either individually, alternatively, or in any combination, on a GAAP or non-GAAP basis, and measured, to the extent applicable on an absolute basis or relative to a pre-established target, to determine whether the performance goals established by the Committee with respect to applicable Awards have been satisfied:

(a) Profit Before Tax;

(b) Billings;

(c) Revenue;

(d) Net revenue;

(e) Earnings (which may include earnings before interest and taxes, earnings before taxes, and net earnings, or as otherwise adjusted);

(f) Operating income;

(g) Operating margin;

(h) Operating profit;

(i) Controllable operating profit, or net operating profit;

(j) Net Profit;

(k) Gross margin;

(l) Operating expenses or operating expenses as a percentage of revenue;

(m) Net income;

(n) Earnings per share;

(o) Total stockholder return;

(p) Market share;

(q) Return on assets or net assets;

(r) The Company's stock price;

(s) Growth in stockholder value relative to a pre-determined index;

(t) Return on equity;

(u) Return on invested capital;

(v) Cash Flow (including free cash flow or operating cash flows)

(w) Cash conversion cycle;

(x) Economic value added;

(y) Individual confidential business objectives;

(z) Contract awards or backlog;

(aa) Overhead or other expense reduction;

(bb) Credit rating;

(cc) Strategic plan development and implementation;

(dd) Succession plan development and implementation;

(ee) Improvement in workforce diversity;

(ff) Customer indicators;

(gg) New product invention or innovation;

(hh) Attainment of research and development milestones;

(ii) Improvements in productivity;

(jj) Bookings;

(kk) Attainment of objective operating goals and employee metrics; and

(ll) Any other metric that is capable of measurement as determined by the Committee.

28.29. "***Performance Period***" means the period of service determined by the Committee, not to exceed five (5) years, during which years of service or performance is to be measured for the Award.

28.30. "***Performance Share***" means an Award granted pursuant to Section 10 or Section 12 of this Plan.

28.31. "***Permitted Transferee***" means any child, stepchild, grandchild, parent, stepparent, grandparent, spouse, former spouse, sibling, niece, nephew, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, or sister-in-law (including adoptive relationships) of the Employee, any person sharing the Employee's household (other than a tenant or employee), a trust in which these persons (or the Employee) have more than 50% of the beneficial interest, a foundation in which these persons (or the Employee) control the management of assets, and any other entity in which these persons (or the Employee) own more than 50% of the voting interests.

28.32. "***Person***" shall have the meaning as such term is used in Sections 13(d) and 14(d) of the Exchange Act.

28.33. "***Plan***" means this DexCom, Inc. 2015 Equity Incentive Plan, as amended.

28.34. "***Purchase Price***" means the price to be paid for Shares acquired under this Plan, other than Shares acquired upon exercise of an Option or SAR.

28.35. "***Restricted Stock Award***" means an award of Shares pursuant to Section 6 or Section 12 of this Plan, or issued pursuant to the early exercise of an Option.

28.36. "***Restricted Stock Unit***" means an Award granted pursuant to Section 9 or Section 12 of this Plan.

28.37. "***SEC***" means the United States Securities and Exchange Commission.

28.38. "***Securities Act***" means the United States Securities Act of 1933, as amended.

28.39. "***Service***" shall mean service as an Employee, Consultant, Director or Non-Employee Director, to the Company or a Parent, Subsidiary or Affiliate of the Company, subject to such further limitations as may be set forth in this Plan or the applicable Award Agreement. An Employee will not be deemed to have ceased to provide Service in the case of (i) medical leave, (ii) military leave, or (iii) any other leave of absence approved by the Company. In the case of any Employee on an approved leave of absence, Awards shall not vest during such leave of absence, except as (A) may be required by applicable Law, or (B) as otherwise provided by the Committee or the Company in writing. At such time as such Employee returns to regular and continuous service with the Company following the leave of absence, the vesting schedule applicable to the Awards shall recommence, and, if applicable, the total period of the vesting schedule will be extended by a number of days equal to the total number of days of Employee's leave of absence, except that in no event may an Award be exercised after the expiration term set forth in the Award Agreement. Similarly, if Employee's schedule reduces to a less than a full-time service arrangement, except as otherwise provided by the Committee or the Company in writing, Awards shall vest on a proportionately and commensurately slower schedule, except that in no event may an Award be exercised after the expiration term set forth in the Award Agreement. No fractional shares may be issued. In the event of military leave, if required by applicable laws, vesting shall continue for not less than the longest period that vesting continues under any other statutory or Company approved leave of absence and, upon a Participant's returning from military leave (under conditions that would entitle him or her to protection upon such return under the Uniform Services Employment and Reemployment Rights Act), he or she shall be given vesting credit with respect to Awards to the same extent as would have applied had the Participant continued to provide services to the Company throughout the leave on the same terms as he or she was providing services immediately prior to such leave. Except as set forth in this Section 28.39, an employee shall have terminated employment as of the date he or she ceases to provide Services (regardless of whether the termination is in breach of local employment laws or is later found to be invalid) and employment shall not be extended by any notice period or garden leave mandated by local law, provided however, that a change in status from an employee to a consultant or advisor shall not terminate the service provider's Service, unless determined by the Committee, in its discretion. The Committee will have sole discretion to determine whether a Participant has ceased to provide Services and the effective date on which the Participant ceased to provide Services.

28.40. "***Shares***" means shares of the Company's Common Stock and the common stock of any successor security.

28.41. "***Stock Appreciation Right***" means an Award granted pursuant to Section 8 or Section 12 of this Plan.

28.42. "***Stock Bonus***" means an Award granted pursuant to Section 7 or Section 12 of this Plan.

28.43. "***Subsidiary***" means any corporation (other than the Company) in an unbroken chain of corporations beginning with the Company if each of the corporations other than the last corporation in the unbroken chain owns stock possessing fifty percent (50%) or more of the total combined voting power of all classes of stock in one of the other corporations in such chain.

28.44. "***Treasury Regulations***" means regulations promulgated by the United States Treasury Department.

28.45. "***Unvested Shares***" means Shares that have not yet vested or are subject to a right of repurchase in favor of the Company (or any successor thereto).

DEXCOM, INC.
AMENDED AND RESTATED 2015 EQUITY INCENTIVE PLAN
NOTICE OF RESTRICTED STOCK UNIT AWARD
GRANT NUMBER: _____

Unless otherwise defined herein, the terms defined in the DexCom, Inc. (the "***Company***") Amended and Restated 2015 Equity Incentive Plan (the "***Plan***") shall have the same meanings in this Notice of Restricted Stock Unit Award (the "***Notice***").

Name: _____
Address: _____
Address 2: _____
City, State Zip: _____

You ("***Participant***") have been granted an award of Restricted Stock Units ("***RSUs***") under the Plan subject to the terms and conditions of the Plan, this Notice and the attached Award Agreement (Restricted Stock Units) (hereinafter "***RSU Agreement***").

Number of RSUs: _____

Date of Grant: _____

Vesting Commencement Date:
_____

Expiration Date:	The date on which settlement of all RSUs granted hereunder occurs, with earlier expiration upon the Termination Date.
Vesting Schedule:	Subject to the limitations set forth in this Notice, the Plan and the RSU Agreement, the RSUs will vest in accordance with the following schedule:

Shares	**Vest Date/Performance Conditions**

You understand that your employment or consulting relationship or service with the Company or the relevant Subsidiary is for an unspecified duration, can be terminated at any time (i.e., is "at-will") other than as required by applicable local law, and that nothing in this Notice, the RSU Agreement or the Plan changes the nature of that relationship nor shall create an employment or consulting relationship with the Company by virtue of this Notice or your participation in the Plan.

You acknowledge that the vesting of the RSUs pursuant to this Notice is earned only by continuing service as an Employee, Director or Consultant of the Company or the relevant Subsidiary (as applicable). You also understand that this Notice is subject to the terms and conditions of both the RSU Agreement and the Plan, both of which are incorporated herein by reference.

Data Privacy Statement:

By signing below you confirm that you have read this Notice, the RSU Agreement and the Plan, you agree to be bound by them and you freely and unambiguously consent to the collection, use and transfer, in electronic or other form, of your personal data as described in this Notice, the RSU Agreement and any other Restricted Stock Unit Award grant materials by the Company, its affiliates and Subsidiaries (including your employer), and any third parties assisting in the implementation, administration and management of the Plan, for the exclusive purpose of implementing, administering and managing your participation in the Plan.

You understand that the Company, its Subsidiaries (including your employer) may collect, hold, process, disclose and transfer certain personal data about you. For the purposes of this Notice and the RSU Agreement, the term "**Data"** means certain personal and/or sensitive information about you, including, but not limited to, your name, home address and telephone/fax number, date of birth, social insurance number or other identification number, family size, marital status, gender, beneficiary information, emergency contacts, passport/visa information, salary and benefit information, personal bank account number, tax related information, tax identification number, 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 your favor and any other information required by providers for the purpose of implementing, administering and managing the Plan .

You understand that Data will be transferred to E*TRADE Financial ("E*TRADE") or such other 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. You understand that the recipients of Data may be located in the United States or elsewhere, where you may not have the same rights under applicable data protection and privacy law as in your home jurisdiction. You authorize the Company, E*TRADE and any other possible recipients that may assist the Company (presently or in the future) with implementing, administering and managing the Plan to receive, possess, use, retain and transfer data, in electronic or other form, for the sole purpose of implementing, administering and managing your participation in the plan.

DEXCOM, INC.

By:

DEXCOM, INC.
AWARD AGREEMENT (RESTRICTED STOCK UNITS) TO THE
DEXCOM, INC. AMENDED AND RESTATED 2015 EQUITY INCENTIVE PLAN

Unless otherwise defined herein, the terms defined in the DexCom, Inc. (the "***Company***") Amended and Restated 2015 Equity Incentive Plan (the "***Plan***") shall have the same defined meanings in this Award Agreement (Restricted Stock Units) (the "***Agreement***").

You ("***Participant***") have been granted Restricted Stock Units ("***RSUs***") subject to the terms, restrictions and conditions of the Plan, the Notice of Restricted Stock Unit Award (the "***Notice***") and this Agreement.

1. **Settlement**. Settlement of RSUs shall be made within the earlier of (i) 90 days following the applicable date of vesting under the vesting schedule or (ii) March 15 of the year following the year of vesting as set forth in the Notice. Settlement of RSUs shall be in Shares.

2. **Withholding Taxes**. Regardless of any action the Company and/or Participant's employer(s) (the "***Employer***") take with respect to any foreign, federal, state, or local income tax, social insurance (including if permissible under local law, any statutory employer's contribution to social insurance), national insurance contributions, payroll tax, payment on account, or other tax-related withholding with respect to this Agreement, as a result of Participant's participation in the Plan and/or any aspect of the RSUs ("***Tax-Related Items***"), Participant agrees and acknowledges that the ultimate liability for all Tax-Related Items is the responsibility of Participant and that the Company and/or the Employer:

- are not making any representations and are not committing to take any actions regarding any Tax-Related Items, including, but not limited to, the grant of the RSUs, the vesting of the RSUs, the delivery of Shares upon vesting of the RSUs, the subsequent sale of Shares acquired upon vesting of the RSUs, and the receipt of any dividends; and

- do not commit to structure the terms of the grant or any aspect of the RSUs to reduce or eliminate your liability for Tax-Related Items.

Before any Tax-Related Items become due, Participant will pay or make adequate arrangements satisfactory to the Company and/or the Employer to satisfy those Tax-Related Items. If permissible under local law, Participant authorizes the Company and/or the Employer to withhold all applicable Tax-Related Items legally payable by or due with respect to and/or on behalf of Participant by one or a combination of the following:

(a) withholding from the Shares to be issued, the number of Shares having a fair market value (determined on the date that the amount of tax to be withheld is determined) equal to the amount required to be withheld for Tax-Related Items, or

(b) arranging to have sold on Participant's behalf through such means as the Company may determine in its sole discretion (whether through a broker or otherwise) a sufficient number of Shares that is equal to the amount required to be withheld for Tax-Related Items. The Company shall arrange to sell or withhold a whole number of shares to satisfy the minimum tax withholding obligation, and to the extent that any tax obligation balance remains, such amount shall be withheld from your following payroll cycle.

If the obligation for Tax-Related Items is satisfied by withholding a number of Shares as described herein, Participant will be deemed to have been issued the full number of Shares to which Participant is entitled pursuant to the vesting of the RSUs even though a portion of those Shares will be withheld for the purpose of satisfying the Tax-Related Items.

Further, if Participant has relocated to a different jurisdiction between the date of grant and the date of any taxable event, 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.

Finally, Participant will pay to the Company or the Employer any amount of Tax-Related Items that the Company or the Employer may be required to withhold or account for as a result of Participant's participation in the Plan or any aspect of the RSUs that cannot be satisfied by any of the means described in the preceding paragraph. The Company may refuse to deliver Shares to Participant if Participant fails to meet his/her obligations for the Tax-Related Items, as described herein.

3. **No Stockholder Rights**. Unless and until such time as Shares are issued in settlement of vested RSUs, Participant shall have no ownership of the Shares allocated to the RSUs and shall have no right to dividends or to vote from such Shares.

4. **Dividend Equivalents**. If dividends are declared and paid on Shares, dividend equivalent payments, if any (whether in cash or Shares), shall be credited to Participant at such time as Shares as issued in settlement of vested RSUs. Such dividend equivalent payments shall have the same vesting requirements as the underlying RSUs.

5. **No Transfer**. The RSUs and any interest therein shall not be sold, assigned, transferred, pledged, hypothecated, or otherwise disposed of.

6. **Termination**. Subject to the terms of the Notice, if Participant's service terminates for any reason, all unvested RSUs shall be forfeited to the Company forthwith, and all rights of Participant to such RSUs shall immediately terminate. For the avoidance of doubt, Participant shall not be entitled to any compensation for the loss of any rights or opportunities under the Plan other than as provided for herein. In case of any dispute as to whether Termination has occurred, the Committee shall have sole discretion to determine whether such Termination has occurred and the effective date of such Termination.

7. **Tax Consequences**. Participant acknowledges that there will be tax consequences upon settlement of the RSUs or disposition of the Shares, if any, received in connection therewith, and Participant should consult a tax adviser regarding Participant's tax obligations prior to such settlement or disposition. You should consult your personal tax advisor for information on the actual and potential tax consequences of this RSU.

8. **Acknowledgement**. The Company and Participant agree that the RSUs are granted under and governed by the Notice, this Agreement and the provisions of the Plan. Participant: (i) acknowledges receipt of a copy of the Plan and the Plan prospectus, (ii) represents that Participant has carefully read and is familiar with their provisions, and (iii) hereby accepts the RSUs subject to all of the terms and conditions set forth herein and those set forth in the Plan and the Notice.

9. **Country-Specific Terms and Conditions**. Participant's participation in the Plan will be subject to any special terms and conditions set forth in Appendix A to this Agreement ("***Appendix A***") for Participant's country of residence, if any. Appendix A constitutes part of this Agreement.

Moreover, if Participant relocates to another country, any special terms and conditions applicable to RSUs granted in such country may apply to Participant to the extent the Company determines that the application of such terms and conditions is necessary or advisable in order to comply with local law or facilitate the administration of the Plan.

In addition, the Company reserves the right to impose other requirements on the RSUs and any Shares acquired under the Plan, to the extent the Company determines it is necessary or advisable in order to comply with local law or facilitate the administration of the Plan, and to require Participant to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing.

10. **Entire Agreement; Enforcement of Rights**. This Agreement, the Plan and the Notice constitute the entire agreement and understanding of the parties relating to the subject matter herein and supersede all prior discussions between them. Any prior agreements, commitments or negotiations concerning the purchase of the Shares hereunder are superseded. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, shall be effective unless in writing and signed by the parties to this Agreement. The failure by either party to enforce any rights under this Agreement shall not be construed as a waiver of any rights of such party.

11. **Compliance with Laws and Regulations**. The issuance of Shares will be subject to and conditioned upon compliance by the Company and Participant with all applicable state and federal laws and regulations and with all applicable requirements of any stock exchange or automated quotation system on which the Company's Shares may be listed or quoted at the time of such issuance or transfer.

12. **Governing Law Severability**. If one or more provisions of this Agreement (including the Appendix) are held to be unenforceable under applicable law, the parties agree to renegotiate such provision in good faith. In the event that the parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (i) such provision shall be excluded from this Agreement, (ii) the balance of this Agreement shall be interpreted as if such provision were so excluded and (iii) the balance of this Agreement shall be enforceable in accordance with its terms. This Agreement and all acts and transactions pursuant hereto and the rights and obligations of the parties hereto shall be governed, construed and interpreted in accordance with the laws of the State of California, U.S.A, without giving effect to principles of conflicts of law.

13. **No Rights as Employee, Director or Consultant**. Nothing in this Agreement shall affect in any manner whatsoever the right or power of the Company, or a Parent or Subsidiary of the Company, to terminate Participant's service, for any reason, with or without cause, subject to compliance with applicable local laws.

14. **Recipient Data Privacy**. Through Participant's acceptance of this grant, Participant hereby explicitly and unambiguously consents to the collection, use and transfer, in electronic or other form, of his or her personal and/or sensitive data as described in this document by and among, as applicable, the Company, its affiliates and its subsidiaries for the exclusive purpose of implementing, administering and managing Participant's participation in the Plan. Participant understands that the Company holds certain personal and/or sensitive information about him or her, including, but not limited to, his or her name, home address and telephone/fax number, date of birth, social insurance number or other identification number, family size, marital status, gender, beneficiary information, emergency contacts, passport/visa information, salary and benefit information, personal bank account number, tax related information, tax identification number, 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 and any other information required by providers for the purpose of implementing, administering and managing the Plan ("**Data**"). Participant also understands and unambiguously consents to the fact that Data may be transferred to any third parties assisting in the implementation, administration and management of the Plan, that these recipients may be located in Participant's country or elsewhere, and that Participant's country may have different data privacy laws and protections than the laws in the recipient's country. Participant understands that 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 recipients to receive, possess, use, retain and transfer the Data, in electronic or other form, for the purposes of implementing, administering and managing my participation in the Plan, including any requisite transfer of such Data as may be required to a broker or other third party with whom Participant may elect to deposit any Shares acquired. Participant understands that Data will be held only as long as is necessary to implement, administer and manage his or her participation in the Plan. Participant understands that 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. Participant understands, however, that refusing or withdrawing his or her consent may affect his or her 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.

15. **Nature of Grant**.

(a) By acknowledging and accepting this RSU grant, Participant agrees that the granting of this RSU is completely at the discretion of the Committee pursuant to the Plan, that Participant does not expect that future awards will be granted under the Plan, or any other plan, and that Participant waives any claim for losses under the Agreement of the Plan in connection with termination of employment.

(b) The RSU grant is non-transferrable and non-assignable.

(c) The Plan is established voluntarily by the Company, it is discretionary in nature and may be modified, amended, suspended or terminated by the Board at any time.

(d) The grant of this award is voluntary and occasional and does not create any contractual or other right to receive future grants of awards, or benefits in lieu of awards, even if awards have been granted repeatedly in the past.

(e) Participant is voluntarily participating in the Plan.

(f) This RSU grant is an extraordinary item that does not constitute compensation of any kind for services of any kind rendered to the Company or its affiliates (including, as applicable, Participant's employer) and which is outside the scope of Participant's employment contract, if any.

(g) This RSU grant is not part of normal or expected compensation or salary for any purpose, including, but not limited to, calculating any severance, resignation, termination, redundancy, end of service payments, bonuses, long-service awards, pension or retirement benefits or similar payments.

(h) The future value of the underlying Shares is unknown and cannot be predicted with certainty.

(i) For the purposes of this Agreement, termination of service shall be the last day of active service provided by Participant to the Company or one of its affiliates and such period shall not be extended by any notice of termination or similar period including any period of garden leave.

16. **Translations**. If Participant receives this Agreement or any other document or communication related to the Plan or this grant in a language other than English and the meaning in the translation is different than in the English version, the terms expressed in the English version will govern.

17. **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 in order to comply with any applicable law or facilitate the administration of the Plan. Participant agrees to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing. Furthermore, Participant acknowledges that the laws of the country in which Participant is working at the time of grant, vesting or the sale of Shares received pursuant to this RSU grant (including any rules or regulations governing securities, foreign exchange, tax, labor, or other matters) may subject Participant to additional procedural or regulatory requirements that Participant is and will be solely responsible for and must fulfill.

By your signature and the signature of the Company's representative on the Notice, Participant and the Company agree that this RSU is granted under and governed by the terms and conditions of the Plan, the Notice and this Agreement. Participant has reviewed the Plan, the Notice and this Agreement in their entirety, has had an opportunity to obtain the advice of counsel prior to executing this Agreement, and fully understands all provisions of the Plan, the Notice and this Agreement. Participant hereby agrees to accept as binding, conclusive and final all decisions or interpretations of the Committee upon any questions relating to the Plan, the Notice and this Agreement. Participant further agrees to notify the Company upon any change in Participant's residence address.

APPENDIX A

ADDITIONAL COUNTRY-SPECIFIC TERMS AND CONDITIONS OF THE DEXCOM, INC. AMENDED AND RESTATED 2015 EQUITY INCENTIVE PLAN (RESTRICTED STOCK UNITS)

Terms and Conditions

This Appendix A includes additional terms and conditions that govern the RSUs granted to you under the Plan if you reside in one of the countries listed below. Capitalized terms used but not defined in this Appendix A are defined in the Plan and/or the Agreement, and have the meanings set forth therein.

Notifications

This Appendix A also includes information regarding exchange controls and certain other issues of which you should be aware with respect to your participation in the Plan. The information is based on the securities, exchange control and other laws in effect in the respective countries as of August 2017. Such laws are often complex and change frequently. As a result, the Company strongly recommends that you not rely on the information noted in this Appendix A as the only source of information relating to the consequences of your participation in the Plan because the information may be out of date at the time that you vest in the RSUs or sell Shares acquired under the Plan.

In addition, the information contained herein is general in nature and may not apply to your particular situation, and the Company is not in a position to assure you of a particular result. Accordingly, you are advised to seek appropriate professional advice as to how the relevant laws in your country may apply to your situation.

Finally, if you are a citizen or resident of a country other than the one in which you are currently working, transfer employment after the grant date, or are considered a resident of another country for local law purposes, the information contained herein may not be applicable to you, and the Company shall, in its discretion, determine to what extent the terms and conditions contained herein shall apply.

CANADA

Terms and Conditions

RSUs Settled in Shares Only

Notwithstanding any discretion contained in the Plan, or any provision in the Agreement to the contrary, RSUs shall be paid in Shares only and do not provide any right for Participant to receive a cash payment.

The following provisions shall apply if Participant is a resident of Quebec:

Language Consent

The Parties acknowledge that it is their express wish that the Agreement, as well as all documents, notices and legal proceedings entered into, given or instituted pursuant hereto or relating directly or indirectly hereto, be drawn up in English.

Les Parties reconnaissent avoir exigé la rédaction en anglais de cette convention, ainsi que de tous documents, avis et procédures judiciaires, exécutés, donnés ou intentés en vertu de, ou liés directement ou indirectement à la présente convention.

Data Privacy Notice and Consent

This provision supplements the Data Privacy section of the Agreement:

Participant hereby authorizes the Company and the Company's representatives to discuss with and obtain all relevant information from all personnel, professional or not, involved in the administration and operation of the Plan. Participant further authorizes the Company and the Employer to disclose and discuss his or her participation in the Plan with their advisors. Finally, Participant authorizes the Company and the Employer to record such information and to keep such information in his or her employee file.

GERMANY

Notifications

Exchange Control Information

Cross-border payments in excess of €12,500 must be reported monthly to the German Federal Bank. If Participant uses a German bank to transfer a cross-border payment in excess of €12,500 in connection with the sale of Shares acquired under the Plan, the bank will make the report for him or her. In addition, Participant must report any receivables, payables, or debts in foreign currency exceeding an amount of €5,000,000 on a monthly basis.

NETHERLANDS

Notifications

Insider-Trading Notification

Participant should be aware of the Dutch insider-trading rules, which may impact the sale of Shares issued to Participant at vesting and settlement of the RSUs. In particular, Participant may be prohibited from effectuating certain transactions involving Shares if Participant has inside information about the Company. If Participant is uncertain whether the insider-trading rules apply to Participant, Participant should consult his or her personal legal advisor.

SWEDEN

There are no country-specific provisions.

SWITZERLAND

There are no country-specific provisions.

UNITED KINGDOM

Terms and Conditions

Withholding Taxes

This provision supplements the Withholding Taxes section of the Agreement:

If payment or withholding of the Tax-Related Items (including the Employer's Liability, as defined below) is not made within 90 days of the end of the UK tax year in which vesting occurs (the "***Due Date***") or such other period specified in Section 222(1)(c) of the U.K. Income Tax (Earnings and Pensions) Act 2003, the amount of any uncollected Tax-Related Items 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 Withholding Taxes section of the Agreement. Participant also authorizes the Company to delay the issuance of Shares to Participant unless and until the loan is repaid.

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), Participant will not be eligible for such a loan to cover the Tax-Related Items. In the event that Participant is a director or executive officer and the Tax-Related Items are not collected from or paid by Participant by the Due Date, the amount of any uncollected Tax-Related Items will constitute a benefit to Participant on which additional income tax and national insurance contributions (including the Employer's Liability, as defined below) will be payable. Participant will be responsible for reporting and paying any income tax and national insurance contributions (including the Employer's Liability, as defined below) due on this additional benefit directly to HMRC under the self-assessment regime.

Joint Election/recoverability of employer national insurance contributions

As a condition of Participant's participation in the Plan and the vesting of the RSUs (, Participant agrees to accept any liability for secondary Class 1 national insurance contributions (the "***Employer's Liability***") which may be payable by the Company and/or the Employer in connection with the RSUs and any event giving rise to Tax-Related Items. To accomplish the foregoing, Participant agrees to execute a joint election with the Company and/or the Employer (the "***Election***"), the form of such Election being formally approved by HMRC, and/or any other agreements, consents or elections required to accomplish the transfer of the Employer's Liability to Participant. Participant further agrees to execute such other joint elections, other agreements, consents or elections (the "***Other Agreement(s)***") as may be required by the Company and/or the Employer between Participant and the Company, any successor to the Company and/or the Employer in order to transfer the Employer's Liability to Participant or in order to provide for the reimbursement of the Employer's Liability by Participant to the Company and/or the Employer.

If Participant does not enter into the Election when Participant accepts the Agreement, if the Election is revoked and/or abolished at any time by HMRC or if Participant fails to enter into any Other Agreement as required by the Company, any successor to the Company and/or the Employer, the Company may choose, in its sole discretion, not to allow Participant to vest in the RSUs and they will cease to vest, become null and void, and no Shares will be acquired under the Plan, without any liability to the Company, the Employer and/or any Affiliate. Participant further agrees that the Company and/or the Employer may collect the Employer's Liability by any of the means set forth in the Withholding Taxes section of the Agreement.

For the avoidance of doubt, this requirement will apply to all Participants that work in the U.K. during any period from grant through the vesting date of the RSUs regardless of whether Participant was in the U.K. at the time of grant.

UNITED STATES

Terms and Conditions

This provision supplements the Tax Consequences provision of the Agreement:

Upon vesting of the RSU, Participant will include in income the fair market value of the Shares subject to the RSU. The included amount will be treated as ordinary income by Participant and will be subject to withholding by the Company when required by applicable law. Upon disposition of the Shares, any subsequent increase or decrease in value will be treated as short-term or long-term capital gain or loss, depending on whether the Shares are held for more than one year from the date of settlement. Further, an RSU may be considered a deferral of compensation that may be subject to Section 409A of the Code. Section 409A of the Code imposes special rules to the timing of making and effecting certain amendments of this RSU with respect to distribution of any deferred compensation. You should consult your personal tax advisor for information on the actual and potential tax consequences of this RSU.

DEXCOM, INC.
AMENDED AND RESTATED 2015 EQUITY INCENTIVE PLAN
NOTICE OF RESTRICTED STOCK UNIT AWARD
GRANT NUMBER: _____

Unless otherwise defined herein, the terms defined in the DexCom, Inc. (the "***Company***") Amended and Restated 2015 Equity Incentive Plan (the "***Plan***") shall have the same meanings in this Notice of Restricted Stock Unit Award (the "***Notice***").

Name: _____
Address: _____
Address 2: _____
City, State Zip: _____

You ("***Participant***") have been granted an award of Restricted Stock Units ("***RSUs***") under the Plan subject to the terms and conditions of the Plan, this Notice and the attached Award Agreement (Restricted Stock Units) (hereinafter "***RSU Agreement***").

Number of RSUs: _____

Date of Grant: _____

Vesting Commencement Date:
_____

Expiration Date:	The date on which settlement of all RSUs granted hereunder occurs, with earlier expiration upon the Termination Date.
Vesting Schedule:	Subject to the limitations set forth in this Notice, the Plan and the RSU Agreement, the RSUs will vest in accordance with the following schedule:

Shares	**Vest Date/Performance Conditions**

Vesting Acceleration: Notwithstanding the foregoing Vesting Schedule, if the Participant is subject to a Qualifying Termination (as defined below) during a Change in Control Period (as defined below), then, subject to Participant's delivery to the Company of a general release (in a form prescribed by the Company) of all known and unknown claims that Participant may then have against the Company or persons affiliated with the Company (the "***Release***"), and satisfaction of all conditions to make the Release effective, within sixty (60) days following Participant's Qualifying Termination (such sixty (60) day period, the "***Release Period***"), the then-unvested RSUs shall accelerate and become vested and settled with respect to 100% of the shares subject thereto.

The accelerated vesting described above shall be effective as of the Qualifying Termination, subject to delivery of the effective Release; provided, that, if the Qualified Termination occurs prior to the Change in Control (as defined below), then any unvested portion of Participant's RSUs will remain outstanding for three (3) months following the Qualifying Termination (provided that in no event will the RSUs remain outstanding beyond the tenth anniversary of the Date of Grant). In the event that the proposed Change in Control is terminated without having been completed, any unvested portion of Participant's RSUs automatically will be forfeited.

Notwithstanding any other provision in the Plan, the Notice or this Agreement to the contrary, if the successor or acquiring corporation (if any) of the Company refuses to assume, convert, replace or substitute the unvested RSUs in connection with a Corporate Transaction (as defined in the Plan) as provided in Section 21.1 of the Plan, then such RSUs shall accelerate and become vested and settled with respect to 100% of the shares subject thereto effective immediately prior to the Change in Control.

"***Cause***" means (i) the Participant has been convicted of, or has pleaded guilty or nolo contendere to, any felony or crime involving moral turpitude, (ii) the Participant has (X) engaged in willful misconduct which is injurious to the Company or materially failed or refused to perform the material duties lawfully and reasonably assigned to the Participant or has performed such material duties with gross negligence or (Y) breached any material term or condition of this Plan, the Participant's Employee Proprietary Information and Inventions Agreement with the Company, any written Company policy or the Company's written code of conduct that has been made available to Participant prior to such breach or any other material agreement with the Company, in any case after written notice by the Company of such misconduct, performance issue, gross negligence or breach of terms or conditions and an opportunity to cure within thirty (30) days of such written notice thereof from the Company, unless such misconduct, performance issue, gross negligence or breach is, by its nature, not curable, or (iii) the Participant has committed any act of fraud, theft, embezzlement, misappropriation of funds, breach of fiduciary duty or other willful act of material dishonesty against the Company that results in material harm to the Company.

"***Change in Control***" means the occurrence of any of the following events: (i) any "person" (as such term is used in Sections 13(d) and 14(d) of the Exchange Act) becomes the "beneficial owner" (as defined in Rule 13d-3 of the Exchange Act), directly or indirectly, of securities of the Company representing more than fifty percent (50%) of the total voting power represented by the Company's then outstanding voting securities; or (ii) the consummation of the sale or disposition by the Company of all or substantially all of the Company's assets; or (iii) the consummation of a merger or consolidation of the Company with any other corporation, other than a merger or consolidation which would result in the voting securities of the Company outstanding immediately prior thereto continuing to represent (either by remaining outstanding or by being converted into voting securities of the surviving entity or its parent) at least fifty percent (50%) of the total voting power represented by the voting securities of the Company or such surviving entity or its parent outstanding immediately after such merger or consolidation, provided that the transaction or series of transactions pursuant to subsections (i), (ii) or (iii) also qualifies as a "change in control event" under U.S. Treasury Regulation 1.409A-3(i)(5).

"***Change in Control Period***" means the period commencing three (3) months prior to a Change in Control (only if after a Potential Change in Control) and ending twelve (12) months following a Change in Control.

"***Disability***" has the meaning set forth in Section 22(e)(3) of the Code.

"***Good Reason***" means the occurrence of any of the following events or conditions, without Participant's express written consent:

(i) a material reduction in Participant's base salary as an employee of the Company;

(ii) a material reduction in the Participant's duties, responsibilities or authority at the Company; or

(iii) a change in the geographic location at which Participant must perform services that results in an increase in the one-way commute of Participant by more than 50 miles.

With respect to each of subsection (i), (ii), and (iii) above, Participant must provide notice to the Company of the condition giving rise to "Good Reason" within one hundred twenty (120) days of Participant's knowledge of the existence of such condition, and the Company will have thirty (30) days following such notice to remedy such condition. Participant must resign Participant's employment no later than thirty (30) days following expiration of the Company's thirty (30) day cure period.

"***Potential Change in Control***" means the date of execution of a definitive agreement providing for a Change in Control if such transaction is consummated.

"***Qualifying Termination***" means a termination of employment resulting from (i) a termination by the Company of the Participant's employment for any reason other than Cause, death or Disability, and (ii) if upon or within (12) months following a Change in Control, a voluntary resignation by the Participant of his or her employment for Good Reason. Termination due to Participant's death or Participant's Disability will in no event constitute a Qualifying Termination.

You understand that your employment or consulting relationship or service with the Company or the relevant Subsidiary is for an unspecified duration, can be terminated at any time (i.e., is "at-will") other than as required by applicable local law, and that nothing in this Notice, the RSU Agreement or the Plan changes the nature of that relationship nor shall create an employment or consulting relationship with the Company by virtue of this Notice or your participation in the Plan.

You acknowledge that the vesting of the RSUs pursuant to this Notice is earned only by continuing service as an Employee, Director or Consultant of the Company or the relevant Subsidiary (as applicable).

You also understand that this Notice is subject to the terms and conditions of both the RSU Agreement and the Plan, both of which are incorporated herein by reference.

Data Privacy Statement:

By signing below you confirm that you have read this Notice, the RSU Agreement and the Plan, you agree to be bound by them and you freely and unambiguously consent to the collection, use and transfer, in electronic or other form, of your personal data as described in this Notice, the RSU Agreement and any other Restricted Stock Unit Award grant materials by the Company, its affiliates and Subsidiaries (including your employer), and any third parties assisting in the implementation, administration and management of the Plan, for the exclusive purpose of implementing, administering and managing your participation in the Plan.

You understand that the Company, its Subsidiaries (including your employer) may collect, hold, process, disclose and transfer certain personal data about you. For the purposes of this Notice and the RSU Agreement, the term "**Data**" means certain personal and/or sensitive information about you, including, but not limited to, your name, home address and telephone/fax number, date of birth, social insurance number or other identification number, family size, marital status, gender, beneficiary information, emergency contacts, passport/visa information, salary and benefit information, personal bank account number, tax related information, tax identification number, 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 your favor and any other information required by providers for the purpose of implementing, administering and managing the Plan.

You understand that Data will be transferred to E*TRADE Financial ("***E*TRADE***") or such other 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. You understand that the recipients of Data may be located in the United States or elsewhere, where you may not have the same rights under applicable data protection and privacy law as in your home jurisdiction. You authorize the Company, E*TRADE and any other possible recipients that may assist the Company (presently or in the future) with implementing, administering and managing the Plan to receive, possess, use, retain and transfer data, in electronic or other form, for the sole purpose of implementing, administering and managing your participation in the plan.

DEXCOM, INC.

By:

DEXCOM, INC.
AWARD AGREEMENT (RESTRICTED STOCK UNITS) TO THE
DEXCOM, INC. AMENDED AND RESTATED 2015 EQUITY INCENTIVE PLAN

Unless otherwise defined herein, the terms defined in the DexCom, Inc. (the "***Company***") Amended and Restated 2015 Equity Incentive Plan (the "***Plan***") shall have the same defined meanings in this Award Agreement (Restricted Stock Units) (the "***Agreement***").

You ("***Participant***") have been granted Restricted Stock Units ("***RSUs***") subject to the terms, restrictions and conditions of the Plan, the Notice of Restricted Stock Unit Award (the "***Notice***") and this Agreement.

1. **Settlement**. Settlement of RSUs shall be made within the earlier of (i) 90 days following the applicable date of vesting under the vesting schedule or (ii) March 15 of the year following the year of vesting as set forth in the Notice. Settlement of RSUs shall be in Shares.

2. **Withholding Taxes**. Regardless of any action the Company and/or Participant's employer(s) (the "***Employer***") take with respect to any foreign, federal, state, or local income tax, social insurance (including if permissible under local law, any statutory employer's contribution to social insurance), national insurance contributions, payroll tax, payment on account, or other tax-related withholding with respect to this Agreement, as a result of Participant's participation in the Plan and/or any aspect of the RSUs ("***Tax-Related Items***"), Participant agrees and acknowledges that the ultimate liability for all Tax-Related Items is the responsibility of Participant and that the Company and/or the Employer:

- are not making any representations and are not committing to take any actions regarding any Tax- Related Items, including, but not limited to, the grant of the RSUs, the vesting of the RSUs, the delivery of Shares upon vesting of the RSUs, the subsequent sale of Shares acquired upon vesting of the RSUs, and the receipt of any dividends; and

- do not commit to structure the terms of the grant or any aspect of the RSUs to reduce or eliminate your liability for Tax-Related Items.

Before any Tax-Related Items become due, Participant will pay or make adequate arrangements satisfactory to the Company and/or the Employer to satisfy those Tax-Related Items. If permissible under local law, Participant authorizes the Company and/or the Employer to withhold all applicable Tax-Related Items legally payable by or due with respect to and/or on behalf of Participant by one or a combination of the following:

(a) withholding from the Shares to be issued, the number of Shares having a fair market value (determined on the date that the amount of tax to be withheld is determined) equal to the amount required to be withheld for Tax-Related Items, or

(b) arranging to have sold on Participant's behalf through such means as the Company may determine in its sole discretion (whether through a broker or otherwise) a sufficient number of Shares that is equal to the amount required to be withheld for Tax-Related Items. The Company shall arrange to sell or withhold a whole number of shares to satisfy the minimum tax withholding obligation, and to the extent that any tax obligation balance remains, such amount shall be withheld from your following payroll cycle.

If the obligation for Tax-Related Items is satisfied by withholding a number of Shares as described herein, Participant will be deemed to have been issued the full number of Shares to which Participant is entitled pursuant to the vesting of the RSUs even though a portion of those Shares will be withheld for the purpose of satisfying the Tax-Related Items.

Further, if Participant has relocated to a different jurisdiction between the date of grant and the date of any taxable event, 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.

Finally, Participant will pay to the Company or the Employer any amount of Tax-Related Items that the Company or the Employer may be required to withhold or account for as a result of Participant's participation in the Plan or any aspect of the RSUs that cannot be satisfied by any of the means described in the preceding paragraph. The Company may refuse to deliver Shares to Participant if Participant fails to meet his/her obligations for the Tax-Related Items, as described herein.

3. **No Stockholder Rights**. Unless and until such time as Shares are issued in settlement of vested RSUs, Participant shall have no ownership of the Shares allocated to the RSUs and shall have no right to dividends or to vote from such Shares.

4. **Dividend Equivalents**. If dividends are declared and paid on Shares, dividend equivalent payments, if any (whether in cash or Shares), shall be credited to Participant at such time as Shares as issued in settlement of vested RSUs. Such dividend equivalent payments shall have the same vesting requirements as the underlying RSUs.

5. **No Transfer**. The RSUs and any interest therein shall not be sold, assigned, transferred, pledged, hypothecated, or otherwise disposed of.

6. **Termination**. Subject to the terms of the Notice, if Participant's service terminates for any reason, all unvested RSUs shall be forfeited to the Company forthwith, and all rights of Participant to such RSUs shall immediately terminate. For the avoidance of doubt, Participant shall not be entitled to any compensation for the loss of any rights or opportunities under the Plan other than as provided for herein. In case of any dispute as to whether Termination has occurred, the Committee shall have sole discretion to determine whether such Termination has occurred and the effective date of such Termination.

7. **Tax Consequences**. Participant acknowledges that there will be tax consequences upon settlement of the RSUs or disposition of the Shares, if any, received in connection therewith, and Participant should consult a tax adviser regarding Participant's tax obligations prior to such settlement or disposition. You should consult your personal tax advisor for information on the actual and potential tax consequences of this RSU.

8. **Acknowledgement**. The Company and Participant agree that the RSUs are granted under and governed by the Notice, this Agreement and the provisions of the Plan. Participant: (i) acknowledges receipt of a copy of the Plan and the Plan prospectus, (ii) represents that Participant has carefully read and is familiar with their provisions, and (iii) hereby accepts the RSUs subject to all of the terms and conditions set forth herein and those set forth in the Plan and the Notice.

9. **Country-Specific Terms and Conditions**. Participant's participation in the Plan will be subject to any special terms and conditions set forth in Appendix A to this Agreement ("***Appendix A***") for Participant's country of residence, if any. Appendix A constitutes part of this Agreement.

Moreover, if Participant relocates to another country, any special terms and conditions applicable to RSUs granted in such country may apply to Participant to the extent the Company determines that the application of such terms and conditions is necessary or advisable in order to comply with local law or facilitate the administration of the Plan.

In addition, the Company reserves the right to impose other requirements on the RSUs and any Shares acquired under the Plan, to the extent the Company determines it is necessary or advisable in order to comply with local law or facilitate the administration of the Plan, and to require Participant to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing.

10. **Entire Agreement; Enforcement of Rights**. This Agreement, the Plan and the Notice constitute the entire agreement and understanding of the parties relating to the subject matter herein and supersede all prior discussions between them. Any prior agreements, commitments or negotiations concerning the purchase of the Shares hereunder are superseded. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, shall be effective unless in writing and signed by the parties to this Agreement. The failure by either party to enforce any rights under this Agreement shall not be construed as a waiver of any rights of such party.

11. **Compliance with Laws and Regulations**. The issuance of Shares will be subject to and conditioned upon compliance by the Company and Participant with all applicable state and federal laws and regulations and with all applicable requirements of any stock exchange or automated quotation system on which the Company's Shares may be listed or quoted at the time of such issuance or transfer.

12. **Governing Law Severability**. If one or more provisions of this Agreement (including the Appendix) are held to be unenforceable under applicable law, the parties agree to renegotiate such provision in good faith. In the event that the parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (i) such provision shall be excluded from this Agreement, (ii) the balance of this Agreement shall be interpreted as if such provision were so excluded and (iii) the balance of this Agreement shall be enforceable in accordance with its terms. This Agreement and all acts and transactions pursuant hereto and the rights and obligations of the parties hereto shall be governed, construed and interpreted in accordance with the laws of the State of California, U.S.A, without giving effect to principles of conflicts of law.

13. **No Rights as Employee, Director or Consultant**. Nothing in this Agreement shall affect in any manner whatsoever the right or power of the Company, or a Parent or Subsidiary of the Company, to terminate Participant's service, for any reason, with or without cause, subject to compliance with applicable local laws.

14. **Recipient Data Privacy**. Through Participant's acceptance of this grant, Participant hereby explicitly and unambiguously consents to the collection, use and transfer, in electronic or other form, of his or her personal and/or sensitive data as described in this document by and among, as applicable, the Company, its affiliates and its subsidiaries for the exclusive purpose of implementing, administering and managing Participant's participation in the Plan. Participant understands that the Company holds certain personal and/or sensitive information about him or her, including, but not limited to, his or her name, home address and telephone/fax number, date of birth, social insurance number or other identification number, family size, marital status, gender, beneficiary information, emergency contacts, passport/visa information, salary and benefit information, personal bank account number, tax related information, tax identification number, 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 and any other information required by providers for the purpose of implementing, administering and managing the Plan ("***Data***"). Participant also understands and unambiguously consents to the fact that Data may be transferred to any third parties assisting in the implementation, administration and management of the Plan, that these recipients may be located in Participant's country or elsewhere, and that Participant's country may have different data privacy laws and protections than the laws in the recipient's country. Participant understands that 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 recipients to receive, possess, use, retain and transfer the Data, in electronic or other form, for the purposes of implementing, administering and managing my participation in the Plan, including any requisite transfer of such Data as may be required to a broker or other third party with whom Participant may elect to deposit any Shares acquired. Participant understands that Data will be held only as long as is necessary to implement, administer and manage his or her participation in the Plan. Participant understands that 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. Participant understands, however, that refusing or withdrawing his or her consent may affect his or her 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.

15. **Nature of Grant**.

(a) By acknowledging and accepting this RSU grant, Participant agrees that the granting of this RSU is completely at the discretion of the Committee pursuant to the Plan, that Participant does not expect that future awards will be granted under the Plan, or any other plan, and that Participant waives any claim for losses under the Agreement of the Plan in connection with termination of employment.

(b) The RSU grant is non-transferrable and non-assignable.

(c) The Plan is established voluntarily by the Company, it is discretionary in nature and may be modified, amended, suspended or terminated by the Board at any time.

(d) The grant of this award is voluntary and occasional and does not create any contractual or other right to receive future grants of awards, or benefits in lieu of awards, even if awards have been granted repeatedly in the past.

(e) Participant is voluntarily participating in the Plan.

(f) This RSU grant is an extraordinary item that does not constitute compensation of any kind for services of any kind rendered to the Company or its affiliates (including, as applicable, Participant's employer) and which is outside the scope of Participant's employment contract, if any.

(g) This RSU grant is not part of normal or expected compensation or salary for any purpose, including, but not limited to, calculating any severance, resignation, termination, redundancy, end of service payments, bonuses, long-service awards, pension or retirement benefits or similar payments.

(h) The future value of the underlying Shares is unknown and cannot be predicted with certainty.

(i) For the purposes of this Agreement, termination of service shall be the last day of active service provided by Participant to the Company or one of its affiliates and such period shall not be extended by any notice of termination or similar period including any period of garden leave.

16. **Translations**. If Participant receives this Agreement or any other document or communication related to the Plan or this grant in a language other than English and the meaning in the translation is different than in the English version, the terms expressed in the English version will govern.

17. **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 in order to comply with any applicable law or facilitate the administration of the Plan. Participant agrees to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing. Furthermore, Participant acknowledges that the laws of the country in which Participant is working at the time of grant, vesting or the sale of Shares received pursuant to this RSU grant (including any rules or regulations governing securities, foreign exchange, tax, labor, or other matters) may subject Participant to additional procedural or regulatory requirements that Participant is and will be solely responsible for and must fulfill.

By your signature and the signature of the Company's representative on the Notice, Participant and the Company agree that this RSU is granted under and governed by the terms and conditions of the Plan, the Notice and this Agreement. Participant has reviewed the Plan, the Notice and this Agreement in their entirety, has had an opportunity to obtain the advice of counsel prior to executing this Agreement, and fully understands all provisions of the Plan, the Notice and this Agreement. Participant hereby agrees to accept as binding, conclusive and final all decisions or interpretations of the Committee upon any questions relating to the Plan, the Notice and this Agreement. Participant further agrees to notify the Company upon any change in Participant's residence address.

18. **Code Section 409A**. For purposes of this Agreement, a termination of employment will be determined consistent with the rules relating to a "separation from service" as defined in Section 409A of the Internal Revenue Code and the regulations thereunder ("*Section 409A*"). Notwithstanding anything else provided herein, to the extent any payments provided under this RSU Agreement in connection with Participant's termination of employment constitute deferred compensation subject to Section 409A, and Participant is deemed at the time of such termination of employment to be a "specified employee" under Section 409A, then such payment shall not be made or commence until the earlier of (i) the expiration of the six-month period measured from Participant's separation from service from the Company or (ii) the date of Participant's death following such a separation from service; provided, however, that such deferral shall only be effected to the extent required to avoid adverse tax treatment to Participant including, without limitation, the additional tax for which Participant would otherwise be liable under Section 409A(a)(1)(B) in the absence of such a deferral. To the extent any payment under this RSU Agreement may be classified as a "short-term deferral" within the meaning of Section 409A, such payment shall be deemed a short-term deferral, even if it may also qualify for an exemption from Section 409A under another provision of Section 409A. Payments pursuant to this section are intended to constitute separate payments for purposes of Section 1.409A-2(b)(2) of the Treasury Regulations.

APPENDIX A

ADDITIONAL COUNTRY-SPECIFIC TERMS AND CONDITIONS OF THE DEXCOM, INC. AMENDED AND RESTATED 2015 EQUITY INCENTIVE PLAN (RESTRICTED STOCK UNITS)

Terms and Conditions

This Appendix A includes additional terms and conditions that govern the RSUs granted to you under the Plan if you reside in one of the countries listed below. Capitalized terms used but not defined in this Appendix A are defined in the Plan and/or the Agreement, and have the meanings set forth therein.

Notifications

This Appendix A also includes information regarding exchange controls and certain other issues of which you should be aware with respect to your participation in the Plan. The information is based on the securities, exchange control and other laws in effect in the respective countries as of August 2017. Such laws are often complex and change frequently. As a result, the Company strongly recommends that you not rely on the information noted in this Appendix A as the only source of information relating to the consequences of your participation in the Plan because the information may be out of date at the time that you vest in the RSUs or sell Shares acquired under the Plan.

In addition, the information contained herein is general in nature and may not apply to your particular situation, and the Company is not in a position to assure you of a particular result. Accordingly, you are advised to seek appropriate professional advice as to how the relevant laws in your country may apply to your situation.

Finally, if you are a citizen or resident of a country other than the one in which you are currently working, transfer employment after the grant date, or are considered a resident of another country for local law purposes, the information contained herein may not be applicable to you, and the Company shall, in its discretion, determine to what extent the terms and conditions contained herein shall apply.

CANADA

Terms and Conditions

RSUs Settled in Shares Only

Notwithstanding any discretion contained in the Plan, or any provision in the Agreement to the contrary, RSUs shall be paid in Shares only and do not provide any right for Participant to receive a cash payment.

The following provisions shall apply if Participant is a resident of Quebec:

Language Consent

The Parties acknowledge that it is their express wish that the Agreement, as well as all documents, notices and legal proceedings entered into, given or instituted pursuant hereto or relating directly or indirectly hereto, be drawn up in English.

Les Parties reconnaissent avoir exigé la rédaction en anglais de cette convention, ainsi que de tous documents, avis et procédures judiciaires, exécutés, donnés ou intentés en vertu de, ou liés directement ou indirectement à la présente convention.

Data Privacy Notice and Consent

This provision supplements the Data Privacy section of the Agreement:

Participant hereby authorizes the Company and the Company's representatives to discuss with and obtain all relevant information from all personnel, professional or not, involved in the administration and operation of the Plan. Participant further authorizes the Company and the Employer to disclose and discuss his or her participation in the Plan with their advisors. Finally, Participant authorizes the Company and the Employer to record such information and to keep such information in his or her employee file.

GERMANY

Notifications

Exchange Control Information

Cross-border payments in excess of €12,500 must be reported monthly to the German Federal Bank. If Participant uses a German bank to transfer a cross-border payment in excess of €12,500 in connection with the sale of Shares acquired under the Plan, the bank will make the report for him or her. In addition, Participant must report any receivables, payables, or debts in foreign currency exceeding an amount of €5,000,000 on a monthly basis.

NETHERLANDS

Notifications

Insider-Trading Notification

Participant should be aware of the Dutch insider-trading rules, which may impact the sale of Shares issued to Participant at vesting and settlement of the RSUs. In particular, Participant may be prohibited from effectuating certain transactions involving Shares if Participant has inside information about the Company. If Participant is uncertain whether the insider-trading rules apply to Participant, Participant should consult his or her personal legal advisor.

SWEDEN

There are no country-specific provisions.

SWITZERLAND

There are no country-specific provisions.

UNITED KINGDOM

Terms and Conditions

Withholding Taxes

This provision supplements the Withholding Taxes section of the Agreement:

If payment or withholding of the Tax-Related Items (including the Employer's Liability, as defined below) is not made within 90 days of the end of the UK tax year in which vesting occurs (the "***Due Date***") or such other period specified in Section 222(1)(c) of the U.K. Income Tax (Earnings and Pensions) Act 2003, the amount of any uncollected Tax-Related Items 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 Withholding Taxes section of the Agreement. Participant also authorizes the Company to delay the issuance of Shares to Participant unless and until the loan is repaid.

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), Participant will not be eligible for such a loan to cover the Tax-Related Items. In the event that Participant is a director or executive officer and the Tax-Related Items are not collected from or paid by Participant by the Due Date, the amount of any uncollected Tax-Related Items will constitute a benefit to Participant on which additional income tax and national insurance contributions (including the Employer's Liability, as defined below) will be payable. Participant will be responsible for reporting and paying any income tax and national insurance contributions (including the Employer's Liability, as defined below) due on this additional benefit directly to HMRC under the self-assessment regime.

Joint Election/recoverability of employer national insurance contributions

As a condition of Participant's participation in the Plan and the vesting of the RSUs (, Participant agrees to accept any liability for secondary Class 1 national insurance contributions (the "***Employer's Liability***") which may be payable by the Company and/or the Employer in connection with the RSUs and any event giving rise to Tax- Related Items. To accomplish the foregoing, Participant agrees to execute a joint election with the Company and/or the Employer (the "***Election***"), the form of such Election being formally approved by HMRC, and/or any other agreements, consents or elections required to accomplish the transfer of the Employer's Liability to Participant. Participant further agrees to execute such other joint elections, other agreements, consents or elections (the "***Other Agreement(s)***") as may be required by the Company and/or the Employer between Participant and the Company, any successor to the Company and/or the Employer in order to transfer the Employer's Liability to Participant or in order to provide for the reimbursement of the Employer's Liability by Participant to the Company and/or the Employer.

If Participant does not enter into the Election when Participant accepts the Agreement, if the Election is revoked and/or abolished at any time by HMRC or if Participant fails to enter into any Other Agreement as required by the Company, any successor to the Company and/or the Employer, the Company may choose, in its sole discretion, not to allow Participant to vest in the RSUs and they will cease to vest, become null and void, and no Shares will be acquired under the Plan, without any liability to the Company, the Employer and/or any Affiliate. Participant further agrees that the Company and/or the Employer may collect the Employer's Liability by any of the means set forth in the Withholding Taxes section of the Agreement.

For the avoidance of doubt, this requirement will apply to all Participants that work in the U.K. during any period from grant through the vesting date of the RSUs regardless of whether Participant was in the U.K. at the time of grant.

UNITED STATES

Terms and Conditions

This provision supplements the Tax Consequences provision of the Agreement:

Upon vesting of the RSU, Participant will include in income the fair market value of the Shares subject to the RSU. The included amount will be treated as ordinary income by Participant and will be subject to withholding by the Company when required by applicable law. Upon disposition of the Shares, any subsequent increase or decrease in value will be treated as short-term or long-term capital gain or loss, depending on whether the Shares are held for more than one year from the date of settlement. Further, an RSU may be considered a deferral of compensation that may be subject to Section 409A of the Code. Section 409A of the Code imposes special rules to the timing of making and effecting certain amendments of this RSU with respect to distribution of any deferred compensation. You should consult your personal tax advisor for information on the actual and potential tax consequences of this RSU.

DEXCOM, INC.
AMENDED AND RESTATED 2015 EQUITY INCENTIVE PLAN
NOTICE OF RESTRICTED STOCK UNIT AWARD
GRANT NUMBER: _____

Unless otherwise defined herein, the terms defined in the DexCom, Inc. (the "***Company***") Amended and Restated 2015 Equity Incentive Plan (the "***Plan***") shall have the same meanings in this Notice of Restricted Stock Unit Award (the "***Notice***").

Name: _____
Address: _____
Address 2: _____
City, State Zip: _____

You ("***Participant***") have been granted an award of Restricted Stock Units ("***RSUs***") under the Plan subject to the terms and conditions of the Plan, this Notice and the attached Award Agreement (Restricted Stock Units) (hereinafter "***RSU Agreement***").

Number of RSUs: _____

Date of Grant: _____

Vesting Commencement Date:
_____

Expiration Date:	The date on which settlement of all RSUs granted hereunder occurs, with earlier expiration upon the Termination Date.
Vesting Schedule:	Subject to the limitations set forth in this Notice, the Plan and the RSU Agreement, the RSUs will vest in accordance with the following schedule:

Shares	**Vest Date/Performance Conditions**

Vesting Acceleration: Notwithstanding the foregoing Vesting Schedule, the RSUs are eligible for vesting acceleration under the Company's Severance and Change in Control Plan, subject to the terms and conditions thereof.

You understand that your employment or consulting relationship or service with the Company or the relevant Subsidiary is for an unspecified duration, can be terminated at any time (i.e., is "at-will") other than as required by applicable local law, and that nothing in this Notice, the RSU Agreement or the Plan changes the nature of that relationship nor shall create an employment or consulting relationship with the Company by virtue of this Notice or your participation in the Plan.

You acknowledge that the vesting of the RSUs pursuant to this Notice is earned only by continuing service as an Employee, Director or Consultant of the Company or the relevant Subsidiary (as applicable).

You also understand that this Notice is subject to the terms and conditions of both the RSU Agreement and the Plan, both of which are incorporated herein by reference.

Data Privacy Statement:

By signing below you confirm that you have read this Notice, the RSU Agreement and the Plan, you agree to be bound by them and you freely and unambiguously consent to the collection, use and transfer, in electronic or other form, of your personal data as described in this Notice, the RSU Agreement and any other Restricted Stock Unit Award grant materials by the Company, its affiliates and Subsidiaries (including your employer), and any third parties assisting in the implementation, administration and management of the Plan, for the exclusive purpose of implementing, administering and managing your participation in the Plan.

You understand that the Company, its Subsidiaries (including your employer) may collect, hold, process, disclose and transfer certain personal data about you. For the purposes of this Notice and the RSU Agreement, the term "***Data***" means certain personal and/or sensitive information about you, including, but not limited to, your name, home address and telephone/fax number, date of birth, social insurance number or other identification number, family size, marital status, gender, beneficiary information, emergency contacts, passport/visa information, salary and benefit information, personal bank account number, tax related information, tax identification number, 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 your favor and any other information required by providers for the purpose of implementing, administering and managing the Plan.

You understand that Data will be transferred to E*TRADE Financial ("***E*TRADE***") or such other 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. You understand that the recipients of Data may be located in the United States or elsewhere, where you may not have the same rights under applicable data protection and privacy law as in your home jurisdiction. You authorize the Company, E*TRADE and any other possible recipients that may assist the Company (presently or in the future) with implementing, administering and managing the Plan to receive, possess, use, retain and transfer data, in electronic or other form, for the sole purpose of implementing, administering and managing your participation in the plan.

DEXCOM, INC.

By:

DEXCOM, INC.
AWARD AGREEMENT (RESTRICTED STOCK UNITS) TO THE
DEXCOM, INC. AMENDED AND RESTATED 2015 EQUITY INCENTIVE PLAN

Unless otherwise defined herein, the terms defined in the DexCom, Inc. (the "***Company***") Amended and Restated 2015 Equity Incentive Plan (the "***Plan***") shall have the same defined meanings in this Award Agreement (Restricted Stock Units) (the "***Agreement***").

You ("***Participant***") have been granted Restricted Stock Units ("***RSUs***") subject to the terms, restrictions and conditions of the Plan, the Notice of Restricted Stock Unit Award (the "***Notice***") and this Agreement.

1. **Settlement**. Settlement of RSUs shall be made within the earlier of (i) 90 days following the applicable date of vesting under the vesting schedule or (ii) March 15 of the year following the year of vesting as set forth in the Notice. Settlement of RSUs shall be in Shares.

2. **Withholding Taxes**. Regardless of any action the Company and/or Participant's employer(s) (the "***Employer***") take with respect to any foreign, federal, state, or local income tax, social insurance (including if permissible under local law, any statutory employer's contribution to social insurance), national insurance contributions, payroll tax, payment on account, or other tax-related withholding with respect to this Agreement, as a result of Participant's participation in the Plan and/or any aspect of the RSUs ("***Tax-Related Items***"), Participant agrees and acknowledges that the ultimate liability for all Tax-Related Items is the responsibility of Participant and that the Company and/or the Employer:

- are not making any representations and are not committing to take any actions regarding any Tax- Related Items, including, but not limited to, the grant of the RSUs, the vesting of the RSUs, the delivery of Shares upon vesting of the RSUs, the subsequent sale of Shares acquired upon vesting of the RSUs, and the receipt of any dividends; and

- do not commit to structure the terms of the grant or any aspect of the RSUs to reduce or eliminate your liability for Tax-Related Items.

Before any Tax-Related Items become due, Participant will pay or make adequate arrangements satisfactory to the Company and/or the Employer to satisfy those Tax-Related Items. If permissible under local law, Participant authorizes the Company and/or the Employer to withhold all applicable Tax-Related Items legally payable by or due with respect to and/or on behalf of Participant by one or a combination of the following:

(a) withholding from the Shares to be issued, the number of Shares having a fair market value (determined on the date that the amount of tax to be withheld is determined) equal to the amount required to be withheld for Tax-Related Items, or

(b) arranging to have sold on Participant's behalf through such means as the Company may determine in its sole discretion (whether through a broker or otherwise) a sufficient number of Shares that is equal to the amount required to be withheld for Tax-Related Items. The Company shall arrange to sell or withhold a whole number of shares to satisfy the minimum tax withholding obligation, and to the extent that any tax obligation balance remains, such amount shall be withheld from your following payroll cycle.

If the obligation for Tax-Related Items is satisfied by withholding a number of Shares as described herein, Participant will be deemed to have been issued the full number of Shares to which Participant is entitled pursuant to the vesting of the RSUs even though a portion of those Shares will be withheld for the purpose of satisfying the Tax-Related Items.

Further, if Participant has relocated to a different jurisdiction between the date of grant and the date of any taxable event, 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.

Finally, Participant will pay to the Company or the Employer any amount of Tax-Related Items that the Company or the Employer may be required to withhold or account for as a result of Participant's participation in the Plan or any aspect of the RSUs that cannot be satisfied by any of the means described in the preceding paragraph. The Company may refuse to deliver Shares to Participant if Participant fails to meet his/her obligations for the Tax-Related Items, as described herein.

3. **No Stockholder Rights**. Unless and until such time as Shares are issued in settlement of vested RSUs, Participant shall have no ownership of the Shares allocated to the RSUs and shall have no right to dividends or to vote from such Shares.

4. **Dividend Equivalents**. If dividends are declared and paid on Shares, dividend equivalent payments, if any (whether in cash or Shares), shall be credited to Participant at such time as Shares as issued in settlement of vested RSUs. Such dividend equivalent payments shall have the same vesting requirements as the underlying RSUs.

5. **No Transfer**. The RSUs and any interest therein shall not be sold, assigned, transferred, pledged, hypothecated, or otherwise disposed of.

6. **Termination**. Subject to the terms of the Notice, if Participant's service terminates for any reason, all unvested RSUs shall be forfeited to the Company forthwith, and all rights of Participant to such RSUs shall immediately terminate. For the avoidance of doubt, Participant shall not be entitled to any compensation for the loss of any rights or opportunities under the Plan other than as provided for herein. In case of any dispute as to whether Termination has occurred, the Committee shall have sole discretion to determine whether such Termination has occurred and the effective date of such Termination.

7. **Tax Consequences**. Participant acknowledges that there will be tax consequences upon settlement of the RSUs or disposition of the Shares, if any, received in connection therewith, and Participant should consult a tax adviser regarding Participant's tax obligations prior to such settlement or disposition. You should consult your personal tax advisor for information on the actual and potential tax consequences of this RSU.

8. **Acknowledgement**. The Company and Participant agree that the RSUs are granted under and governed by the Notice, this Agreement and the provisions of the Plan. Participant: (i) acknowledges receipt of a copy of the Plan and the Plan prospectus, (ii) represents that Participant has carefully read and is familiar with their provisions, and (iii) hereby accepts the RSUs subject to all of the terms and conditions set forth herein and those set forth in the Plan and the Notice.

9. **Country-Specific Terms and Conditions**. Participant's participation in the Plan will be subject to any special terms and conditions set forth in Appendix A to this Agreement ("***Appendix A***") for Participant's country of residence, if any. Appendix A constitutes part of this Agreement.

Moreover, if Participant relocates to another country, any special terms and conditions applicable to RSUs granted in such country may apply to Participant to the extent the Company determines that the application of such terms and conditions is necessary or advisable in order to comply with local law or facilitate the administration of the Plan.

In addition, the Company reserves the right to impose other requirements on the RSUs and any Shares acquired under the Plan, to the extent the Company determines it is necessary or advisable in order to comply with local law or facilitate the administration of the Plan, and to require Participant to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing.

10. **Entire Agreement; Enforcement of Rights**. This Agreement, the Plan and the Notice constitute the entire agreement and understanding of the parties relating to the subject matter herein and supersede all prior discussions between them. Any prior agreements, commitments or negotiations concerning the purchase of the Shares hereunder are superseded. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, shall be effective unless in writing and signed by the parties to this Agreement. The failure by either party to enforce any rights under this Agreement shall not be construed as a waiver of any rights of such party.

11. **Compliance with Laws and Regulations**. The issuance of Shares will be subject to and conditioned upon compliance by the Company and Participant with all applicable state and federal laws and regulations and with all applicable requirements of any stock exchange or automated quotation system on which the Company's Shares may be listed or quoted at the time of such issuance or transfer.

12. **Governing Law Severability**. If one or more provisions of this Agreement (including the Appendix) are held to be unenforceable under applicable law, the parties agree to renegotiate such provision in good faith. In the event that the parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (i) such provision shall be excluded from this Agreement, (ii) the balance of this Agreement shall be interpreted as if such provision were so excluded and (iii) the balance of this Agreement shall be enforceable in accordance with its terms. This Agreement and all acts and transactions pursuant hereto and the rights and obligations of the parties hereto shall be governed, construed and interpreted in accordance with the laws of the State of California, U.S.A, without giving effect to principles of conflicts of law.

13. **No Rights as Employee, Director or Consultant**. Nothing in this Agreement shall affect in any manner whatsoever the right or power of the Company, or a Parent or Subsidiary of the Company, to terminate Participant's service, for any reason, with or without cause, subject to compliance with applicable local laws.

14. **Recipient Data Privacy**. Through Participant's acceptance of this grant, Participant hereby explicitly and unambiguously consents to the collection, use and transfer, in electronic or other form, of his or her personal and/or sensitive data as described in this document by and among, as applicable, the Company, its affiliates and its subsidiaries for the exclusive purpose of implementing, administering and managing Participant's participation in the Plan. Participant understands that the Company holds certain personal and/or sensitive information about him or her, including, but not limited to, his or her name, home address and telephone/fax number, date of birth, social insurance number or other identification number, family size, marital status, gender, beneficiary information, emergency contacts, passport/visa information, salary and benefit information, personal bank account number, tax related information, tax identification number, 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 and any other information required by providers for the purpose of implementing, administering and managing the Plan ("***Data***"). Participant also understands and unambiguously consents to the fact that Data may be transferred to any third parties assisting in the implementation, administration and management of the Plan, that these recipients may be located in Participant's country or elsewhere, and that Participant's country may have different data privacy laws and protections than the laws in the recipient's country. Participant understands that 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 recipients to receive, possess, use, retain and transfer the Data, in electronic or other form, for the purposes of implementing, administering and managing my participation in the Plan, including any requisite transfer of such Data as may be required to a broker or other third party with whom Participant may elect to deposit any Shares acquired. Participant understands that Data will be held only as long as is necessary to implement, administer and manage his or her participation in the Plan. Participant understands that 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. Participant understands, however, that refusing or withdrawing his or her consent may affect his or her 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.

15. **Nature of Grant**.

(a) By acknowledging and accepting this RSU grant, Participant agrees that the granting of this RSU is completely at the discretion of the Committee pursuant to the Plan, that Participant does not expect that future awards will be granted under the Plan, or any other plan, and that Participant waives any claim for losses under the Agreement of the Plan in connection with termination of employment.

(b) The RSU grant is non-transferrable and non-assignable.

(c) The Plan is established voluntarily by the Company, it is discretionary in nature and may be modified, amended, suspended or terminated by the Board at any time.

(d) The grant of this award is voluntary and occasional and does not create any contractual or other right to receive future grants of awards, or benefits in lieu of awards, even if awards have been granted repeatedly in the past.

(e) Participant is voluntarily participating in the Plan.

(f) This RSU grant is an extraordinary item that does not constitute compensation of any kind for services of any kind rendered to the Company or its affiliates (including, as applicable, Participant's employer) and which is outside the scope of Participant's employment contract, if any.

(g) This RSU grant is not part of normal or expected compensation or salary for any purpose, including, but not limited to, calculating any severance, resignation, termination, redundancy, end of service payments, bonuses, long-service awards, pension or retirement benefits or similar payments.

(h) The future value of the underlying Shares is unknown and cannot be predicted with certainty.

(i) For the purposes of this Agreement, termination of service shall be the last day of active service provided by Participant to the Company or one of its affiliates and such period shall not be extended by any notice of termination or similar period including any period of garden leave.

16. **Translations**. If Participant receives this Agreement or any other document or communication related to the Plan or this grant in a language other than English and the meaning in the translation is different than in the English version, the terms expressed in the English version will govern.

17. **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 in order to comply with any applicable law or facilitate the administration of the Plan. Participant agrees to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing. Furthermore, Participant acknowledges that the laws of the country in which Participant is working at the time of grant, vesting or the sale of Shares received pursuant to this RSU grant (including any rules or regulations governing securities, foreign exchange, tax, labor, or other matters) may subject Participant to additional procedural or regulatory requirements that Participant is and will be solely responsible for and must fulfill.

By your signature and the signature of the Company's representative on the Notice, Participant and the Company agree that this RSU is granted under and governed by the terms and conditions of the Plan, the Notice and this Agreement. Participant has reviewed the Plan, the Notice and this Agreement in their entirety, has had an opportunity to obtain the advice of counsel prior to executing this Agreement, and fully understands all provisions of the Plan, the Notice and this Agreement. Participant hereby agrees to accept as binding, conclusive and final all decisions or interpretations of the Committee upon any questions relating to the Plan, the Notice and this Agreement. Participant further agrees to notify the Company upon any change in Participant's residence address.

18. **Code Section 409A**. For purposes of this Agreement, a termination of employment will be determined consistent with the rules relating to a "separation from service" as defined in Section 409A of the Internal Revenue Code and the regulations thereunder ("*Section 409A*"). Notwithstanding anything else provided herein, to the extent any payments provided under this RSU Agreement in connection with Participant's termination of employment constitute deferred compensation subject to Section 409A, and Participant is deemed at the time of such termination of employment to be a "specified employee" under Section 409A, then such payment shall not be made or commence until the earlier of (i) the expiration of the six-month period measured from Participant's separation from service from the Company or (ii) the date of Participant's death following such a separation from service; provided, however, that such deferral shall only be effected to the extent required to avoid adverse tax treatment to Participant including, without limitation, the additional tax for which Participant would otherwise be liable under Section 409A(a)(1)(B) in the absence of such a deferral. To the extent any payment under this RSU Agreement may be classified as a "short-term deferral" within the meaning of Section 409A, such payment shall be deemed a short-term deferral, even if it may also qualify for an exemption from Section 409A under another provision of Section 409A. Payments pursuant to this section are intended to constitute separate payments for purposes of Section 1.409A-2(b)(2) of the Treasury Regulations.

APPENDIX A

ADDITIONAL COUNTRY-SPECIFIC TERMS AND CONDITIONS OF THE DEXCOM, INC. AMENDED AND RESTATED 2015 EQUITY INCENTIVE PLAN (RESTRICTED STOCK UNITS)

Terms and Conditions

This Appendix A includes additional terms and conditions that govern the RSUs granted to you under the Plan if you reside in one of the countries listed below. Capitalized terms used but not defined in this Appendix A are defined in the Plan and/or the Agreement, and have the meanings set forth therein.

Notifications

This Appendix A also includes information regarding exchange controls and certain other issues of which you should be aware with respect to your participation in the Plan. The information is based on the securities, exchange control and other laws in effect in the respective countries as of August 2017. Such laws are often complex and change frequently. As a result, the Company strongly recommends that you not rely on the information noted in this Appendix A as the only source of information relating to the consequences of your participation in the Plan because the information may be out of date at the time that you vest in the RSUs or sell Shares acquired under the Plan.

In addition, the information contained herein is general in nature and may not apply to your particular situation, and the Company is not in a position to assure you of a particular result. Accordingly, you are advised to seek appropriate professional advice as to how the relevant laws in your country may apply to your situation.

Finally, if you are a citizen or resident of a country other than the one in which you are currently working, transfer employment after the grant date, or are considered a resident of another country for local law purposes, the information contained herein may not be applicable to you, and the Company shall, in its discretion, determine to what extent the terms and conditions contained herein shall apply.

CANADA

Terms and Conditions

RSUs Settled in Shares Only

Notwithstanding any discretion contained in the Plan, or any provision in the Agreement to the contrary, RSUs shall be paid in Shares only and do not provide any right for Participant to receive a cash payment.

The following provisions shall apply if Participant is a resident of Quebec:

Language Consent

The Parties acknowledge that it is their express wish that the Agreement, as well as all documents, notices and legal proceedings entered into, given or instituted pursuant hereto or relating directly or indirectly hereto, be drawn up in English.

Les Parties reconnaissent avoir exigé la rédaction en anglais de cette convention, ainsi que de tous documents, avis et procédures judiciaires, exécutés, donnés ou intentés en vertu de, ou liés directement ou indirectement à la présente convention.

Data Privacy Notice and Consent

This provision supplements the Data Privacy section of the Agreement:

Participant hereby authorizes the Company and the Company's representatives to discuss with and obtain all relevant information from all personnel, professional or not, involved in the administration and operation of the Plan. Participant further authorizes the Company and the Employer to disclose and discuss his or her participation in the Plan with their advisors. Finally, Participant authorizes the Company and the Employer to record such information and to keep such information in his or her employee file.

GERMANY

Notifications

Exchange Control Information

Cross-border payments in excess of €12,500 must be reported monthly to the German Federal Bank. If Participant uses a German bank to transfer a cross-border payment in excess of €12,500 in connection with the sale of Shares acquired under the Plan, the bank will make the report for him or her. In addition, Participant must report any receivables, payables, or debts in foreign currency exceeding an amount of €5,000,000 on a monthly basis.

NETHERLANDS

Notifications

Insider-Trading Notification

Participant should be aware of the Dutch insider-trading rules, which may impact the sale of Shares issued to Participant at vesting and settlement of the RSUs. In particular, Participant may be prohibited from effectuating certain transactions involving Shares if Participant has inside information about the Company. If Participant is uncertain whether the insider-trading rules apply to Participant, Participant should consult his or her personal legal advisor.

SWEDEN

There are no country-specific provisions.

SWITZERLAND

There are no country-specific provisions.

UNITED KINGDOM

Terms and Conditions

Withholding Taxes

This provision supplements the Withholding Taxes section of the Agreement:

If payment or withholding of the Tax-Related Items (including the Employer's Liability, as defined below) is not made within 90 days of the end of the UK tax year in which vesting occurs (the "***Due Date***") or such other period specified in Section 222(1)(c) of the U.K. Income Tax (Earnings and Pensions) Act 2003, the amount of any uncollected Tax-Related Items 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 Withholding Taxes section of the Agreement. Participant also authorizes the Company to delay the issuance of Shares to Participant unless and until the loan is repaid.

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), Participant will not be eligible for such a loan to cover the Tax-Related Items. In the event that Participant is a director or executive officer and the Tax-Related Items are not collected from or paid by Participant by the Due Date, the amount of any uncollected Tax-Related Items will constitute a benefit to Participant on which additional income tax and national insurance contributions (including the Employer's Liability, as defined below) will be payable. Participant will be responsible for reporting and paying any income tax and national insurance contributions (including the Employer's Liability, as defined below) due on this additional benefit directly to HMRC under the self-assessment regime.

Joint Election/recoverability of employer national insurance contributions

As a condition of Participant's participation in the Plan and the vesting of the RSUs (, Participant agrees to accept any liability for secondary Class 1 national insurance contributions (the "***Employer's Liability***") which may be payable by the Company and/or the Employer in connection with the RSUs and any event giving rise to Tax- Related Items. To accomplish the foregoing, Participant agrees to execute a joint election with the Company and/or the Employer (the "***Election***"), the form of such Election being formally approved by HMRC, and/or any other agreements, consents or elections required to accomplish the transfer of the Employer's Liability to Participant. Participant further agrees to execute such other joint elections, other agreements, consents or elections (the "***Other Agreement(s)***") as may be required by the Company and/or the Employer between Participant and the Company, any successor to the Company and/or the Employer in order to transfer the Employer's Liability to Participant or in order to provide for the reimbursement of the Employer's Liability by Participant to the Company and/or the Employer.

If Participant does not enter into the Election when Participant accepts the Agreement, if the Election is revoked and/or abolished at any time by HMRC or if Participant fails to enter into any Other Agreement as required by the Company, any successor to the Company and/or the Employer, the Company may choose, in its sole discretion, not to allow Participant to vest in the RSUs and they will cease to vest, become null and void, and no Shares will be acquired under the Plan, without any liability to the Company, the Employer and/or any Affiliate. Participant further agrees that the Company and/or the Employer may collect the Employer's Liability by any of the means set forth in the Withholding Taxes section of the Agreement.

For the avoidance of doubt, this requirement will apply to all Participants that work in the U.K. during any period from grant through the vesting date of the RSUs regardless of whether Participant was in the U.K. at the time of grant.

UNITED STATES

Terms and Conditions

This provision supplements the Tax Consequences provision of the Agreement:

Upon vesting of the RSU, Participant will include in income the fair market value of the Shares subject to the RSU. The included amount will be treated as ordinary income by Participant and will be subject to withholding by the Company when required by applicable law. Upon disposition of the Shares, any subsequent increase or decrease in value will be treated as short-term or long-term capital gain or loss, depending on whether the Shares are held for more than one year from the date of settlement. Further, an RSU may be considered a deferral of compensation that may be subject to Section 409A of the Code. Section 409A of the Code imposes special rules to the timing of making and effecting certain amendments of this RSU with respect to distribution of any deferred compensation. You should consult your personal tax advisor for information on the actual and potential tax consequences of this RSU.

Form of RSU Grant Agreement – Board Members – Annual Grant

DEXCOM, INC.
AMENDED AND RESTATED 2015 EQUITY INCENTIVE PLAN
NOTICE OF RESTRICTED STOCK UNIT AWARD
GRANT NUMBER: _____

Unless otherwise defined herein, the terms defined in the DexCom, Inc. (the "***Company***") Amended and Restated 2015 Equity Incentive Plan (the "***Plan***") shall have the same meanings in this Notice of Restricted Stock Unit Award (the "***Notice***").

Name: _____

Address: _____

You ("***Participant***") have been granted an award of Restricted Stock Units ("***RSUs***") under the Plan subject to the terms and conditions of the Plan, this Notice and the attached Award Agreement (Restricted Stock Units) (hereinafter "***RSU Agreement***").

Number of RSUs: _____

Date of Grant: _____

Vesting Commencement Date: _____

Expiration Date: The date on which settlement of all RSUs granted hereunder occurs, with earlier expiration upon the Termination Date

Vesting Schedule: Subject to the limitations set forth in this Notice, the Plan and the RSU Agreement, the RSUs will vest in accordance with the following schedule: **in one annual installment (i.e., 100% of the RSUs subject to this Notice will vest upon the earlier of the first anniversary of the Date of Grant or the date of the next annual meeting of stockholders).**

Corporate Transaction: If a Corporate Transaction occurs then the vesting and (if applicable) exercisability of the RSUs shall be accelerated in full and any reacquisition or repurchase rights held by the Company with respect to the shares of Common Stock subject to such acceleration shall lapse in full, as appropriate.

"***Corporate Transaction***" means the occurrence of any of the following events: (i) any "person" (as such term is used in Sections 13(d) and 14(d) of the Exchange Act) becomes the "beneficial owner" (as defined in Rule 13d-3 of the Exchange Act), directly or indirectly, of securities of the Company representing more than fifty percent (50%) of the total voting power represented by the Company's then-outstanding voting securities; provided, however, that for purposes of this subclause (i) the acquisition of additional securities by any one Person who is considered to own more than fifty percent (50%) of the total voting power of the securities of the Company will not be considered a Corporate Transaction; (ii) the consummation of the sale, transfer or disposition by the Company of all or substantially all of the Company's assets; (iii) the consummation of a merger or consolidation of the Company with any other corporation, other than a merger or consolidation which would result in the voting securities of the Company outstanding immediately prior thereto continuing to represent (either by remaining outstanding or by being converted into voting securities of the surviving entity or its parent) more than fifty percent (50%) of the total voting power represented by the voting securities of the Company or such surviving entity or its parent outstanding immediately after such merger or consolidation; (iv) any other transaction which qualifies as a "corporate transaction" under Section 424(a) of the Code wherein the stockholders of the Company give up all of their equity interest in the Company (except for the acquisition,

sale or transfer of all or substantially all of the outstanding shares of the Company) or (v) a change in the effective control of the Company that occurs on the date that a majority of members of the Board is replaced during any twelve (12) month period by members of the Board whose appointment or election is not endorsed by a majority of the members of the Board prior to the date of the appointment or election. For purpose of this subclause (v), if any Person is considered to be in effective control of the Company, the acquisition of additional control of the Company by the same Person will not be considered a Corporate Transaction. For purposes of this definition, Persons will be considered to be acting as a group if they are owners of a corporation that enters into a merger, consolidation, purchase or acquisition of stock, or similar business transaction with the Company. Notwithstanding the foregoing, to the extent that any amount constituting deferred compensation (as defined in Section 409A of the Code) would become payable under this Plan by reason of a Corporate Transaction, such amount shall become payable only if the event constituting a Corporate Transaction would also qualify as a change in ownership or effective control of the Company or a change in the ownership of a substantial portion of the assets of the Company, each as defined within the meaning of Code Section 409A, as it has been and may be amended from time to time, and any proposed or final Treasury Regulations and IRS guidance that has been promulgated or may be promulgated thereunder from time to time.

Notwithstanding the foregoing, a Corporate Transaction shall not be deemed to result from any transaction precipitated by the Company's insolvency, appointment of a conservator, or determination by a regulatory agency that the Company is insolvent, nor from any transaction the sole purpose of which is to change the state of the Company's incorporation or to create a holding company that will be owned in substantially the same proportions by the persons who held the Company's securities immediately before such transaction.

You understand that your relationship or service with the Company is for an unspecified duration, and that nothing in this Notice, the RSU Agreement or the Plan changes the at-will nature of that relationship. You acknowledge that the vesting of the RSUs pursuant to this Notice is earned only by continuing service as an Employee, Director or Consultant of the Company. You also understand that this Notice is subject to the terms and conditions of both the RSU Agreement and the Plan, both of which are incorporated herein by reference. Participant has read both the RSU Agreement and the Plan.

PARTICIPANT
Signature: _____

Print Name: _____

DEXCOM, INC.
By: _____

Its: _____

DEXCOM, INC.
AWARD AGREEMENT (RESTRICTED STOCK UNITS) TO THE
DEXCOM INC. AMENDED AND RESTATED 2015 EQUITY INCENTIVE PLAN

Unless otherwise defined herein, the terms defined in the DexCom, Inc. (the "***Company***") Amended and Restated 2015 Equity Incentive Plan (the "***Plan***") shall have the same defined meanings in this Award Agreement (Restricted Stock Units) (the "***Agreement***").

You have been granted Restricted Stock Units ("***RSUs***") subject to the terms, restrictions and conditions of the Plan, the Notice of Restricted Stock Unit Award (the "***Notice***") and this Agreement.

1. **Settlement.** Settlement of RSUs shall be made within the earlier of (i) 90 days following the applicable date of vesting under the vesting schedule or (ii) March 15 of the year following the year of vesting as set forth in the Notice. Settlement of RSUs shall be in Shares.

2. **Withholding and Net Issuance of the Shares**. When, under applicable tax laws, Participant incurs tax liability in connection with the vesting or settlement of any RSUs or issuance of Shares in connection therewith that is subject to tax withholding by the Company, the Company may, at the Compensation Committee's election, satisfy the minimum tax withholding obligation on behalf of the Participant by either (a) withholding from the Shares to be issued, the number of Shares having a fair market value (determined on the date that the amount of tax to be withheld is determined) equal to the amount required to be withheld for income and employment taxes, or (b) arranging to have sold on Participant's behalf through such means as the Company may determine in its sole discretion (whether through a broker or otherwise) a sufficient number of Shares that is equal to the amount required to be withheld. The Company shall arrange to sell or withhold a whole number of shares to satisfy the minimum tax withholding obligation, and to the extent that any tax obligation balance remains, such amount shall be withheld from your following payroll cycle, if applicable.

3. **No Stockholder Rights.** Unless and until such time as Shares are issued in settlement of vested RSUs, Participant shall have no ownership of the Shares allocated to the RSUs and shall have no right to dividends or to vote such Shares.

4. **Dividend Equivalents.** Dividends, if any (whether in cash or Shares), shall not be credited to Participant.

5. **No Transfer.** The RSUs and any interest therein shall not be sold, assigned, transferred, pledged, hypothecated, or otherwise disposed of.

6. **Termination.** If Participant's service Terminates for any reason, all unvested RSUs shall be forfeited to the Company forthwith, and all rights of Participant to such RSUs shall immediately terminate. In case of any dispute as to whether Termination has occurred, the Committee shall have sole discretion to determine whether such Termination has occurred and the effective date of such Termination.

7. **U.S. Tax Consequences.** Participant acknowledges that there will be tax consequences upon settlement of the RSUs or disposition of the Shares, if any, received in connection therewith, and Participant should consult a tax adviser regarding Participant's tax obligations prior to such settlement or disposition. Upon vesting of the RSU, Participant will include in income the fair market value of the Shares subject to the RSU. The included amount will be treated as ordinary income by Participant and will be subject to withholding by the Company when required by applicable law. Upon disposition of the Shares, any subsequent increase or decrease in value will be treated as short-term or long-term capital gain or loss, depending on whether the Shares are held for more than one year from the date of settlement. Further, an RSU may be considered a deferral of compensation that may be subject to Section 409A of the Code. Section 409A of the Code imposes special rules to the timing of making and effecting certain amendments of this RSU with respect to distribution of any deferred compensation. You should consult your personal tax advisor for more information on the actual and potential tax consequences of this RSU.

8. **Acknowledgement.** The Company and Participant agree that the RSUs are granted under and governed by the Notice, this Agreement and the provisions of the Plan. Participant: (i) acknowledges receipt of a copy of the Plan and the Plan prospectus, (ii) represents that Participant has carefully read and is familiar with their provisions, and (iii) hereby accepts the RSUs subject to all of the terms and conditions set forth herein and those set forth in the Plan and the Notice.

9. **Entire Agreement; Enforcement of Rights.** This Agreement, the Plan and the Notice constitute the entire agreement and understanding of the parties relating to the subject matter herein and supersede all prior discussions between them. Any prior agreements, commitments or negotiations concerning the purchase of the Shares hereunder are superseded. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, shall be effective unless in writing and signed by the parties to this Agreement. The failure by either party to enforce any rights under this Agreement shall not be construed as a waiver of any rights of such party.

10. **Compliance with Laws and Regulations.** The issuance of Shares will be subject to and conditioned upon compliance by the Company and Participant with all applicable state and federal laws and regulations and with all applicable requirements of any stock exchange or automated quotation system on which the Company's Common Stock may be listed or quoted at the time of such issuance or transfer.

11. **Governing Law; Severability.** If one or more provisions of this Agreement are held to be unenforceable under applicable law, the parties agree to renegotiate such provision in good faith. In the event that the parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (i) such provision shall be excluded from this Agreement, (ii) the balance of this Agreement shall be interpreted as if such provision were so excluded and (iii) the balance of this Agreement shall be enforceable in accordance with its terms. This Agreement and all acts and transactions pursuant hereto and the rights and obligations of the parties hereto shall be governed, construed and interpreted in accordance with the laws of the State of California, without giving effect to principles of conflicts of law.

12. **No Rights as Employee, Director or Consultant**. Nothing in this Agreement shall affect in any manner whatsoever the right or power of the Company, or a Parent or Subsidiary of the Company, to terminate Participant's service, for any reason, with or without cause.

By your signature and the signature of the Company's representative on the Notice, Participant and the Company agree that this RSU is granted under and governed by the terms and conditions of the Plan, the Notice and this Agreement. Participant has reviewed the Plan, the Notice and this Agreement in their entirety, has had an opportunity to obtain the advice of counsel prior to executing this Agreement, and fully understands all provisions of the Plan, the Notice and this Agreement. Participant hereby agrees to accept as binding, conclusive and final all decisions or interpretations of the Committee upon any questions relating to the Plan, the Notice and this Agreement. Participant further agrees to notify the Company upon any change in Participant's residence address.

Form of RSU Grant Agreement – Board Members – Incoming Grant

DEXCOM, INC.
AMENDED AND RESTATED 2015 EQUITY INCENTIVE PLAN
NOTICE OF RESTRICTED STOCK UNIT AWARD
GRANT NUMBER: _____

Unless otherwise defined herein, the terms defined in the DexCom, Inc. (the "***Company***") 2015 Equity Incentive Plan (the "***Plan***") shall have the same meanings in this Notice of Restricted Stock Unit Award (the "***Notice***").

Name: _____

Address: _____

You ("***Participant***") have been granted an award of Restricted Stock Units ("***RSUs***") under the Plan subject to the terms and conditions of the Plan, this Notice and the attached Award Agreement (Restricted Stock Units) (hereinafter "***RSU Agreement***").

Number of RSUs: _____

Date of Grant: _____

Vesting Commencement Date: _____

Expiration Date: The date on which settlement of all RSUs granted hereunder occurs, with earlier expiration upon the Termination Date

Vesting Schedule: Subject to the limitations set forth in this Notice, the Plan and the RSU Agreement, the RSUs will vest in accordance with the following schedule: **in three annual installments (i.e., 33.3% of the RSUs subject to this Notice will vest upon the first anniversary of the Date of Grant; 33.3% of the RSUs subject to this Notice will vest upon the second anniversary of the Date of Grant; and 33.3% of the RSUs subject to this Notice will vest upon the third anniversary of the Date of Grant)**

Corporate Transaction: If a Corporate Transaction occurs then the vesting and (if applicable) exercisability of the RSUs shall be accelerated in full and any reacquisition or repurchase rights held by the Company with respect to the shares of Common Stock subject to such acceleration shall lapse in full, as appropriate.

"***Corporate Transaction***" means the occurrence of any of the following events: (i) any "person" (as such term is used in Sections 13(d) and 14(d) of the Exchange Act) becomes the "beneficial owner" (as defined in Rule 13d-3 of the Exchange Act), directly or indirectly, of securities of the Company representing more than fifty percent (50%) of the total voting power represented by the Company's then-outstanding voting securities; provided, however, that for purposes of this subclause (i) the acquisition of additional securities by any one Person who is considered to own more than fifty percent (50%) of the total voting power of the securities of the Company will not be considered a Corporate Transaction; (ii) the consummation of the sale, transfer or disposition by the Company of all or substantially all of the Company's assets; (iii) the consummation of a merger or consolidation of the Company with any other corporation, other than a merger or consolidation which would result in the voting securities of the Company outstanding immediately prior thereto continuing to represent (either by remaining outstanding or by being converted into voting securities of the surviving entity or its parent) more than fifty percent (50%) of the total voting power represented by the voting securities of the Company or such surviving entity or its parent outstanding immediately after such merger or consolidation; (iv) any other transaction which qualifies as a "corporate transaction" under Section 424(a) of the Code wherein the stockholders of the Company give up

all of their equity interest in the Company (except for the acquisition, sale or transfer of all or substantially all of the outstanding shares of the Company) or (v) a change in the effective control of the Company that occurs on the date that a majority of members of the Board is replaced during any twelve (12) month period by members of the Board whose appointment or election is not endorsed by a majority of the members of the Board prior to the date of the appointment or election. For purpose of this subclause (v), if any Person is considered to be in effective control of the Company, the acquisition of additional control of the Company by the same Person will not be considered a Corporate Transaction. For purposes of this definition, Persons will be considered to be acting as a group if they are owners of a corporation that enters into a merger, consolidation, purchase or acquisition of stock, or similar business transaction with the Company. Notwithstanding the foregoing, to the extent that any amount constituting deferred compensation (as defined in Section 409A of the Code) would become payable under this Plan by reason of a Corporate Transaction, such amount shall become payable only if the event constituting a Corporate Transaction would also qualify as a change in ownership or effective control of the Company or a change in the ownership of a substantial portion of the assets of the Company, each as defined within the meaning of Code Section 409A, as it has been and may be amended from time to time, and any proposed or final Treasury Regulations and IRS guidance that has been promulgated or may be promulgated thereunder from time to time.

Notwithstanding the foregoing, a Corporate Transaction shall not be deemed to result from any transaction precipitated by the Company's insolvency, appointment of a conservator, or determination by a regulatory agency that the Company is insolvent, nor from any transaction the sole purpose of which is to change the state of the Company's incorporation or to create a holding company that will be owned in substantially the same proportions by the persons who held the Company's securities immediately before such transaction.

You understand that your relationship or service with the Company is for an unspecified duration, and that nothing in this Notice, the RSU Agreement or the Plan changes the at-will nature of that relationship. You acknowledge that the vesting of the RSUs pursuant to this Notice is earned only by continuing service as an Employee, Director or Consultant of the Company. You also understand that this Notice is subject to the terms and conditions of both the RSU Agreement and the Plan, both of which are incorporated herein by reference. Participant has read both the RSU Agreement and the Plan.

PARTICIPANT
Signature: _____

Print Name: _____

DEXCOM, INC.
By: _____

Its: _____

DEXCOM, INC.
AWARD AGREEMENT (RESTRICTED STOCK UNITS) TO THE
DEXCOM INC. AMENDED AND RESTATED 2015 EQUITY INCENTIVE PLAN

Unless otherwise defined herein, the terms defined in the DexCom, Inc. (the "***Company***") Amended and Restated 2015 Equity Incentive Plan (the "***Plan***") shall have the same defined meanings in this Award Agreement (Restricted Stock Units) (the "***Agreement***").

You have been granted Restricted Stock Units ("***RSUs***") subject to the terms, restrictions and conditions of the Plan, the Notice of Restricted Stock Unit Award (the "***Notice***") and this Agreement.

1. **Settlement.** Settlement of RSUs shall be made within the earlier of (i) 90 days following the applicable date of vesting under the vesting schedule or (ii) March 15 of the year following the year of vesting as set forth in the Notice. Settlement of RSUs shall be in Shares.

2. **Withholding and Net Issuance of the Shares**. When, under applicable tax laws, Participant incurs tax liability in connection with the vesting or settlement of any RSUs or issuance of Shares in connection therewith that is subject to tax withholding by the Company, the Company may, at the Compensation Committee's election, satisfy the minimum tax withholding obligation on behalf of the Participant by either (a) withholding from the Shares to be issued, the number of Shares having a fair market value (determined on the date that the amount of tax to be withheld is determined) equal to the amount required to be withheld for income and employment taxes, or (b) arranging to have sold on Participant's behalf through such means as the Company may determine in its sole discretion (whether through a broker or otherwise) a sufficient number of Shares that is equal to the amount required to be withheld. The Company shall arrange to sell or withhold a whole number of shares to satisfy the minimum tax withholding obligation, and to the extent that any tax obligation balance remains, such amount shall be withheld from your following payroll cycle, if applicable.

3. **No Stockholder Rights.** Unless and until such time as Shares are issued in settlement of vested RSUs, Participant shall have no ownership of the Shares allocated to the RSUs and shall have no right to dividends or to vote such Shares.

4. **Dividend Equivalents.** Dividends, if any (whether in cash or Shares), shall not be credited to Participant.

5. **No Transfer.** The RSUs and any interest therein shall not be sold, assigned, transferred, pledged, hypothecated, or otherwise disposed of.

6. **Termination.** If Participant's service Terminates for any reason, all unvested RSUs shall be forfeited to the Company forthwith, and all rights of Participant to such RSUs shall immediately terminate. In case of any dispute as to whether Termination has occurred, the Committee shall have sole discretion to determine whether such Termination has occurred and the effective date of such Termination.

7. **U.S. Tax Consequences.** Participant acknowledges that there will be tax consequences upon settlement of the RSUs or disposition of the Shares, if any, received in connection therewith, and Participant should consult a tax adviser regarding Participant's tax obligations prior to such settlement or disposition. Upon vesting of the RSU, Participant will include in income the fair market value of the Shares subject to the RSU. The included amount will be treated as ordinary income by Participant and will be subject to withholding by the Company when required by applicable law. Upon disposition of the Shares, any subsequent increase or decrease in value will be treated as short-term or long-term capital gain or loss, depending on whether the Shares are held for more than one year from the date of settlement. Further, an RSU may be considered a deferral of compensation that may be subject to Section 409A of the Code. Section 409A of the Code imposes special rules to the timing of making and effecting certain amendments of this RSU with respect to distribution of any deferred compensation. You should consult your personal tax advisor for more information on the actual and potential tax consequences of this RSU.

8. **Acknowledgement.** The Company and Participant agree that the RSUs are granted under and governed by the Notice, this Agreement and the provisions of the Plan. Participant: (i) acknowledges receipt of a copy of the Plan and the Plan prospectus, (ii) represents that Participant has carefully read and is familiar with their provisions, and (iii) hereby accepts the RSUs subject to all of the terms and conditions set forth herein and those set forth in the Plan and the Notice.

9. **Entire Agreement; Enforcement of Rights.** This Agreement, the Plan and the Notice constitute the entire agreement and understanding of the parties relating to the subject matter herein and supersede all prior discussions between them. Any prior agreements, commitments or negotiations concerning the purchase of the Shares hereunder are superseded. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, shall be effective unless in writing and signed by the parties to this Agreement. The failure by either party to enforce any rights under this Agreement shall not be construed as a waiver of any rights of such party.

10. **Compliance with Laws and Regulations.** The issuance of Shares will be subject to and conditioned upon compliance by the Company and Participant with all applicable state and federal laws and regulations and with all applicable requirements of any stock exchange or automated quotation system on which the Company's Common Stock may be listed or quoted at the time of such issuance or transfer.

11. **Governing Law; Severability.** If one or more provisions of this Agreement are held to be unenforceable under applicable law, the parties agree to renegotiate such provision in good faith. In the event that the parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (i) such provision shall be excluded from this Agreement, (ii) the balance of this Agreement shall be interpreted as if such provision were so excluded and (iii) the balance of this Agreement shall be enforceable in accordance with its terms. This Agreement and all acts and transactions pursuant hereto and the rights and obligations of the parties hereto shall be governed, construed and interpreted in accordance with the laws of the State of California, without giving effect to principles of conflicts of law.

12. **No Rights as Employee, Director or Consultant**. Nothing in this Agreement shall affect in any manner whatsoever the right or power of the Company, or a Parent or Subsidiary of the Company, to terminate Participant's service, for any reason, with or without cause.

By your signature and the signature of the Company's representative on the Notice, Participant and the Company agree that this RSU is granted under and governed by the terms and conditions of the Plan, the Notice and this Agreement. Participant has reviewed the Plan, the Notice and this Agreement in their entirety, has had an opportunity to obtain the advice of counsel prior to executing this Agreement, and fully understands all provisions of the Plan, the Notice and this Agreement. Participant hereby agrees to accept as binding, conclusive and final all decisions or interpretations of the Committee upon any questions relating to the Plan, the Notice and this Agreement. Participant further agrees to notify the Company upon any change in Participant's residence address.

Exhibit 10.14

CERTAIN CONFIDENTIAL INFORMATION CONTAINED IN THIS DOCUMENT, MARKED BY [***], HAS BEEN OMITTED BECAUSE IT IS NOT MATERIAL AND IS THE TYPE THAT THE REGISTRANT TREATS AS PRIVATE AND CONFIDENTIAL.

AMENDED AND RESTATED COLLABORATION AND LICENSE AGREEMENT

This AMENDED AND RESTATED COLLABORATION AND LICENSE AGREEMENT (the "**Agreement**") is executed on November 20, 2018 (the "**Effective Date**") (as defined below) by and between DexCom, Inc., ("**DexCom**") having its principal place of business at 6340 Sequence Drive, San Diego, California 92121, Verily Ireland Limited ("**VIL**") having its principal place of business at 70 Sir John Rogerson's Quay, Dublin 2, Ireland and Verily Life Sciences LLC (formerly Google Life Sciences LLC) ("**VLS**" and together with VIL, "**Verily**"), having its principal place of business at 1600 Amphitheatre Parkway, Mountain View, California 94043, and amends and restates in its entirety that certain Collaboration and License Agreement dated as of August 10, 2015 ("**Original Effective Date**") by and between DexCom and Verily (as amended by Amendment No. 1 thereto effective as of October 25, 2016, the "**Original Agreement**"). DexCom and Verily are each referred to herein by name or, individually, as a "**Party**" or, collectively, as "**Parties**."

BACKGROUND

A. Verily has rights to certain proprietary technologies related to electronic devices and assemblies for glucose monitoring, including receiving and transmitting electronic signals in connection therewith.

B. DexCom develops, manufactures and distributes continuous glucose monitoring systems and components of such systems, and has rights to certain proprietary technologies relating to such systems.

C. Verily and DexCom wish to collaboratively develop Future Products (as defined below) and for DexCom to commercialize such Future Products, all on the terms and conditions set forth herein.

D. In order to better align the goals and interests of the parties, Verily and DexCom wish to amend certain terms of the Original Agreement, and to restate the Original Agreement, as so amended, in its entirety in this Agreement, all on the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the mutual covenants and agreements provided herein below and other consideration, the receipt and sufficiency of which is hereby acknowledged, DexCom and Verily hereby agree as follows:

Article 1.
DEFINITIONS

The following capitalized terms shall have the meanings given in this Article 1 when used in this Agreement:

1.1 "**510(k)**" means a pre-market notification submitted to the FDA for clearance under Section 510(k) of the FD&C Act, 21 U.S.C. § 360(k), and 21 C.F.R. Part 807, Subpart E.

1.2 "**Acceptance Submission Notice**" has the meaning set forth in Section 3.9.1.

1.3 "**Acquirer**" means a Third Party with whom DexCom enters into a definitive agreement pursuant to which a Change of Control is effected.

1.4 "**Additional Product**" means any [***] that the Parties agree to [***] hereunder in accordance with Section 4.3, as such [***] may be updated or upgraded pursuant to the Final Additional Product Supplement.

1.5 "**Adverse Event**" means, with respect to a Product, any reportable event, as defined in the United States under 21 C.F.R. § 803.3 (or other applicable Law in the Territory) or pursuant to Good Clinical Practice.

1.6 "**Affiliate**" means (a) with respect to Verily, the subsidiaries of Verily, and (b) with respect to DexCom, any Person directly or indirectly controlling, controlled by or under common control with DexCom. For purposes of this Section 1.5 only, "control" means (a) direct or indirect ownership of more than fifty percent (50%) (or, if less than fifty percent (50%), the maximum ownership interest permitted by applicable Law) of the stock or shares having the right to vote for the election of directors of such corporate entity or (b) the possession, directly or indirectly, of the power to direct, or cause the direction of, the management or policies of such entity, whether through the ownership of voting securities, by contract or otherwise. For the avoidance of doubt, the following shall not be Affiliates of Verily for purposes of this Agreement: (i) Alphabet Inc. or any subsidiaries of Alphabet Inc. other than Verily and its subsidiaries; (ii) Google LLC or any subsidiaries of Google LLC; (iii) Calico LLC, (iv) all portfolio companies of GV Management Company, L.L.C., CapitalG Management

Company LLC or any other investment arm of Verily or Google Inc.; (v) all portfolio companies of Verily or Google Inc. or its subsidiaries in which such entity or entities hold securities primarily for investment purposes, and (vi) any joint venture entity formed by Verily or its subsidiaries together with one or more Third Parties unless Verily possesses the power to wholly-control such joint venture entity, whether through the ownership of voting securities, by contract, or otherwise.

1.7 "**Agreement**" has the meaning set forth in the Preamble.

1.8 "**Alliance Manager**" means the individual appointed by a Party to act as alliance manager for that Party.

1.9 "**Alphabet**" means Alphabet Inc. having its principal place of business at 1600 Amphitheatre Parkway, Mountain View, CA 94043.

1.10 "**Alternative Product**" means (a) any [***], or (b) if [***] elects not to submit [***] with respect to the applicable [***], then any [***], provided, however, that if [***], it being understood that in no event shall [***]. [***] shall be deemed to have occurred if either of the following occurs: [***]; or (ii) [***]. Notwithstanding the foregoing, with respect to any [***]. A [***] shall be subject to this Section 1.9 only if [***]. For purposes of this definition:

(i) "**[***]**" means a [***] that (in each case as compared to the [***] (1) comprises or utilizes (a) [***], (b) [***], (c) [***], (d) [***], (e) [***], (f) [***], and/or (g) [***], and (2) [***];

(ii) "**Sublicensee**" means a Third Party that has [***]; and

(iii) "[***]" means that [***].

1.11 "**Antitrust Clearance Date**" has the meaning set forth in the Stock Purchase Agreement.

1.12 "**Antitrust Law**" has the meaning set forth in the Stock Purchase Agreement.

1.13 "**Assigned Software**" means any [***] which (a) is [***] and/or (b) [***].

1.14 "**Bankruptcy Code**" has the meaning set forth in Section 14.12.

1.15 "**[***]**" has the meaning set forth in Section 7.1.2(b).

1.16 "**Business Day**" means any day other than a Saturday, Sunday or any other day on which commercial banks in the State of California, U.S.A. are authorized or required by Law to remain closed.

1.17 "**[***]**" means any of the following [***]: (a) [***]; and/or (b) [***].

1.18 "**[***]**" means any and all [***], (i) whether on a standalone basis or as integrated into, or connected with, other products, systems ([***]), or components (including but not limited to the Products), whether or not such products, systems, or components [***], and (ii) whether or not such [***]. [***] may include the following to the extent used or incorporated in such [***]: (a) [***]. [***] exclude [***]. If there is another method for [***] and the Parties agree in writing [***], then this definition will be expanded to include that method.

1.19 "**Change of Control**" means any merger, consolidation, sale of substantially all of the assets to which this Agreement relates, or similar transaction or series of transactions in which DexCom is the entity being acquired or selling such assets.

1.20 "**Chief Executive**" means the Chief Executive Officer of DexCom and/or the Chief Executive Officer of Verily, as applicable.

1.21 "**Collaboration**" means any and all activities performed by or on behalf of each Party under this Agreement.

1.22 "**Collaboration IP**" means any and all IP in subject matter conceived, developed or (in the case of IP in Software) authored by or on behalf of a Party and/or its Affiliates, and/or any Third Party acting on such Party's behalf (or employees of the foregoing), in each case in the course of performing activities under the [***], and/or activities that have been or will be conducted under this Agreement, [***], at any time during the period

from the Original Effective Date through the end of the Term of this Agreement (including, for the sake of clarity, the period beginning as of the Original Effective Date and ended on the Effective Date).

1.23 "**Collaboration Patent**" means any Patent that claims Collaboration IP.

1.24 "**Commercialization**" means, with respect to a [***] in connection with or support of any of the foregoing. Commercialization also includes activities with respect to [***]. "**Commercialize**" and "**Commercializing**" have their correlative meanings.

1.25 "**Commercialization Plan**" means a [***].

1.26 "**Commercially Reasonable Efforts**" means, with respect to a Party, the efforts and resources normally applied by such Party to its other programs and products of similar commercial potential at a similar stage in its product life, but no less than a sustained, continued and active commitment of efforts and resources (financial and otherwise) consistent with those normally applied in the medical device industry for novel, high-priority programs and products of similar commercial potential, provided that the determination of efforts and resources applied (or to be applied) by DexCom shall not take into consideration any of the payments made or to be made (including the possibility thereof) by DexCom to Verily under this Agreement. Without limiting the foregoing, Commercially Reasonable Efforts shall require the applicable Party to: (a) promptly assign responsibilities for activities for which it is responsible to specific employee(s) who are held accountable for the progress, monitoring and completion of such activities, (b) set and consistently seek to achieve meaningful objectives for carrying out such activities, and (c) consistently make and implement decisions and allocate the full complement of resources necessary or appropriate to advance progress with respect to and complete such objectives in an expeditious manner.

1.27 "**Communication IP**" means Collaboration IP in subject matter consisting of [***].

1.28 "**Competing Program**" means a [***].

1.29 "**Completed Deliverables**" has the meaning set forth in Section 3.9.1.

1.30 "**Confidential Information**" has the meaning set forth in Section 10.1.

1.31 "**Controlled**" means, with respect to any item of IP, the possession (whether by ownership or license, other than a license granted by one Party to the other pursuant to this Agreement), by a Party (or its Affiliates) of the ability to grant to the other Party an assignment, exclusivity, access, a license or a sublicense (as applicable), or a covenant, or to extend other rights as provided in this Agreement, to such IP, without violating the terms of any agreement or other arrangements with any Affiliate or Third Party existing at the time such Party (or its Affiliates) would be first required to grant any such assignment, exclusivity, access, license, sublicense, covenant, or any other right under this Agreement. For clarity, in the event an item of IP is "Controlled" by a Party as of the Original Effective Date or thereafter during the term of the Original Agreement and/or the Term, and is subsequently transferred to an Affiliate of such Party or a Third Party, such item shall continue to be covered by the licenses granted under this Agreement following such transfer (to the same extent, if any, that it was covered prior to such transfer).

1.32 "**[***]**" means, [***].

1.33 "**Defending Party**" has the meaning set forth in Section 9.4.

1.34 "**DexCom Indemnitees**" has the meaning set forth in Section 11.4.1.

1.35 "**Development**" means, with respect to a product, any and all development activities, including, to the extent applicable, use, electrical and mechanical design, chemistry and materials development, software and firmware development, [***] development and scale-up, design and process verification and validation, test method development, biocompatibility and toxicology, quality assurance/quality control development, statistical analysis, primary packaging development, [***] in support of Regulatory Approvals, [***] for the purposes of obtaining Regulatory Approvals, and development and implementation of (a) [***], (b) [***] and (c) [***]. "**Develop**" and "**Developed**" have their correlative meaning.

1.36 "**Development Completion**" means, with respect to a [***] completion of its obligations [***].

1.37 "**DexCom [***]**" has the meaning set forth in Section 7.1.5.

1.38 "**DexCom Deliverable**" has the meaning set forth in Section 11.4.3.

1.39 "**Development Plan**" means (a) [***] and (b) [***], the terms of which are incorporated by reference herein, as such plans may be amended or updated as provided in this Agreement (including any amendments [***]). The Parties acknowledge and agree that the [***], in effect as of the Effective Date, have been exchanged between the Parties in (or as one or more attachments to) a signed letter on the date hereof; provided, however, that the [***] is, as of the Effective Date, tentative and will be effective only upon mutual agreement of the Parties within ninety (90) days after the Effective Date.

1.40 "**[***]**" has the meaning set forth in Section 3.1.

1.41 "**DexCom**" has the meaning set forth in the Preamble.

1.42 "**DexCom Background IP**" means any and all IP (other than Collaboration IP) Controlled by DexCom and its Affiliates as of the Effective Date and/or at any time between the Effective Date and the end of the Term.

1.43 "**DexCom [***]**" means any present or future (a) [***], or (b) [***].

1.44 "**DexCom Collaboration IP**" has the meaning set forth in Section 9.1.1.

1.45 "**DexCom Collaboration Patents**" means any Collaboration Patents solely owned by DexCom and/or its Affiliates.

1.46 "**DexCom Common Stock**" means shares of common stock of DexCom.

1.47 "**DexCom Delay**" has the meaning set forth in Section 3.8.1.

1.48 "**DexCom IP**" means DexCom Collaboration IP and DexCom Background IP.

1.49 "**DexCom Other Collaboration IP**" means Collaboration IP in subject matter consisting of (i) [***] and/or (ii) [***], in each case (i) and (ii) where such Collaboration IP is conceived, developed, and/or authored solely by or on behalf of DexCom, and/or its Affiliates, and/or a Third Party acting on DexCom's behalf (or employees of the foregoing).

1.50 "**DexCom Programs**" means DexCom's programs [***].

1.51 "**Dispute**" has the meaning set forth in Section 13.1.

1.52 "**Enforcement Action**" has the meaning set forth in Section 9.5.2.

1.53 "**Enforcing Party**" has the meaning set forth in Section 9.5.4.

1.54 "**Effective Date**" has the meaning set forth in the preamble.

1.55 "**[***]**" means [***].

1.56 "**[***]**" means [***].

1.57 "**Executive Sponsor**" has the meaning set forth in Section 2.1.

1.58 "**Existing Distribution Agreement**" means that certain [***].

1.59 "**FDA**" means the United States Food and Drug Administration, or any successor agency thereto.

1.60 "**Final Additional Product Supplement**" has the meaning set forth in Section 4.3.

1.61 "**First Product**" means the [***].

1.62 "**Force Majeure Event**" has the meaning set forth in Section 14.9.

1.63 "**Future Products**" means the Products other than the First Product.

1.64 "**Good Clinical Practice**" means generally accepted standards for design, conduct, performance, monitoring, auditing, analysis and reporting of clinical trials.

1.65 "**[***]**".

1.66 "**HSR Act**" means the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, and the rules and regulations promulgated thereunder.

1.67 "**Incentive Milestone Event**" has the meaning set forth in Section 8.2.3.

1.68 "**Indemnify**" has the meaning set forth in Section 11.4.1.

1.69 "**Initial VWAP**" means (i) if the Agreement is announced by press release prior to the open of trading on the Nasdaq Stock Market on the Effective Date, the VWAP of DexCom Common Stock on the day prior to the Effective Date, or (ii) if the Agreement is announced by press release after the close of trading on the Nasdaq Stock Market on the Effective Date, the VWAP of DexCom Common Stock on the Effective Date.

1.70 "**[***]**" has the meaning set forth in Section 7.6.1(a).

1.71 "**[***]**" has the meaning set forth in Section 7.6.3(e).

1.72 "**Infringing Product**" has the meaning set forth in Section 9.5.1.

1.73 "**IP**" means any and all intellectual property rights of every kind throughout the world, including any and all: (a) Patents, (b) rights in Software, (c) rights in Know-How, (d) copyrights, and registrations and applications for copyrights, and (e) rights and remedies against past, present and future infringement, misappropriation, or other violation thereof with respect to any of the foregoing**.**

1.74 "**Joint Collaboration IP**" means any and all Collaboration IP (other than the DexCom Collaboration IP and the Verily Collaboration IP). For clarity, Joint Collaboration IP shall include any and all Communication IP.

1.75 "**Joint Collaboration Know-How**" has the meaning set forth in Section 10.2.

1.76 "**Joint Collaboration Patent**" any Collaboration Patent jointly owned by Verily and DexCom.

1.77 "**Know-How**" means any proprietary data, results, material(s), technology, and nonpublic information of any type whatsoever, in any tangible or intangible form, including information, techniques, technology, prototypes, practices, commercial models (including product pricing and/or reimbursement models or strategies), trade secrets, software, algorithms, discoveries, developments, inventions (whether patentable or not), methods, knowledge, know-how, skill, experience, chemical, pharmacological, toxicological and clinical test data and results, protocols and process for the conduct of pre-clinical and clinical studies, analytical and quality control results or descriptions, software and algorithms, reports and study reports.

1.78 "**Launch**" means the first bona fide, arm's length commercial sale of a Product that makes such Product generally commercially available in any country following receipt of Marketing Approval for such Product in such country. "**Launched**" has its correlative meaning.

1.79 "**Law**" means, individually and collectively, any and all laws, ordinances, orders, rules, rulings, directives and regulations of any kind whatsoever of any governmental authority or Regulatory Authority within the applicable jurisdiction.

1.80 "**Losses**" has the meaning set forth in Section 11.4.1.

1.81 "**Manufacture**" means all activities involved in manufacturing, preparing, quality control, testing, packaging and storing any of the products. "**Manufacturing**" has its correlative meaning.

1.82 "**Marketing Approval**" means, with respect to a Product in a particular jurisdiction, all clearances, approvals, licenses, registrations or authorizations necessary for the Commercialization of such Product in such jurisdiction in the indication(s) specified in the Specifications, including, only where mandatory for Commercialization of such Product, approval of labeling, price or reimbursement.

1.83 "**Milestone Date VWAP**" means, with respect to a Milestone Event, the VWAP of DexCom Common Stock as determined on the date that such Milestone Event is first achieved, as equitably adjusted to reflect any stock split, stock dividend, combination, reclassification, recapitalization or other similar event involving DexCom Common Stock.

1.84 "**Milestone Event**" has the meaning set forth in Section 8.2.1.

1.85 "**Milestone Payment**" has the meaning set forth in Section 8.2.1.

1.86 "**Onduo**" means Onduo, LLC, having its principal place of business at 55 Chapel Street Suite 10, Newton, Massachusetts 02458.

1.87 "**Original Agreement**" has the meaning set forth in the Preamble.

1.88 "**Original [***]**" means the [***] as defined under the Original Agreement as in effect at any relevant time during the term of the Original Agreement.

1.89 "**Outside Software**" has the meaning set forth in Section 2.3.2.

1.90 "**Party**" has the meaning set forth in the Preamble.

1.91 "**Patent**" means any of the following, whether existing now or in the future anywhere in the world: (a) any issued patent, including inventor's certificates, substitutions, extensions, confirmations, reissues, reexamination, renewal or any like governmental grant for protection of inventions; and (b) any pending application for any of the foregoing, including any continuation, divisional, substitution, continuations-in-part, provisional and converted provisional applications.

1.92 "**Permitted Encumbrances**" means the agreements between Verily and/or its Affiliates, Alphabet, or Alphabet Affiliates and a Third Party with respect to the Verily IP in the [***], as set out at Exhibit 1.92.

1.93 "**Person**" means any individual, corporation, partnership, association, joint-stock company, trust, unincorporated organization or government or political subdivision thereof.

1.94 "**Phase Gate IV**" means the date of completion of the design validation, clinical pivotal trial (if applicable), and process validation for the applicable Product, in accordance with DexCom's standard operating procedures [***].

1.95 "**PMA**" means a pre-market approval application submitted to the FDA for approval in accordance with 21 U.S.C. § 360(e) and 21 C.F.R. Part 814.

1.96 "**Pricing Assumptions**" means that (a) [***]; (b) [***]; (c) [***]; (d) [***], (e) [***], and (f) [***].

1.97 "**Pricing Expectations**" has the meaning set forth in Section 7.6.5(a).

1.98 "**[***]**" means a [***]. For clarity, [***].

1.99 "**Prior Agreements**" has the meaning set forth in Section 10.5.

1.100 "**Product**" means the First Product, Second Product, the Third Product (if agreed by DexCom pursuant to Section 3.1.1), and/or any Additional Product (if agreed by the Parties pursuant to Section 4.3).

1.101 "**Product Deadlines**" means the deadlines for the completion of Development, Regulatory Filing in the U.S. and EU and Launch in the U.S. and EU for the [***]. The Product Deadlines for such Development, Regulatory Filing(s) [***] are also referred to as "**Product Development Deadlines**." The Product Deadlines for such Launch in the U.S. and EU are also referred to as "**Product Launch Deadlines**."

1.102 "**Product Development Obligations**" means the development, clinical and regulatory obligations of [***].

1.103 "**Proposed Additional Product Supplement**" has the meaning set forth in Section 4.3.

1.104 "**Proposed Third Product Supplement**" has the meaning set forth in Section 3.1.1.

1.105 "**Prosecution and Maintenance**" means, with respect to a Patent, the preparing, filing, prosecuting and maintenance of such Patent, as well as reexaminations, reissues, requests for Patent term extensions and the like with respect to such Patent, together with the conduct of interferences, the defense of post-grant reviews, *inter partes* reviews, oppositions and other similar proceedings with respect to the particular Patent; and "**Prosecute and Maintain**" shall have the correlative meaning.

1.106 "**Regulatory Approval**" means, with respect to a Product in a particular jurisdiction, any Marketing Approval and all clearances, approvals, licenses, registrations or authorizations necessary for the Development or Manufacture of such Product in such jurisdiction.

1.107 "**Regulatory Authority**" means any federal, national, multinational, state, provincial or local regulatory agency, department, bureau or other governmental entity, agency or other organization (e.g., notified bodies) with authority over the Development, Manufacture, Commercialization or other use or exploitation (including the granting of Marketing Approvals) of any Product in any jurisdiction, including the FDA.

1.108 "**Regulatory Filing**" means any filing, application or submission for Regulatory Approval, and any notification and other correspondence made to or with a Regulatory Authority in connection with a Regulatory Approval, in each case that are necessary or reasonably desirable in Development, Manufacture or Commercialization in a particular country, whether submitted before or after a Marketing Approval in the country, including a PMA, a 510(k), or any other pre-market notification of intent, including any Regulatory Approvals, in each case with respect to a Product.

1.109 "**Required Party**" has the meaning set forth in Section 10.4.

1.110 "**Second Product**" means the [***].

1.111 "**[***]**" means [***] in subject matter consisting of: (a) [***], (b) [***], (c) [***], (d) [***], (e) [***], or (f) any combination thereof.

1.112 "**Software**" means software source code, object code, and any associated technical documentation, including, if applicable, the associated graphical interface, images, design materials, and schema design.

1.113 "**Specifications**" means, with respect to a Product or component, written functional, performance, form and configuration specifications, cost objectives and technical designs, and proposed indications for use, of or for such Product or component that are consistent with the technological capabilities of such Product or component and are intended to support the market requirements for such Product, together with the acceptance criteria for such Product or component, [***].

1.114 "**Standalone Product Limitation**" has the meaning set forth in Section 7.1.2(b).

1.115 "**Statement of Work**" means a writing executed by the Parties that sets forth the services to be rendered by Verily and any terms and conditions related to such services.

1.116 "**Stock Purchase Agreement**" has the meaning set forth in Section 8.6.

1.117 "**Suppliers**" has the meaning set forth in Section 7.6.1(a).

1.118 "**Supply Agreements**" has the meaning set forth in Section 7.6.1(a).

1.119 "**Technical Lead**" has the meaning set forth in Section 2.1.4.

1.120 "**Term**" has the meaning set forth in Section 12.1.

1.121 "**Territory**" means [***].

1.122 "**Third Party**" means any Person other than DexCom, Verily or their respective Affiliates.

1.123 "**Third Party Claim**" has the meaning set forth in Section 11.4.1.

1.124 "**Third Product**" means the [***], if any, developed pursuant to Section 3.1.1, as such [***] may be updated or upgraded. For the avoidance of doubt, all references to Third Product in this Agreement, except

for the restrictive covenant set forth in Section 3.1.1, shall apply if and only if DexCom elects to proceed with Third Product development as set forth in Section 3.1.1 and shall otherwise have no effect in this Agreement.

1.125 "**Third Product Negotiation Period**" has the meaning set forth in Section 3.1.1.

1.126 "**Third Product Supplement**" has the meaning set forth in Section 3.1.1.

1.127 "**Total Product Revenue**" means total net revenue attributable to the sale by DexCom and/or its Affiliates of the First Product, Second Product, Third Product, and/or any Alternative Product, as calculated in accordance with GAAP, consistent with DexCom's revenue disclosed in DexCom's financial statements filed with the SEC in its periodic (quarterly and annual) reports. If a Product (or Alternative Product) is Commercialized, directly or indirectly, in a manner that is combined or integrated with any product or service that is not a Product ("**Combination Product**"), the portion of the total net revenue attributable to the Product (or Alternative Product) shall be calculated by [***].

1.128 "**Trademark**" means any trademark, trade name, service mark, service name, brand, domain name, trade dress, logo, slogan or other indicia of origin or ownership, including registrations and applications therefor and the goodwill and activities associated with each of the foregoing.

1.129 "**Upfront Payment Amount**" has the meaning set forth in Section 8.1.

1.130 "**Upfront Shares**" has the meaning set forth in Section 8.1.

1.131 "**Verily**" has the meaning set forth in the Preamble.

1.132 "**Verily Background IP**" means any and all IP (other than Collaboration IP) Controlled by Verily and/or its Affiliates as of the Effective Date and/or at any time during the Term.

1.133 "**Verily [***]**" has the meaning set forth in Section 4.3.

1.134 "**Verily Collaboration IP**" means Verily Software IP and Verily Retained Know-How.

1.135 "**Verily Delay**" has the meaning set forth in Section 3.1.2.

1.136 "**Verily Deliverable**" has the meaning set forth in Section 11.4.1.

1.137 "**Verily Development Services**" means [***] to support the [***].

1.138 "**Verily Indemnitees**" has the meaning set forth in Section 11.4.3.

1.139 "**Verily Infrastructure Services**" means [***].

1.140 "**Verily IP**" means, collectively, (i) Verily Collaboration IP, (ii) Verily Licensed Patents, and (iii) Verily Know-How.

1.141 "**Verily Know-How**" means any and all Know-How (a) incorporated by Verily into the First Product, Second Product, Third Product and/or any Additional Product or (b) otherwise used by Verily for its performance of [***].

1.142 "**Verily Licensed Patents**" means (a) (i) the [***], (ii) any Patents that are entitled to claim priority to the foregoing Patents, and (iii) any Patents hereafter issuing on any of the Patents described in clause (i) or (ii) above, (b) [***], and/or (c) any other Patents that are Controlled by Verily (and/or its Affiliates) as of the Effective Date and/or at any time between the Effective Date and the end of the Term (excluding any Patents that are Verily Software IP), which Patents under (c) claim or cover the First Product, Second Product, Third Product and/or any Additional Product.

1.143 "**[***]**" means the Patents listed in Exhibit 1.143.

1.144 "**[***]**" means the Patents listed in Exhibit 1.144.

1.145 "**Verily Milestone Shares**" has the meaning set forth in Section 8.2.1.

1.146 "**Verily Platform**" means the [***] platform developed by or on behalf of [***], which platform (a) [***] and (b) [***].

1.147 "**Verily Programs**" means Verily's programs for [***].

1.148 "**Verily Program Notice**" has the meaning set forth in Section 4.2.

1.149 "**Verily Program [***]**" has the meaning set forth in Section 4.2.

1.150 "**Verily Retained Know-How**" has the meaning set forth in Section 9.1.4.

1.151 "**Verily Services**" means, collectively, the [***].

1.152 "**Verily Software IP**" means [***].

1.153 "**Verily Trademarks**" means the Trademarks set forth on Exhibit 1.153 or such replacements therefor as may be designated by Verily from time to time.

1.154 "**Verily Upfront Shares**" has the meaning set forth in Section 8.1.

1.155 "**VWAP**" means, with respect to a publicly traded stock and a specified end date, the volume weighted average trading price of such stock during a period of fifteen (15) consecutive trading days ending on the specified end date, calculated utilizing "VWAP" in the Bloomberg function VAP.

1.156 Interpretation. The captions and headings to this Agreement are for convenience only, and are to be of no force or effect in construing or interpreting any of the provisions of this Agreement. Unless specified to the contrary, references to Articles, Sections or Exhibits mean the particular Articles, Sections or Exhibits to this Agreement and references to this Agreement include all Exhibits hereto. Unless context otherwise clearly requires, whenever used in this Agreement: (a) the words "include" or "including" shall be construed as incorporating, also, "but not limited to" or "without limitation;" (b) the word "day" or "year" means a calendar day or year unless otherwise specified; (c) the word "notice" means notice in writing (whether or not specifically stated) and shall include notices, consents, approvals and other communications contemplated under this Agreement; (d) the words "hereof," "herein," "hereby" and derivative or similar words refer to this Agreement (including any Exhibits); (e) the word "or" shall be construed as the inclusive meaning identified with the phrase "and/or;" (f) provisions that require that a Party, the Parties or the Executive Sponsors "agree," "consent" or "approve" or the like shall require that such agreement, consent or approval be specific and in writing, whether by written agreement, letter, approved minutes or otherwise; (g) words of any gender include the other gender; (h) words using the singular or plural number also include the plural or singular number, respectively; (i) references to any specific law, rule or regulation, or article, section or other division thereof, shall be deemed to include the then-current amendments thereto or any replacement law, rule or regulation thereof; and (j) neither Party nor its Affiliates shall be deemed to be acting "on behalf of" or "under authority of" the other Party hereunder. This Agreement has been prepared jointly and shall not be strictly construed against either Party. Ambiguities, if any, in this Agreement shall not be construed against any Party, irrespective of which Party may be deemed to have authored the ambiguous provision.

Article 2.
GOVERNANCE

2.1 Executive Sponsors. The Parties will each appoint an individual to act as executive sponsor for that Party (each, an "**Executive Sponsor**"). The Executive Sponsors shall provide oversight with respect to the Development of the Products and the Parties' respective activities to be conducted under this Agreement. The initial Executive Sponsor for DexCom shall be [***] and for Verily shall be [***]. The name and contact information for any replacement Executive Sponsor(s) chosen by a Party in its sole discretion from time to time, shall be promptly provided to the other Party in writing.

2.1.1 Meetings. The Executive Sponsors will meet [***], and more or less frequently as the Parties mutually deem appropriate, on such dates, and at such places and times, as provided herein or as the Parties shall agree. Meetings of the Executive Sponsors may occur [***]; provided, that at least [***] of the Executive Sponsor meetings per calendar year shall be held in person. [***]. As appropriate, other employee representatives of the Parties may attend meetings of the Executive Sponsors as nonvoting observers, but no personnel of a Party's Affiliates or of a Third Party may attend unless otherwise mutually agreed to by the Parties. Each Party may also call for special meetings to resolve particular matters requested by such Party.

2.1.2 Decision Making. Decisions of the Executive Sponsors shall be made [***]. Each Party shall work in good faith to [***] and act in the general spirit of cooperation (taking into consideration the scope of the Executive Sponsors' authority and the principles set forth in Sections 2.2.1 and 2.2.2) and in no event shall either Party unreasonably withhold, condition or delay any approval or other decision of the Executive Sponsors. Except as set forth in Section 3.3, in the event that the Executive Sponsors fail [***] with respect to a particular matter within its authority, then either Party may, by notice to the other Party, have such matter referred to [***] for resolution by good faith discussions for a period of at least fifteen (15) Business Days. In the event that [***] are unable to reach agreement with respect to such matter within such fifteen (15) Business Days, then the dispute shall be resolved pursuant to Article 13, provided that each Party shall retain final decision-making authority with respect to [***] (so long as in compliance with this Agreement).

2.1.3 Alliance Managers. Each Party shall appoint an Alliance Manager, who will serve as a primary point of contact between the Parties, and who shall be responsible for communicating the status of activities under this Agreement to its Executive Sponsor and to the other Party's Alliance Manager. The initial Alliance Manager for DexCom shall be [***] and for Verily shall be [***]. The Alliance Managers shall be the primary point of contact for the Parties with respect to the activities to be conducted under this Agreement. The name and contact information for the Alliance Managers, as well as any replacement(s) chosen by either Party in their sole discretion from time to time, shall be promptly provided to the other Party in writing.

2.1.4 Technical Leads. The Parties will each appoint an individual to act as a technical lead for that Party (each, a "**Technical Lead**"). The initial Technical Lead for DexCom shall be [***], and for Verily shall be [***] and [***]. The name and contact information for the Technical Leads, as well as any replacement(s) chosen by either Party in their sole discretion from time to time, shall be promptly provided to the other Party in writing. The Technical Leads shall be responsible for (i) communicating on day-to-day implementation [***] with the other Technical Lead, and (ii) proposing updates or amendments [***] to the Executive Sponsors in accordance with Section 3.3.

2.2 Authority.

2.2.1 General. Notwithstanding the appointment of the Executive Sponsors, each Party shall retain the rights, powers and discretion granted to it hereunder, and the Executive Sponsors shall not be delegated or vested with rights, powers or discretion unless such delegation or vesting is expressly provided herein, or the Parties expressly so agree in writing. The Executive Sponsors shall not have the power to (i) amend, modify or waive compliance with this Agreement, (ii) to determine whether or not a Party has met its diligence or other obligations under the Agreement, or (iii) to determine whether or not a breach of this Agreement has occurred, and no decision of the Executive Sponsors shall be in contravention of any terms and conditions of this Agreement.

2.2.2 Guiding Principles. The Executive Sponsors shall perform their responsibilities under this Agreement based on the principles of prompt and diligent Development and Commercialization of Future Products in [***] throughout the Territory, consistent with Commercially Reasonable Efforts.

2.3 Day-to-Day Responsibilities.

2.3.1 Each Party shall: (a) be responsible for its day-to-day activities hereunder, provided that such activities are consistent with the express terms of this Agreement or the decisions of the Executive Sponsors within the scope of their authority specified herein; and (b) keep the other Party informed as to the progress of such activities as reasonably requested by the other Party and as otherwise determined by the Executive Sponsors. Without limiting the foregoing, (i) the Executive Sponsor of each Party shall promptly notify the Executive Sponsor of the other Party after becoming aware of circumstances that are reasonably likely to result in a delay in achieving a Product Deadline, achieving Phase Gate IV, or providing a Verily Service (as the case may be); [***].

2.3.2 The Parties' Technical Leads shall discuss use of Third Party Software or Software developed [***] ("**Outside Software**") as proposed to be incorporated into or relied on by any Assigned Software, in advance of delivery of such Assigned Software. If such use of Outside Software adversely impacts DexCom's IP rights in such Assigned Software or the licensing terms for such Outside Software would impose restrictions or obligations on DexCom as a result of such use, then Verily will not use such Outside Software in or with the Assigned Software without first obtaining approval from DexCom, such approval not to be unreasonably withheld. For clarity, DexCom's approval of a whitelisted open source license constitutes an approval of the use of any Outside Software under such whitelisted open source license for purposes of the foregoing.

Article 3.
DEVELOPMENT; DILIGENCE

3.1 General. Subject to oversight and review of the Executive Sponsors, Verily and DexCom shall conduct a program to Develop the Second Product and, at DexCom's option in accordance with Section 3.1.1, the Third Product, in each case, on a collaborative basis and in accordance with the [***] (the "[***]"). Each Party shall use [***]. In addition, Verily shall, at its own cost, use [***], until Verily's Development Completion of such Verily Services or the end date specified for such Verily Services [***], whichever is earlier. In accordance with Section 8.11, each Party will bear its own costs in performing its obligations [***] except as otherwise expressly provided herein or otherwise agreed by the Parties. Notwithstanding anything to the contrary in this Agreement, as of the Effective Date, neither Party shall have any Development, Commercialization, support, manufacturing, or other performance obligations with respect to the First Product or otherwise [***].

3.1.1 Third Product. Commencing on the Effective Date, DexCom shall cooperate with Verily in good faith, and shall make its personnel available for discussion with Verily upon Verily's reasonable request, for purposes of evaluating and drafting Third Product requirements. [***]. The Parties shall [***]. Product deadlines in the Third Product Supplement shall be deemed Product Deadlines under this Agreement. Notwithstanding the foregoing, the Parties acknowledge and agree that (i) [***], (ii) [***]. In the event the Parties [***].

3.2 [***]. The Development of the Future Products shall be carried out in accordance [***], which may be updated or amended as set forth in Section 3.3.

3.2.1 Content [***]. The [***] will set forth the Development activities to be undertaken by each Party with respect to the Future Products, including: (1) up to date Specifications for the Second Product and, if applicable, Third Product or any Additional Product, (2) each Party's Product Development Obligations, (3) the Verily Services, (4) the acceptance criteria for the deliverables contemplated in the [***] and the Verily Services, and (5) the party responsible for performing each obligation and the deadline for such performance, consistent with the Product Development Deadlines. [***] will include the [***]. [***] will at all times contain terms that reflect the use of Commercially Reasonable Efforts to Develop the Second Product and, if applicable, Third Product or any Additional Product, provide the Verily Services and obtain Marketing Approval for the Second Product and, if applicable, Third Product or any Additional Product, in a timely manner; provided that no action shall be required to be taken with respect to the Third Product or any Additional Product unless the Parties agree on a final Third Product Supplement in accordance with Section 3.1.1, or such Additional Product in accordance with Section 4.4, as applicable.

3.3 Updates or Amendments [***] shall be reviewed by the Executive Sponsors on a quarterly basis (or more frequently if appropriate). The Technical Leads shall be responsible for proposing updates and/or amendments [***] for approval. The Executive Sponsors shall propose that their respective Party approve [***], which will become effective and supersede [***] as of the date of such written approval signed by authorized signatories of the Parties. In the event of a disagreement regarding a proposed update or amendment [***] that (a) cannot be resolved by the Executive Sponsors, and (b) will result in a delay (or is reasonably likely to result in a delay) of [***] or more in any material aspect [***], the matter will be escalated to the Chief Executives. If the Chief Executives are unable to reach an agreement to amend or update [***] within thirty (30) days, [***]

3.4 Verily Services. Verily will provide to DexCom the [***], in each case [***], in accordance with this Agreement [***]. As part of the Verily Services, Verily will provide to DexCom [***], provided however, that, except for [***], Verily shall not be obligated to provide such assistance with respect to [***] Competing Programs. For the avoidance of doubt, [***] Verily Services do not include services in connection with [***]; if the Parties wish to contract for such services, the Parties will do so, subject to mutual agreement, in a separate agreement or Statement of Work.

3.5 Verily Additional Services. Upon DexCom's request in each case, the Parties will discuss in good faith entering into one or more Statement(s) of Work for the provision by Verily of services (other than the Verily Services) [***]. Each such Statement of Work shall describe, among other things, Verily's responsibilities, deliverables, and timelines, rights and obligations with respect to the services, as well as commercially reasonable fees payable by DexCom. Neither Party shall have any obligation to enter into such Statement of Work, and the terms discussed by the Parties shall not be binding unless set forth in a writing signed by both Parties.

3.6 DexCom Cooperation. At Verily's request, DexCom will promptly provide Verily with access and any licenses to any DexCom Software as reasonably necessary (a) to provide the Verily Services, (b) to facilitate interoperation of the Products with the Verily Platform, and (c) to fulfill Verily obligations [***], provided that Verily agrees not to use, copy or distribute DexCom Software, or disclose DexCom Software or related DexCom IP to Third Parties except as approved by DexCom in writing.

3.7 Resource Commitments. In conducting the activities assigned to it under the [***], each Party agrees to use scientific, technical and other personnel who are sufficiently qualified and have the requisite skills to perform such activities.

3.8 Product Deadlines.

3.8.1 DexCom Diligence Obligations. Without limiting DexCom's obligations under this Agreement, DexCom shall use Commercially Reasonable Efforts to achieve the Product Deadlines and perform its obligations [***] and [***]; provided that if DexCom fails to achieve a Product Deadline within the timeframe specified due to any causes such as unforeseen technical delays, regulatory or clinical process or delays, or delays caused by Verily's failure to perform the Verily Services or Verily's failure to perform its obligations [***] or the Commercialization Plan, in each case to the extent beyond the reasonable control of DexCom, and despite DexCom's Commercially Reasonable Efforts to achieve such Product Deadline, then DexCom shall not be deemed in default or breach of this Section 3.8.1 on account of such failure to achieve the Product Deadline, and the timeframe for achieving such Product Deadline will be extended by the time of the delay reasonably attributable to the causes that were beyond the reasonable control of DexCom. Subject to this Section 3.8.1, if there is a delay in achieving a Product Deadline for which DexCom is responsible under this Section 3.8.1 and such delay exceeds [***] beyond the later of (a) the applicable Product Deadline and (b) the deadline mutually agreed upon by the Executive Sponsors in a modification to [***] as set forth in Section 3.3 (a "**DexCom Delay**"), DexCom will pay to Verily [***], which payment shall be made on a quarterly basis, within thirty (30) days of the end of the applicable calendar quarter. The Parties acknowledge and agree that the remedy set out in this Section 3.8.1 shall be Verily's sole and exclusive remedy for a DexCom Delay and is a reasonable estimate of the damages suffered by Verily in the event of DexCom's failure to meet a Product Deadline, and is not intended to be, nor will be construed as, a penalty.

3.8.2 Verily Diligence Obligations. Without limiting Verily's obligations under this Agreement, Verily shall use Commercially Reasonable Efforts to achieve the Product Deadlines and perform its obligations under the [***], including the Verily Services, and Commercialization Plan; provided that if Verily fails to achieve a Product Deadline within the timeframe specified due to any causes such as unforeseen technical delays, regulatory or clinical process or delays, or delays caused by DexCom's failure to perform its obligations under the [***] or the Commercialization Plan, in each case to the extent beyond the reasonable control of Verily, and despite Verily's Commercially Reasonable Efforts to achieve such Product Deadline, then Verily shall not be deemed in default or breach of this Section 3.8.2 on account of such failure to achieve the Product Deadline and the timeframe for achieving such Product Deadline will be extended by the time of the delay reasonably attributable to the causes that were beyond the reasonable control of Verily. Subject to this Section 3.8.2, if there is a delay in achieving a Product Deadline for which Verily is responsible under this Section 3.8.2 and such delay exceeds [***] (a "**Verily Delay**"), Verily will pay to DexCom [***], which payment shall be made on a quarterly basis, within thirty (30) days of the end of the applicable calendar quarter. The Parties acknowledge and agree that the remedies set out in this Section 3.8.2 (in addition to the adjustments to the [***] in Section 1.9) are DexCom's sole and exclusive remedies for a Verily Delay, are a reasonable estimate of the damages suffered by DexCom in the event of Verily's failure to meet a Product Deadline, and are not intended to be, nor will be construed as, a penalty. In addition, with respect to the Second Product, in the event Verily fails to meet a Product Deadline by [***] or more but less than [***], the Parties agree that if a Milestone Payment for the First Marketing Approval becomes due, such Milestone Payment for the first Marketing Approval of the Second Product shall be reduced by one divided by three hundred sixty five ($1/365^{th}$) of the total of such Milestone Payment for each day after the [***] period following the expiration of such timeframe specified in the [***] for such Verily Service. In the event Verily fails to meet a Product Deadline by [***] or more, the Parties agree that DexCom shall not be obligated to (i) pay Verily any Milestone Payment for the first Marketing Approval of the Second Product, or (ii) Launch the Second Product.

3.8.3 Excused Delays. In order for a Party to be excused from its payment obligations under Section 3.8.1 or 3.8.2 (as applicable) for a delay in achieving a Product Deadline, such Party (after becoming aware of circumstances likely to result in a delay in the performance of its obligations) must notify the other Party's Executive Sponsor and (i) propose, timely implement, and adhere to a mitigation plan approved by the other Party in the exercise of its reasonable discretion or (ii) provide reasonable substantiating evidence that such delay was caused by the other Party or by a Force Majeure Event.

3.9 Acceptance Process.

3.9.1 Verily may, at any time, request DexCom's acceptance that it has achieved Development Completion with respect to any deliverable, Product, or Verily Service, or any component thereof that is subject to a Product Development Deadline (the "**Completed Deliverables**") by providing written or email notification to DexCom's Technical Lead of such request ("**Acceptance Submission Notice**"). Verily shall provide DexCom's Technical Lead with access to review and evaluate the Completed Deliverables. The Technical Leads shall promptly review the Completed Deliverables and confer on whether the Completed Deliverables meet the applicable Specifications [***], and shall, no later than ten (10) calendar days after the

date of the Acceptance Submission Notice, make a single (unanimous) or separate (split) recommendation(s) to the Executive Sponsors as to whether the Completed Deliverables should be accepted and be deemed to have achieved Development Completion.

3.9.2 If the Technical Leads unanimously agree to reject the Completed Deliverables, then the Presenting Party may rescind such Acceptance Submission Notice and resubmit such Completed Deliverable using the process set forth in Section 3.9.1.

3.9.3 If the Technical Leads make a single (unanimous) recommendation that a Party has achieved such Development Completion with respect to such Completed Deliverable, then, no later than twenty (20) calendar days after the date of the Acceptance Submission Notice, the Executive Sponsors shall review the recommendation(s) of the Technical Leads and determine whether to accept the Completed Deliverables as meeting the Specifications or reject the Completed Deliverables as not meeting the Specifications, which acceptance or rejection shall be made by a unanimous decision of the Executive Sponsors. If the Executive Sponsors unanimously agree to accept a Completed Deliverable, then Verily will be deemed to have achieved Development Completion with respect to such Completed Deliverable. If the Executive Sponsors unanimously agree to reject a Completed Deliverable, then the Completed Deliverable shall be referred back to the Technical Leads for review and remediation, and Verily may resubmit such Completed Deliverable using the process set forth in Section 3.9.1.

3.9.4 If the Technical Leads make a separate (split) recommendation regarding whether Verily has achieved Development Completion with respect to such Completed Deliverable, then, no later than twenty (20) calendar days after the date of the Acceptance Submission Notice, the Executive Sponsors shall review the recommendation(s) of the Technical Leads and attempt to resolve the differences in the recommendations. If the Executive Sponsors are unable to reach a unanimous decision in such time, then the matter shall be referred to the Chief Executives of DexCom and Verily for resolution by good faith discussions for a period of at least fifteen (15) Business Days. In the event that the Chief Executives are unable to reach agreement with respect to such matter within such fifteen (15) Business Days, then the dispute shall be resolved pursuant to Article 13, provided that each Party shall retain final decision-making authority with respect to the implementation of its own responsibilities under the [***] (so long as in compliance with this Agreement).

3.10 Reporting. Without limiting any other provisions of this Agreement, each Party shall keep the other reasonably informed through the Executive Sponsors as to the progress of its activities [***] or otherwise under this Article 3 and provide such reports and information with respect thereto as designated by the Executive Sponsors or as may be reasonably requested by the other Party. Also, each Party shall promptly notify the other Party if it anticipates, or there are, material deviations from the [***] and shall discuss in good faith, and keep such other Party reasonably informed, as to any corrective actions that it intends to take, or is taking, to address such deviations.

Article 4.
SUPPLY; ADDITIONAL PRODUCTS; PROGRAMS

4.1 Amended and Restated Supply Agreement. In order to enable DexCom to become the preferred provider of [***] to Onduo, the Existing Distribution Agreement will be amended and restated in its entirety by DexCom and Onduo concurrently with the execution of this Agreement.

4.2 Supply ROFN. The Parties acknowledge and agree that Verily, whether by itself or in collaboration with others, is, or may be, working to develop one or more Verily Programs. During the Term, if Verily, whether by itself or in collaboration with others, Develops a Verily Program [***], Verily shall provide notice to DexCom of such Verily Program ("**Verily Program Notice**"), and DexCom shall have a first right of negotiation, as set forth in this Section 4.2, to be the preferred supplier [***]. Such right of first negotiation shall be exercisable by DexCom by notice given to Verily within [***] of the date of the Verily Program Notice. In the event that DexCom exercises its right of first negotiation pursuant to this Section 4.2, the Parties shall promptly begin to negotiate in good faith on an exclusive basis with respect to the foregoing. If the Parties are unable to reach such agreement within [***] following DexCom's receipt of the Verily Program Notice, Verily shall not be prevented by this Section 4.2 or Section 7.5 from purchasing the applicable [***] from a Third Party, provided that in no event shall Verily, for [***] from the earlier of DexCom's decision to pass on the preferred supplier opportunity and the expiration of such [***], enter into any agreement with such Third Party on terms that are more favorable to the Third Party than those last offered to DexCom.

4.3 Additional Products ROFN. During the Term, if Verily desires to Develop any [***] other than the First Product, Second Product, and Third Product), then, before commencing [***], Verily shall notify DexCom in writing and shall include with such notice [***] which shall set forth the Parties' respective roles and responsibilities with respect to the Development of such [***] ("**Proposed Additional Product Supplement**"). Thereafter, the Parties shall have [***] following the receipt of the Proposed Additional Product Supplement to negotiate, in good faith, a final Additional Product Supplement for the development of such [***] (the "**Final**

Additional Product Supplement") and, upon the Parties' mutual written agreement on the Final Additional Product Supplement, the [***] subject to the Final Additional Product Supplement shall become an Additional Product [***]. Notwithstanding the foregoing, the Parties acknowledge and agree that (i) neither Party shall be obligated to assume any of the costs and expenses of the Development and Commercialization of any Additional Product, and (ii) the Development and Commercialization of the Second Product and, if applicable, Third Product, shall be the initial priority of the Collaboration, and the Development and Commercialization of any Additional Product shall not materially impact the Product Deadlines for the Second Product and, if applicable, Third Product, unless revised Product Deadlines for such Products are mutually agreed upon by the Parties. If the Parties are unable to reach written agreement on the Final Additional Product Supplement within [***] following DexCom's receipt of the Proposed Additional Product Supplement, Verily shall not be prevented by this Section 4.3 or Section 7.5 from independently developing the [***] that was the subject of the Final Additional Product Supplement ("[***]"), *provided, however,* that (a) as between the Products and [***], the Development and Commercialization of the Products shall continue to be Verily's priority, and the development and commercialization, if any, of the [***] shall in no event impact the Product Deadlines for the Products, and (b) in no event shall Verily be granted or otherwise have any right to exploit any IP owned or Controlled by DexCom or its Affiliates or exclusively licensed to DexCom hereunder (other than the Verily Licensed Patents), or use any of DexCom's Confidential Information, whether to develop, manufacture and/or commercialize the [***] or otherwise.

4.4 Preferred Provider [***]. Verily will use [***] to facilitate discussions with Alphabet to enable DexCom to become the preferred provider of [***].

Article 5.
COMMERCIALIZATION

5.1 General. Subject to the terms and conditions of this Agreement and the oversight of the Executive Sponsors, as between the Parties, DexCom shall have the exclusive right to Commercialize the Products in [***] in the Territory. DexCom shall, [***] be responsible for all Commercialization efforts for the Products in the Exclusive CGM Field in the Territory, including the [***] to support such Commercialization, in accordance with the Commercialization Plan. Verily shall, [***] use Commercially Reasonable Efforts to assist with DexCom's [***]; provided that Verily shall have the right to approve or reject in writing any such assistance that exceeds a *de minimis* effort or contribution.

5.2 Commercialization Plans. The Commercialization of each Future Product will be carried out in accordance with a Commercialization Plan. Each such Commercialization Plan will set forth: (1) the timing for Launch of the applicable Products consistent with the Product Launch Deadlines, (2) the obligations required for the Commercialization of the applicable Products, and (3) the Party responsible for performing each obligation.

5.2.1 Second Product. DexCom shall propose and submit to the Executive Sponsors an initial Commercialization Plan for the Second Product at least nine (9) months prior to the Product Deadline for Launch of such Product in the United States.

5.2.2 Third Product and Additional Products. At least nine (9) months in advance of the Launch of the Third Product and each Additional Product, DexCom shall propose and submit to the Executive Sponsors an initial Commercialization Plan for such Product in the Territory.

5.2.3 Updates. Until such time as DexCom has paid to Verily all of the Milestone Payments set forth in Section 8.2.1, each Commercialization Plan will be updated at least annually. DexCom shall provide each Commercialization Plan and any material modification or addition thereto to the Executive Sponsors for its review and comment. The Parties acknowledge that the comments of the Executive Sponsors with respect to any Commercialization Plan and any material modification or addition thereto are [***] with respect thereto. For the avoidance of doubt, the Commercialization Plan and any updates thereto shall not amend or modify the terms of this Agreement.

5.3 Diligence Obligations. DexCom shall use Commercially Reasonable Efforts to: (a) Launch each Product by the applicable Product Launch Deadlines and (b) Commercialize Products so as to achieve each of the Milestone Events set forth in Section 8.2.1.

5.4 Trademarks.

5.4.1 Ownership of Marks. DexCom will be responsible for the selection, registration, maintenance and defense of, and will solely own all right, title and interest in, all Trademarks (except the Verily Trademarks) for use in connection with the Commercialization of the Products, as well as all expenses associated therewith.

5.4.2 Branding of Products. DexCom will have the right to implement a branding strategy for the Products, as outlined in the Commercialization Plan; provided, however, that if requested by Verily, and to the extent allowed by the applicable Regulatory Authority, DexCom will include on all labels, packaging, inserts and promotional materials for each Product a designation that each Product incorporates Verily technology, provided that such designation may be subordinate to any Trademark selected by DexCom for a Product and any Trademark used by DexCom; provided that size and placement of the designation shall be consistent with DexCom's practices with respect to other Third Party Trademarks. Such designation will include at least one of the Verily Trademarks as agreed by the Parties.

5.4.3 Use of Verily Trademarks. In advance of each separate use of a Verily Trademark for a Product, DexCom shall notify Verily in writing and obtain Verily' prior written approval on the final selection, placement, look and feel of the Verily Trademark. DexCom recognizes the reputation of Verily as a provider of high quality products and services and agrees to continue to maintain, and to require its sublicensees to continue to maintain, the same high standard of quality for the Commercialization of the Products. DexCom will not, without Verily's prior written consent, use any other Trademarks of Verily, or Trademarks confusingly similar thereto, in connection with its marketing or promotion of the Products. DexCom acknowledges that it obtains no ownership interest in, or to, the Verily Trademarks under this Agreement. DexCom will at any time, whether during or after the Term, execute any documents that are reasonably required by Verily to confirm Verily's ownership of the Verily Trademarks. DexCom agrees that it will do nothing inconsistent with Verily's ownership of the Verily Trademarks.

5.5 Reporting. Without limiting any other provisions of this Agreement, until such time as DexCom has paid to Verily all of the Milestone Payments set forth in Section 8.2.1, DexCom shall keep Verily reasonably informed through the Executive Sponsors as to the progress of its activities with respect to the Commercialization of Products or otherwise under this Article 5 and provide Product sales forecasts, Total Product Revenue estimates, and such other reports and information with respect to Commercialization of Products as designated by the Executive Sponsors or as may be reasonably requested by Verily, except as prohibited by Law.

Article 6.
REGULATORY MATTERS

6.1 General. As between the Parties, [***] shall, [***], be the manufacturer of record with respect thereto and take the lead and be responsible for (in each case with respect to Products): (a) conducting any clinical trials or clinical studies required for any Regulatory Filings and/or Regulatory Approvals; (b) filing, obtaining and maintaining Regulatory Filings and Regulatory Approvals for Development, Manufacture and Commercialization of the Products in the Territory; (c) communicating with Regulatory Authorities; (d) preparing and submitting supplements, communications, annual reports, Adverse Event reports, manufacturing changes, supplier designations and all other Regulatory Filings; and (e) all costs and expenses associated with the foregoing, except to the extent otherwise provided herein, and provided that [***] shall, at its own cost, provide to [***] any documentation or other assistance reasonably required to support the foregoing activities [***]. [***] will keep [***] or its designee reasonably informed regarding the status and progress of such activity, including (i) providing [***] or its designee with advance notice of all meetings scheduled with a Regulatory Authority involving a Regulatory Filing; and (ii) providing [***] a copy of each Regulatory Approval for each Product.

6.2 Safety Reporting. With respect to any Adverse Event, any safety monitoring and any obligation to report to any Regulatory Authority relating to any safety issue with respect to Products or any component thereof, [***] shall be responsible for, and shall establish (subject to the oversight and comment of the Executive Sponsors as described below) operating procedures to report to the appropriate Regulatory Authority(ies), all such matters in accordance with applicable Law. Such activities and operating procedures by [***] shall include any measures necessary for [***] to fully comply with such Laws and, if necessary, allow [***] to comply with its requirements for Adverse Event reporting under applicable Laws. Such activities and operating procedures, and any material revisions to them, shall be provided to the Executive Sponsors for review and comment. To the extent requested by [***], [***] shall provide [***] any information or regular updates on Adverse Events, safety monitoring and/or any interaction with Regulatory Authorities relating to safety issues with respect to the Products or any component thereof.

6.3 Quality Agreement. The Parties will enter into a mutually agreed-upon Quality Agreement in connection with the Commercialization Plan.

Article 7.
LICENSES AND EXCLUSIVITY

7.1 Licenses to DexCom.

7.1.1 License to Verily Collaboration IP.

(a) As of the Original Effective Date, Verily hereby grants to DexCom, [***] under any Verily Collaboration IP and Verily's interest in any Joint Collaboration IP (in each case other than Verily Software IP) to (either by itself or in collaboration with a Third Party) Develop, Manufacture and Commercialize [***]. The Parties acknowledge and agree that the [***] nature of the license granted under this Section 7.1.1(a) shall not be construed to limit Verily's or its Affiliates' ability to develop, manufacture or commercialize Software that [***].

(b) As of the Original Effective Date, Verily hereby grants to DexCom, a [***] license under any Verily Software IP to (either by itself or in collaboration with a Third Party) Develop, Manufacture and Commercialize [***]; provided that DexCom may not use any Software covered by Verily Software IP, which Software was delivered to DexCom by Verily [***] (or which constitutes a derivative work of the foregoing Software), to co-develop, co-brand or white-label with a Third Party a Competing Program.

(c) Verily hereby grants to DexCom, a [***] license under any Verily Software IP covering or claiming the Assigned Software to use, reproduce, modify, distribute, publicly display and publicly perform and otherwise exploit such Assigned Software for any purpose.

7.1.2 Licenses to Verily Background IP and for [***].

(a) As of the Original Effective Date, Verily hereby grants to DexCom, a [***] license, under any Verily Background IP (other than the Verily Licensed Patents) [***]. For the avoidance of doubt, any Verily Background IP that covers, claims, is used in, or is used to make a [***] shall be deemed to be "necessary" for purposes of the foregoing license.

(b) As of the Original Effective Date, Verily hereby grants to DexCom, a [***] license, under any Verily Licensed Patents and other Verily Background IP and Verily Collaboration IP (including Verily Software IP) as necessary to Develop, Manufacture, or Commercialize [***] for purposes of Developing, Manufacturing and Commercializing [***], to the extent that such [***] is commercialized (or, if not yet commercialized, designed) as part of a standalone [***], regardless of whether (i) reimbursement is for the standalone [***] or for a bundle of products or services offered by a Third Party that includes the [***], or (ii) DexCom re-sells [***] (the "**Standalone Product Limitation**"). For the avoidance of doubt, any Verily Background IP that covers, claims, is used in, or is used to make [***] that is commercialized by DexCom as part of a standalone [***] shall be deemed to be "necessary" for purposes of the foregoing license. A "[***]" means a medical device, [***].

(c) As of the Original Effective Date, Verily hereby grants to DexCom, a [***] license, under any Verily Licensed Patents and other Verily Background IP covering or claiming the Assigned Software, in each case to use, reproduce, modify, distribute, publicly display and publicly perform and otherwise exploit the Assigned Software for any purpose.

7.1.3 Sublicensing. The licenses contained in Sections 7.1.1(b) and (c) and 7.1.2(a), (b) and (c) shall be sublicensable (through multiple tiers) in connection with the Development, Manufacturing and/or Commercialization of any [***] (subject to the Standalone Product Limitation), and Assigned Software, as applicable, provided that (i) material DexCom Background IP and/or [***] is included in such sublicense, and (ii) DexCom retains a material involvement in the Development, Manufacturing and/or Commercialization of such [***], as applicable, which sublicense shall not be effective until DexCom delivers to Verily an executed copy of any such sublicense agreement, provided that DexCom may reasonably redact from any such sublicense agreement any confidential information of DexCom or the applicable sublicensee, and further provided that upon such delivery to Verily, the sublicense will be deemed effective as of the date specified in the applicable sublicense agreement. Delivery to Verily of a standard sublicense template used by DexCom with multiple customers, resellers, or distributors in the ordinary course of its business will be sufficient for purposes of the delivery condition set forth in the preceding sentence. Without limiting the foregoing, the Parties will use good faith efforts to implement shared procedures to limit the administrative burdens associated with complying with the foregoing delivery obligation.

7.1.4 License to Verily Licensed Patents. As of the Original Effective Date, Verily hereby grants to DexCom, an [***] license under the Verily Licensed Patents to (either by itself or in collaboration with a Third Party) Develop, Manufacture and Commercialize [***]. The Parties acknowledge and agree that the [***] nature of the license granted under this Section 7.1.4 shall not be construed to limit Verily's or its Affiliates' ability to develop, manufacture or commercialize Software [***].

7.1.5 Covenant Not to Sue for DexCom [***]. For a period of [***] from the Effective Date, Verily on behalf of itself and its Affiliates, covenants that Verily and its Affiliates will not initiate or continue any

judicial or administrative proceeding (e.g., before the U.S. International Trade Commission) anywhere in the world against DexCom, its Affiliates, or any of its or their customers or direct distributors, based upon any claim that the manufacture, use, sale, license, distribution, offer for sale, offer for license, import, export, or other exploitation of a DexCom [***] constitutes infringement or misappropriation (including direct, contributory or inducement of infringement) of any [***] Controlled by Verily as necessary to manufacture, use, distribute, sell, license, offer for sale, offer for license, import, export, or otherwise exploit such DexCom [***]. For the avoidance of doubt, any such Patent rights or Verily Know-How that covers, claims, or is used in or to make a DexCom [***] shall be deemed to be "necessary" for purposes of the foregoing covenant. "**DexCom [***]**" means [***] Commercialized by DexCom or (subject to Section 7.1.7) any of its Affiliates [***]. This covenant is personal to DexCom, not transferable or assignable to a Third Party. If DexCom or its Affiliates, customers, or direct distributors commences or participates in a legal proceeding in the same or similar technical subject matter covered under this covenant not to sue against Verily, its Affiliates, or Onduo LLC or its Affiliates, then Verily may, at its sole discretion, suspend or terminate the covenant not to sue provided under this Agreement upon providing written notice to DexCom.

7.1.6 License to Verily Trademarks. Subject to Section 5.4.3, Verily hereby grants to DexCom a [***] license to use the Verily Trademarks solely as provided for under Section 5.4 in connection with the Commercialization of Products. The ownership and all goodwill accruing to the Verily Trademarks arising directly from use of the Verily Trademarks will vest in and inure to the benefit of Verily.

7.1.7 DexCom Affiliates. DexCom shall have the right to exercise the licenses granted under Sections 7.1.1, 7.1.2, and 7.1.4 through its Affiliates as of the Effective Date, solely for as long as such entity remains an Affiliate of DexCom, and DexCom shall remain responsible for the compliance of such Affiliate with all terms of this Agreement. Furthermore, DexCom shall have the right to exercise the licenses granted under Sections 7.1.1, 7.1.2 and 7.1.4 through its future Affiliates in connection with restructuring or tax matters, subject to Verily's prior written consent, not to be unreasonably withheld, conditioned or delayed. For clarity, DexCom's ability to grant sublicenses to future Affiliates under the licenses granted under Sections 7.1.1, 7.1.2 and 7.1.4 shall be subject to the terms set forth therein and in Section 7.1.3 with respect to Third Parties, excluding the condition set forth therein regarding delivery of an executed copy of the sublicense agreement to Verily. Notwithstanding anything to the contrary in this Agreement, the non-transferable licenses in Section 7.1.2 and Section 7.1.4 may not be transferred to a Third Party or Affiliate in connection with a permitted assignment of this Agreement under Section 14.2 (unless such transfer is otherwise expressly authorized under the preceding provisions of this Section 7.1.7).

7.2 Licenses to Verily.

7.2.1 License to Perform Obligations. Subject to the terms and conditions of this Agreement, DexCom hereby grants to Verily a [***] license under any DexCom IP, during the Term, solely to perform Verily's service and development and commercialization obligations to DexCom under the [***], Commercialization Plan, and/or otherwise under this Agreement.

7.2.2 License to [***]. DexCom hereby grants to Verily a [***] license under (i) any [***] jointly developed by the Parties or solely developed by Verily, solely for use outside of the [***] and (ii) any [***] solely developed by DexCom in subject matter consisting of [***], in each case under (i) and (ii) solely for use [***].

7.3 No Other Rights. Each Party acknowledges that the rights and licenses granted under this Article 7 and elsewhere in this Agreement are limited to the scope expressly granted. Accordingly, except for the rights expressly granted under this Agreement, no right, title, or interest of any nature whatsoever is granted whether by implication, estoppel, reliance, or otherwise, by either Party to the other Party. All rights with respect to Know-How, Patent, Trademarks or other IP rights that are not specifically granted herein are reserved to the owner thereof.

7.4 Other Licenses. No license to Collaboration IP owned by Verily shall be granted by Verily or its Affiliates to [***] of the foregoing unless Verily (a) [***], and (b) [***]. Notwithstanding the foregoing, any license granted by [***], or any subsidiary of the foregoing under the Collaboration IP shall be subject to the exclusive and non-exclusive rights granted by Verily to DexCom pursuant to this Agreement and the foregoing shall not be construed to allow or authorize any grant of a license under the Collaboration IP that is in conflict with any such exclusive or non-exclusive license granted to DexCom.

7.5 [***]. During the Term, Verily and DexCom will collaborate on [***] on the Development of the Products, and DexCom will have the [***], in each case subject to Section 4.3 of this Agreement, and in accordance with the terms and conditions of this Agreement. Subject to Section 4.3 of this Agreement, Verily and its Affiliates shall not, during the Term, Develop, Manufacture or Commercialize [***], except as necessary to fulfill its obligations under this Agreement or to allow any [***]. Subject to Section 4.3, during the Term, Verily and its Affiliates shall not [***] except (i) solely to the extent necessary to [***], and/or (ii) in an open source license accompanying distributable source code (for each case (i) and (ii), solely with respect to communication

software and/or other similar software) hosted by or on behalf of Verily. For clarity, [***] granted under this Section 7.5 shall not be construed [***], provided that in no event shall [***].

7.6 [***] Supply.

7.6.1 Support for [***] Supply.

(a) Verily will use Commercially Reasonable Efforts to enter into an agreement with [***] (the "**Suppliers**") (the two principal suppliers for [***]) on terms that would (a) allow DexCom, or a vendor identified by DexCom and reasonably acceptable to Verily, to have [***] and (b) specify [***]. For clarity, [***].

(b) To facilitate manufacturing of [***], Verily will provide to DexCom [***].

7.6.2 [***] Application Engineer Support Services. During development of the [***], Verily will use Commercially Reasonable Efforts to provide reasonable and customary application engineer support services relating to use of [***] in a Future Product. This support will include providing updates to [***] as necessary and in response inquiries from the DexCom technical team. This support obligation does not include design changes, new features, or integrations [***].

7.6.3 Support for [***].

(a) If DexCom reasonably believes that a Future Product unit has failed or has been returned due to a defect in [***], then, upon DexCom's reasonable request and delivery of the defective [***] to Verily, Verily will use Commercially Reasonable Efforts to [***].

(b) Verily's Technical Lead will notify DexCom's Technical Lead of the determination of any design or manufacturing defect in [***] pursuant to the foregoing section (which notice may be provided by email). DexCom's technical lead shall notify Verily if DexCom wishes for Verily to present a Defect Notification Plan (the date of such notice, the "Defect Notification Date").

(c) If such failure is determined to be due to a design defect, and DexCom demonstrates with reasonably detailed, objective evidence that such design defect is caused primarily by [***], then, notwithstanding DexCom's prior acceptance of such Deliverable pursuant to Section 3.9 of the Agreement, [***]. All other services, and any services [***], and any related capital expenditures, will be subject to a separate Statement of Work negotiated between the Parties.

(d) If, (a) by [***] Business Days after the Defect Notification Date, Verily does not deliver to DexCom a plan for addressing a design defect, or (b) by [***] days after the Defect Notification Date, the Parties are unable to reach terms on which Verily will provide design modifications to address a design defect in [***], then such matter shall be referred to the Executive Sponsors for resolution. If the Executive Sponsors are unable to reach resolution on commercially reasonable terms within [***] Business Days of such referral, then Verily will, at DexCom's request, provide the [***] to DexCom for purposes of addressing design defects in [***]; provided, however, that the foregoing obligation shall not apply if Verily offers commercially reasonable terms in good faith and DexCom does not accept such terms.

(e) On and after the third anniversary of Launch, Verily may, in lieu of providing any support for design defects in [***] for a Future Product, provide to DexCom (i) the [***].

7.6.4 Services After Completion of Verily's Deliverables. After completion of Verily's Deliverables, any additional design or test changes requested by DexCom will be negotiated under a Statement of Work on terms to be mutually agreed upon by the Parties.

7.6.5 [***] Pricing.

(a) Verily anticipates that if the Pricing Assumptions set forth below are satisfied, then the [***] for the Second Product will be available under the Supply Agreements at the following purchase prices (which prices reflect the cost per unit excluding taxes, duties, shipping, and other fees) (the "**Pricing Expectations**"):

(i) For volume commitments greater than [***] units per year, the purchase price under the Supply Agreements is expected to be [***] per unit;

(ii) For volume commitments greater than [***] units per year and less than [***] units per year, the purchase price under the Supply Agreements is expected to be [***] per unit;

(iii) No pricing commitment is provided for volume commitments below [***] units per year.

(b) If, notwithstanding satisfaction of the Pricing Assumptions, the actual [***] cost upon completion of Phase Gate IV is higher than the Pricing Expectations (based on [***] through the Phase Gate IV completion date and a complete set of quoted supplier costs for a volume of [***]), then Verily shall pay to DexCom a fee of [***], such fee not to exceed [***] in total.

(c) If the actual [***] cost upon completion of Phase Gate IV is lower than the Pricing Expectations (based on [***] through the Phase Gate IV completion date and a complete set of quoted supplier costs for a volume of [***] units purchased per year), then DexCom shall pay to Verily a fee of [***], such fee not to exceed [***] in total.

(d) The fees set forth in this Section 7.6.5 are the Parties sole and exclusive remedies for any deviations from the Pricing Expectations.

Article 8.
PAYMENTS

8.1 Second Upfront Fee. The Parties acknowledge and agree that DexCom has paid to Verily the upfront fee set forth in Section 8.1 of the Original Agreement. Within ten (10) Business Days following the Antitrust Clearance Date, in consideration of (a) Verily's performance of its obligations under the Development Plan, (b) the licenses granted to DexCom under Section 7.1, and (c) the Parties' agreement to amend and restate the Original Agreement, DexCom shall pay a second upfront payment of $250 million (the "**Upfront Payment Amount**"), or, at DexCom's election, an equivalent number of shares of DexCom Common Stock as determined by dividing the Upfront Payment Amount by the Initial VWAP (the "**Upfront Shares**"). The Upfront Payment Amount shall be paid as follows, at the direction of Verily: (1) $15 million (or six percent (6%) of Upfront Shares, which shall be "**Verily Upfront Shares**"), to Verily and (2) $235 million (or ninety four percent (94%) of Upfront Shares) to Onduo and shall be issued pursuant to the Stock Purchase Agreement (as defined below). The Upfront Payment Amount (or the Upfront Shares in lieu of the Upfront Payment Amount, if applicable) shall be non-refundable and shall not be creditable. The Parties acknowledge and agree that the $15 million paid to Verily or Verily Upfront Shares issued directly to Verily under this Section 8.1 are attributable to a buyout of the First Product milestone described in Section 8.2.1 of the Original Agreement.

8.2 Milestone Payments.

8.2.1 Milestones. Subject to DexCom's right to pay in cash pursuant to and subject to the calculation methodology set forth in Section 8.2.2, DexCom shall pay the DexCom Common Stock as set forth in the following table (each such payment, a "**Milestone Payment**") upon the first achievement of the corresponding milestone event for the applicable Product (each such event, a "**Milestone Event**"), it being understood that, at Verily's direction, part of such Milestone Payment shall be paid to Onduo, as set forth below:

Milestone Event	Milestone Payment
The earlier of (i) [***] or (ii) [***]	DexCom Common Stock equal to $100 million divided by the Initial VWAP (half issued to Verily (the "**Verily Milestone Shares**") half issued to Onduo)
First time Total Product Revenue exceeds [***]	DexCom Common Stock equal to $125 million divided by the Initial VWAP, issued to Onduo
First time Total Product Revenue exceeds [***]	DexCom Common Stock equal to $50 million divided by the Initial VWAP, issued to Onduo

The Parties acknowledge and agree that the Verily Milestone Shares issued directly to Verily, or the equivalent amount in cash upon DexCom's election to pay in cash subject to the calculation methodology set forth in

Section 8.2.2, under this Section 8.2.1 are attributable to a milestone buyout of the Second Product milestone described in Section 8.2.1 of the Original Agreement.

8.2.2 For clarity, it is understood that each Milestone Payment shall be payable only once upon the first achievement of the applicable Milestone Event and, if paid in DexCom Common Stock, shall be issued pursuant to the Stock Purchase Agreement. At DexCom's option, DexCom may pay cash to Verily and Onduo in lieu of delivering any DexCom Common Stock required to be paid pursuant to Section 8.2.1, which cash payment amount shall be the applicable number of shares of DexCom Common Stock set forth in Section 8.2.1 multiplied by Milestone Date VWAP for such Milestone Event.

8.2.3 Incentive Payment. With respect to the Second Product, if Verily completes its Product Development Obligations, as determined by the Parties in accordance with Section 3.9 at least [***] prior to Verily's Product Development Deadline (the "**Incentive Milestone Event**"), then Verily shall be entitled to receive an incentive payment of [***]. The date on which Verily will be deemed to have completed its Product Development Obligations will be the date on which Verily last submitted for acceptance or approval (pursuant to Section 3.9) the Product Development Obligations that were ultimately approved or accepted pursuant to Section 3.9 without an intervening notice of rejection from DexCom.

8.2.4 Payment Terms. The Milestone Payments set forth in this Section 8.2 shall each be payable in, at DexCom's sole election, cash or in shares of DexCom Common Stock, and due to Verily or Onduo, as applicable, within thirty (30) days of the achievement of the corresponding Milestone Event or completion of the Product Development Obligations, as applicable, except to the extent set forth in the Stock Purchase Agreement (as defined below).

8.2.5 Notice. DexCom agrees to promptly notify Verily of its achievement of each Milestone Event.

8.3 No Royalties, Milestones or Other Amounts. Except for the amounts payable to Verily by DexCom under Sections 8.1 and 8.2 above, no other amounts shall be payable to Verily in connection with the First Product, Second Product, Third Product, any Additional Product, or the Verily Services. For clarity, the foregoing payments replace in their entirety any and all payment obligations of DexCom under the Original Agreement, including any and all royalty and/or milestone payments.

8.4 First Product Purchase. Verily agrees to purchase [***] units of First Product [***], and prepay for that Product within 14 days after [***], where the prices shall be no higher than [***].

8.5 Payment Terms. All cash payments due under this Agreement shall be made by bank wire transfer in immediately available funds to an account designated by the receiving Party. All payments hereunder shall be made in the legal currency of the United States of America, and all references to "$" or "Dollars" shall refer to United States dollars. Except as otherwise provided herein, all payments due to a Party hereunder shall be due and payable within thirty (30) days of achievement of the applicable milestone event as set forth herein, subject to receipt of a proper invoice from the other Party. If any withholding taxes, levies or similar taxes is due with respect to such a payment, such amounts shall be payable by the paying Party to the applicable taxing authority, including any tax or withholding levied by a foreign taxing authority in respect of the payment or accrual of any product fee. Each Party agrees to assist the other Party as reasonably requested by the other Party in claiming exemption from or otherwise reducing such deductions or withholdings under any taxation or similar agreement or treaty from time to time in force.

8.6 Stock Purchase Agreement. DexCom shall issue any DexCom Common Stock to be issued to Verily or Onduo as described in this Agreement pursuant to the stock purchase agreement attached hereto as Exhibit 8.6 (the "**Stock Purchase Agreement**"); *provided* that if DexCom is unable to deliver the shares under the Stock Purchase Agreement in accordance with the terms of the Stock Purchase Agreement, DexCom shall make the applicable payment in cash at the scheduled time for such Closing (as defined in the Stock Purchase Agreement).

8.7 Reports. Until such time as DexCom has paid all of the Milestone Payments set forth in Section 8.2.1, DexCom shall provide to Verily, within forty-five (45) days of the end of each calendar quarter, a reasonably detailed report setting forth worldwide Total Product Revenue broken down by Product and territory, together with such substantiating information reasonably requested by Verily for purposes of confirming the accuracy of the Total Product Revenue calculation (which information may be redacted with respect to information unrelated to the calculation of Total Product Revenue).

8.8 Inspection of Records. This Section 8.8 shall be in effect until such time as DexCom has paid to Verily all of the Milestone Payments set forth in Section 8.2.1. DexCom shall, and shall cause its Affiliates and Third Parties acting on their behalf or under their authority, to keep full and accurate books and records

regarding the sales of the First Product, Second Product, Third Product and any Additional Products and/or Alternative Product. DexCom shall permit Verily, by independent qualified public accountants engaged by Verily and reasonably acceptable to DexCom, to examine such books and records for the sole purposes of verifying the accuracy of the reports provided pursuant to Section 8.7. Such examination may be conducted at any reasonable time, but not later than three (3) years following the rendering of any corresponding reports, accountings and payments pursuant to Section 8.7. Such inspections may be made no more than once each calendar year, at reasonable times and on reasonable prior written notice. The records for any particular calendar quarter shall be subject to no more than one inspection. The accountant shall be obligated to execute a reasonable confidentiality agreement prior to commencing any such inspection. Any inspection conducted under this Section 8.8 shall be at the expense of Verily, unless such inspection reveals that a Milestone Event had been achieved and DexCom did not provide the applicable notice to Verily pursuant to Section 8.2.5 in which case such inspection shall be at the expense of DexCom. Any underpayment shall be paid within fifteen (15) Business Days with interest on the underpayment at the rate specified in Section 8.9 from the date such payment was originally due; and any overpayment may be credited against future payments hereunder without interest or if there will be no future payments by DexCom, then reimbursed within fifteen (15) Business Days. Any disputes arising under this Section 8.8 regarding any discrepancy identified by the accountant shall be subject to resolution under Article 13.

8.9 Late Payment. Any payments or portions thereof due hereunder which are not paid when due shall bear interest at the rate of one and a half percent (1.5%) per month from the payment due date until paid in full. This Section 8.9 shall in no way limit any other remedies available to either Party.

8.10 Currency Conversion. With respect to sales invoiced and received in a currency other than U.S. Dollars, such sales shall be converted into the U.S. Dollar equivalent in accordance with DexCom's standard practices used in preparing its audited financial statements for the applicable calendar quarter and DexCom shall provide Verily the basis for such conversion.

8.11 Collaboration Costs. Except as otherwise expressly provided herein or otherwise agreed by the Parties, each Party shall bear all of its own costs and costs of any Third Party acting on its behalf in carrying out those activities assigned to it under the Collaboration.

8.12 Stock Splits. The number of shares of DexCom Common Stock issuable hereunder shall be adjusted for any stock dividend, stock split, combination of shares, reorganization, recapitalization, reclassification or other similar event with respect to DexCom Common Stock after the date of this Agreement.

Article 9.
INTELLECTUAL PROPERTY

9.1 Ownership.

9.1.1 DexCom Collaboration IP. As between the Parties, DexCom shall solely own all right, title and interest to any and all:

(a) Collaboration IP that is [***], whether developed solely by a Party or jointly by the Parties. For purposes of clarity, DexCom shall own any [***] in the First Product, Second Product, Third Product and/or any Additional Product (in each case, whether such Products are Launched or not);

(b) Collaboration IP that is copyright in or that is Assigned Software.

(c) Collaboration IP that is DexCom Other Collaboration IP.

The foregoing under (a), (b) and (c), collectively, the "**DexCom Collaboration IP**".

Subject to Section 9.1.4, to the extent Verily and/or its Affiliates has or acquires any right, title or interest (including any IP) in or to any DexCom Collaboration IP, Verily shall assign, and does hereby assign to DexCom (and shall cause its Affiliates to assign), any such right, title and/or interest (including any IP).

9.1.2 Verily Collaboration IP. As between the Parties, Verily shall solely own all right, title and interest to any and all Verily Collaboration IP.

9.1.3 Joint Collaboration IP. All right, title and interest to any and all Joint Collaboration IP shall be jointly owned by DexCom and Verily. Each Party shall assign, and does hereby assign to the other Party an undivided joint interest in the Joint Collaboration IP. Subject to the licenses and other rights or exclusivities granted to the other Party herein (including in Article 7), (i) each Party reserves the right to use,

practice or otherwise exploit its solely owned Collaboration IP (DexCom Collaboration IP with respect to DexCom and Verily Collaboration IP with respect to Verily) and the Joint Collaboration IP; and (ii) neither Party shall have any obligation to account to the other Party for profits, or to obtain any approval of the other Party to license, assign, enforce (subject to Section 9.5) or otherwise exploit any Joint Collaboration IP or intellectual property with respect thereto, by reason of joint ownership thereof, and each Party hereby waives any right it may have under the applicable Law of any jurisdiction to require any such approval or accounting.

9.1.4 Retained Know-How. Notwithstanding Section 9.1.1, Verily shall have no obligation to assign to DexCom any Know-How developed by Verily and included in DexCom Collaboration IP, except to the extent such Know-How (i) consists of subject matter that is patentable, copyrightable or otherwise registrable, or is otherwise claimed or included in a Patent, copyright registration or other statutory registration owned by DexCom under Section 9.1.1 (it being understood that the IP assigned to DexCom under Section 9.1.1 includes the right to seek patent, copyright or any other available statutory protection) or (ii) is expressly identified as DexCom-owned Know-How in [***]. Any Know-How developed by Verily and included in DexCom Collaboration IP, which Know-How is not assigned to DexCom under this Section 9.1.4 ("**Verily Retained Know-How**") shall be deemed part of Verily Collaboration IP and, without limiting the foregoing, shall be licensed to DexCom under Section 7.1.1(a) and 7.1.2(b) and subject to use and disclosure restrictions in Section 11.2.

9.1.5 Each Party shall disclose under the coordination of the Executive Sponsors to the other Party all Collaboration IP first conceived in the course of its performance of the [***] (or in the course of the Parties' activities [***], to the extent not disclosed previously) or required for the other Party to perform the activities assigned to it [***], and the Parties shall work in good faith, together with their respective counsel, to jointly identify respective lists of [***], Verily Software IP, or other Collaboration IP. Notwithstanding anything to the contrary, DexCom will have no obligation to share information with Verily regarding [***] and Verily will have no obligation to share information with DexCom regarding patenting Verily Software IP. The Parties will form a Patent Review Committee with equal representation. The composition, rules, and roles of the Patent Review Committee shall be defined under the Patent Committee Rules, which have been exchanged between the Parties in as of the Effective Date can be amended by consensus of the Patent Review Committee from time to time without amending this Agreement. If there is a conflict between the Patent Committee Rules and the Agreement, the Agreement shall govern. The representative(s) of each Party in the Patent Review Committee will consult with each other on patent claiming strategy for the Collaboration Patents in furtherance of [***].

9.1.6 The Parties acknowledge and agree that (i) DexCom has developed and will continue to develop [***] other than the Products outside the scope of the Collaboration, and (ii) to the extent DexCom uses in the Collaboration components or other technology from such [***], in no event shall such components or technology be deemed part of Joint Collaboration IP or licensed to Verily other than as expressly set forth in Section 7.2.1.

9.2 Joint Research Agreement**.** The Parties hereby acknowledge that this Agreement qualifies as a "joint research agreement" as defined in 35 U.S.C. § 100(h) and agree that the Parties will cooperate to take advantage of the "joint research agreement" provisions of 35 U.S.C. § 102(c), including by the filing of a terminal disclaimer as provided for in Manual of Patent Examining Procedure Section 717.02(c), if reasonably prudent or necessary during the filing and/or prosecution of a patent application that is subject to a license grant or assignment under this Agreement.

9.3 Patent Prosecution.

9.3.1 Verily Patents. As between the Parties, Verily shall have the right to control the Prosecution and Maintenance of the Verily Licensed Patents and Joint Collaboration Patents with at least one Verily inventor using counsel of its choice. Verily agrees to: (a) keep DexCom reasonably informed with respect to such activities; and (b) consult in good faith with DexCom regarding such matters, including notice prior to the abandonment of any claims thereof covering the Products and in the [***]. If Verily does not want to Prosecute and Maintain any of the Joint Collaboration Patents, then Verily shall give DexCom sufficient notice (i.e. in order to avoid any adverse events such as missing a filing deadline) and DexCom shall have the right to control the Prosecution and Maintenance of such Joint Collaboration Patents.

9.3.2 DexCom Patents. As between the Parties, DexCom shall have the right to control the Prosecution and Maintenance of the DexCom Collaboration Patents and Joint Collaboration Patents without any Verily inventors using counsel of its choice. DexCom agrees to: (i) keep Verily reasonably informed with respect to such activities; and (ii) consult in good faith with Verily regarding such matters, including notice prior the abandonment of any claims thereof covering the Products.

9.3.3 Filing Notice. Each Party agrees to give notice to the other Party at least four weeks prior to filing of any new patent application that constitutes Collaboration IP and highlight any proposed inclusion of the other Party's Confidential Information in such new patent application. Such Party will consult with the

other Party in good faith to resolve any objections to inventorship (under applicable law) and/or content of the patent application.

9.4 Defense of Third Party Infringement Claims. During the Term, if any Product that is Commercialized by DexCom or its Affiliates becomes the subject of a Third Party's claim or assertion of infringement of a Patent relating to the manufacture, use, sale, offer for sale or importation of such Product, the Party first having notice of the claim or assertion shall promptly notify the other Party, and the Parties shall promptly confer to consider the claim or assertion and the appropriate course of action. Except as provided in Section 11.4, or by separate written agreement of the Parties, each Party shall have the right to defend itself against a suit that names it as a defendant (the "**Defending Party**"). Except as provided in Section 11.4, neither Party shall enter into any settlement of any claim described in this Section 9.4 that adversely affects the other Party's rights or interests without such other Party's written consent, which consent shall not be unreasonably conditioned, withheld or delayed. In any event, the other Party shall reasonably assist the Defending Party and cooperate in any such litigation at the Defending Party's request and expense.

9.5 Enforcement.

9.5.1 Notice. Subject to the provisions of this Section 9.5 and during the Term, in the event that either Party reasonably believes that any Verily Licensed Patent (a) is being infringed by a Third Party or (b) is or will become subject to a declaratory judgment action arising from such infringement, in each case, (a) and (b), which infringement arises from the manufacture, sale, use or import of a [***] in the Territory (an "**Infringing Product**") such Party shall promptly notify the other Party.

9.5.2 Enforcement in the [***]. During the Term, DexCom shall have the initial right (but not the obligation), at its expense, to enforce the Verily Licensed Patents in the [***] or to defend any declaratory judgment action with respect thereto in the Territory (each, an "**Enforcement Action**"). Prior to the commencement of any activity by DexCom with respect to an Enforcement Action, (a) DexCom shall provide thirty (30) days advance written notice to Verily and (b) if requested by Verily, DexCom shall consult in good faith with respect to such Enforcement Action and consider in good faith Verily's input, including to prevent any Verily Licensed Patent to be subject to undue risk of invalidation. DexCom agrees not to settle any Enforcement Action, or intentionally make any admissions or assert any position in such Enforcement Action, in a manner that would materially adversely affect the validity, enforceability or scope of any Verily Licensed Patent in or outside the Territory, without the prior written consent of Verily, which shall not be unreasonably withheld, conditioned or delayed. In the event that DexCom or its designee fails to commence or defend an Enforcement Action with respect to Infringing Products in the Territory within [***] of a request by Verily to do so (or such shorter period as is necessary to bring and maintain such action), Verily or its designee may commence an Enforcement Action with respect to such Infringing Products at its own expense. In such case, Verily agrees not to settle any Enforcement Action, or intentionally make any admissions or assert any position in such Enforcement Action, in a manner that would materially adversely affect DexCom's rights or interests in [***] in the Territory, without the prior written consent of DexCom, which shall not be unreasonably withheld, conditioned or delayed.

9.5.3 Enforcement Outside of the [***]. As between the Parties, Verily shall have the sole right (but not the obligation), at its expense, to enforce the Verily Licensed Patents outside of the [***].

9.5.4 Cooperation. The Party commencing, controlling or defending any action under Section 9.5.2 (such Party, the "**Enforcing Party**") shall keep the other Party reasonably informed of the progress of any such Enforcement Action, and such other Party shall have the right to participate with counsel of its own choice at its own expense. The non-Enforcing Party hereby gives the Enforcing Party the right to name the non-Enforcing Party in any Enforcement Action if required for standing. In any event, the other Party shall reasonably cooperate with the Enforcing Party, including providing information and materials, at the Enforcing Party's request and expense. The Enforcing Party shall also have the right to control settlement of such Enforcement Action; *provided, however*, no settlement shall be entered into without the consent of the other Party, which consent not to be unreasonably withheld, conditioned or delayed, if such settlement would materially and adversely affect the interests of the other Party.

9.5.5 Recoveries. Any recovery received as a result of any Enforcement Action to enforce a Patent pursuant to Section 9.5.2 shall be used first to reimburse the Parties for the costs and expenses (including attorneys' and professional fees) incurred in connection with such Enforcement Action (and not previously reimbursed), and the remainder of the recovery shall be shared (a) for any Enforcement Action in the [***] and (b) for any Enforcement Action [***].

Article 10.
CONFIDENTIALITY

10.1 Confidentiality; Exceptions. Except to the extent expressly authorized by this Agreement or otherwise agreed by the Parties in writing, the Parties agree that the receiving Party shall keep confidential and shall not publish or otherwise disclose or use for any purpose other than as provided for in this Agreement any confidential or proprietary information or materials or Know-How furnished to it by the other Party pursuant to this Agreement and the terms and conditions of this Agreement (collectively, "**Confidential Information**"). Notwithstanding the foregoing, Confidential Information shall not be deemed to include information or materials to the extent that it can be established by the receiving Party that such information or material:

10.1.1 was already known to or possessed by the receiving Party, other than under an obligation of confidentiality (except to the extent such obligation has expired or an exception is applicable under the relevant agreement pursuant to which such obligation established), at the time of disclosure;

10.1.2 was generally available to the public or otherwise part of the public domain at the time of its disclosure to the receiving Party;

10.1.3 became generally available to the public or otherwise part of the public domain after its disclosure and other than through any act or omission of the receiving Party in breach of this Agreement;

10.1.4 was independently developed by the receiving Party without use of or reference to the disclosing Party's Confidential Information as demonstrated by documented evidence prepared contemporaneously with such independent development; or

10.1.5 was disclosed to the receiving Party on a non-confidential basis by a Third Party having the right to make such non-confidential disclosure.

10.2 Authorized Use and Disclosure. Each Party may use and disclose Confidential Information of the other Party as follows: (a) under appropriate confidentiality provisions substantially equivalent to those in this Agreement in connection with the performance of its obligations or exercise of rights granted to such Party in this Agreement; (b) to the extent such disclosure is reasonably necessary for the Prosecution and Maintenance of Patents (including applications therefor) in accordance with Section 9.3, prosecuting or defending litigation, filing for and conducting preclinical or clinical trials, obtaining and maintaining Regulatory Approvals for Products; (c) in communication with existing and potential acquirers, investors, strategic partners, licensees, distributors, consultants, advisors (including financial advisors, lawyers and accountants) and others on a need to know basis, in each case, under appropriate confidentiality provisions substantially equivalent to those of this Agreement; (d) for the purposes of the performance of this Agreement and exercising any rights of a Party pursuant to this Agreement and in connection with the grant of any license pursuant to Article 7 of this Agreement; or (e) to the extent mutually agreed to by the Parties. Notwithstanding the foregoing, and without limiting Section 9.1.4, to the extent any Verily Retained Know-How is Confidential Information, (i) such Verily Retained Know-How shall not be used by Verily or its Affiliates in the [***] except to perform the activities contemplated in the Agreement, (ii) Verily and its Affiliates shall not disclose to any Third Party in the [***] any such Verily Retained Know-How without DexCom's prior written consent except where such disclosure is for purposes of performing activities under this Agreement, and (iii) without limiting the foregoing, any disclosure of Verily Retained Know-How to any Third Party shall be under a use restriction limiting such use of such Verily Retained Know-How to be outside of [***]. In addition, to the extent any Know-How is assigned to DexCom under this Agreement, such Know-How shall be protected as DexCom's Confidential Information under this Article 7. Furthermore, during the Term, to the extent any proprietary, non-public Know-How is included in Joint Collaboration IP ("**Joint Collaboration Know-How**"), then (i) such Joint Collaboration Know-How shall not be used by Verily or its Affiliates in [***] except to perform the activities contemplated in the Agreement, (ii) Verily and its Affiliates shall not disclose to any Third Party for use in [***] any such Joint Collaboration Know-How without DexCom's prior written consent, and (iii) without limiting the foregoing, any disclosure of Joint Collaboration Know-How to any Third Party shall be under a use restriction limiting such use of such Joint Collaboration Know-How to be outside of [***].

10.3 Methods Marking Requirement. Any non-public algorithm or other method shared by a Party under this Agreement that is outside of the scope of [***] and is not marked or identified by such Party as confidential or proprietary will not be considered Confidential Information.

10.4 Required Disclosures. Notwithstanding anything to the contrary in this Agreement, each Party may make any disclosures required of it by applicable Law or the rules of a stock exchange upon which a Party's capital stock is listed, provided that (a) the Party required to make such disclosure (the "**Required Party**") shall notify the other Party in writing of the proposed content of the required disclosures at least five (5) Business Days prior to the date on which the disclosure is to be made, except with respect to the current report

on Form 8-K to be filed by DexCom immediately following the execution of this Agreement regarding its entry into this Agreement, and the non-Required Party shall be entitled to reasonably comment with respect to the form and content of such required disclosure, which the Required Party shall consider in good faith; (b) if so requested by the non-Required Party in the case of disclosures required by applicable Law, the Required Party shall use reasonable efforts to obtain an order protecting to the maximum extent possible the confidentiality of the provisions of this Agreement and the non-Required Party's Confidential Information as reasonably requested by the non-Required Party; and (c) if the Parties are unable to agree on the form or content of any required disclosure, such disclosure shall be limited to the minimum required as determined by the Required Party in consultation with its legal counsel. Without limiting the foregoing, the Required Party shall provide the non-Required Party with a draft of the proposed redactions to the provisions of this Agreement, together with exhibits or other attachments hereto, to be filed by Verily or DexCom with the Securities and Exchange Commission (or other applicable regulatory body) or as otherwise required by Law, and the non-Required Party shall be entitled to reasonably comment with respect to the content of the redactions, which the Required Party shall consider in good faith.

10.5 Prior Agreements. This Agreement supersedes (a) the Non-binding Term Sheet between DexCom and Verily exchanged by the Parties in August and September, 2018, (b) the Collaboration and License Agreement between DexCom and Google Life Sciences LLC, dated August 10, 2015, as amended, (c) the and Non-binding Term Sheet for Collaboration and License Agreement between DexCom and Google Inc. dated June 29, 2015, and, (d) solely with regard to the subject matter of this Agreement and the information disclosed pursuant hereto, the Non-Disclosure Agreement dated April 6, 2015 between DexCom and Google Inc., acting on its behalf and on behalf of its affiliates (collectively, the "**Prior Agreements**"). All Confidential Information disclosed by a Party under the Prior Agreements shall be deemed Confidential Information of such disclosing Party under this Agreement and shall be subject to the terms of this Article 10.

10.6 Publications. Each Party shall submit to the other Party any proposed publication or public disclosure containing clinical or scientific results for the Products at least thirty (30) days in advance to allow that Party to review such proposed publication or disclosure. The reviewing Party will promptly review such proposed publication or disclosure and make any objections or comments that it may have thereto, and the Parties shall discuss the advantages and disadvantages of publishing or disclosing such results. If the Parties are unable to agree on whether to publish or disclose the same, the matter shall be referred to the Executive Sponsors for review and comment. In resolving whether to publish or disclose the same, DexCom shall consider the good faith comments of Verily with respect thereto. This Section 10.6 shall not be deemed to limit the Parties' obligations under Section 10.1 above.

10.7 Press Release. Neither Party shall issue any press release or other public statement, whether oral or written, disclosing the existence of this Agreement, the terms hereof or any information relating to this Agreement without the prior written consent of the other Party.

Article 11.
REPRESENTATIONS, WARRANTIES AND COVENANTS; INDEMNIFICATION

11.1 General Representations and Warranties. Each Party represents and warrants to the other that:

11.1.1 it is duly organized and validly existing under the Laws of the jurisdiction of its incorporation, and has full corporate power and authority to enter into this Agreement and to carry out the provisions hereof;

11.1.2 it is duly authorized to execute and deliver this Agreement and to perform its obligations hereunder, and the person executing this Agreement on its behalf has been duly authorized to do so by all requisite corporate action;

11.1.3 this Agreement is legally binding upon it and enforceable in accordance with its terms. The execution, delivery and performance of this Agreement by it does not conflict with any agreement, instrument or understanding, oral or written, to which it is a party or by which it may be bound, nor violate any material applicable Law;

11.1.4 except for the Permitted Encumbrances, it has not granted, and shall not grant during the Term, any right to any Third Party which would conflict with the IP rights granted to the other Party hereunder;

11.1.5 it is not aware of any action, suit or inquiry or investigation instituted by any Person which questions or threatens the validity of this Agreement;

11.1.6 with respect to Verily only,

(a) Verily, together with its Affiliates, is the sole owner of the [***] and the [***] and has the exclusive right to such Patents to grant the licenses granted to DexCom hereunder;

(b) Verily will not assign or transfer any rights in the Verily Licensed Patents in a manner that would cause a license to be granted to a Third Party pursuant to [***];

(c) none of the agreements identified in Exhibit 1.63 grant any Third Party (i) any exclusive rights with respect to any of the Verily Licensed Patents in [***], (ii) any right to Verily Know-How in [***], (iii) any right to file applications for, prosecute, maintain, enforce or defend any of the Verily Licensed Patents in [***], or (iv) rights necessary to Develop, Manufacture and Commercialize [***];

(d) without limiting the foregoing, Verily has not, prior to the Effective Date, and will not have, as of the Effective Date, (i) assigned to any Third Party any Verily IP for which Verily granted any license or other rights to DexCom under the Original Agreement, or (ii) otherwise granted to any Third Party any rights to such Verily IP that, in each case (i) and (ii), adversely affect Verily's ability to grant rights to or in such Verily IP to the same extent that Verily granted such rights in the Original Agreement; and

(e) it will conduct its obligations under [***] and Commercialization Plan, including the Development of Products thereunder, using its employees or contractors that are obligated to assign to Verily and/or its Affiliates all rights in and to any Collaboration IP and associated intellectual property rights and to maintain in confidence all of the other Party's Confidential Information, and will not use any employee of an Affiliate in the conduct of such [***] and Commercialization Plan unless such employee is under such obligations of assignment and confidentiality.

11.1.7 DexCom Antitrust Representation. DexCom represents and warrants to Verily that DexCom, or if different its ultimate parent entity under the HSR Act, has determined that the value of the non-exempt assets it will acquire from Verily under this Agreement (including U.S. patent rights), as determined under the HSR Act (including 16 C.F.R. Section 801.10), is less than $84.4 million and has therefore concluded, taking into account the aggregation rules under the HSR Act, that the HSR Act's size of transaction test will not be satisfied, with respect to the non-exempt assets DexCom will acquire under this Agreement.

11.1.8 Verily Service Covenants. Verily covenants that the Verily Services provided by it hereunder will be provided by qualified professionals conforming to Verily's standard practices (in no event less than industry standard practices) governing the design and development of application software of the same general nature and complexity.

11.2 Disclaimer of Warranties. EXCEPT AS SET FORTH IN THIS ARTICLE 11, VERILY AND DEXCOM EXPRESSLY DISCLAIM ANY WARRANTIES OR CONDITIONS, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THE SUBJECT MATTER OF THIS AGREEMENT (INCLUDING THE VERILY IP, VERILY BACKGROUND IP, JOINT COLLABORATION IP, OR COLLABORATION IP ASSIGNED TO DEXCOM FROM VERILY), INCLUDING ANY WARRANTY OF MERCHANTABILITY, NONINFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT OF THE INTELLECTUAL PROPERTY RIGHTS OF THIRD PARTIES.

11.3 Limitation of Liability. WITHOUT LIMITING EITHER PARTY'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 11.4 BELOW, NEITHER PARTY SHALL BE LIABLE TO THE OTHER UNDER THIS AGREEMENT FOR ANY LOSS OF PROFITS, LOSS OF BUSINESS, INTERRUPTION OF BUSINESS, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND SUFFERED BY SUCH OTHER PARTY FOR BREACH HEREOF, WHETHER BASED ON CONTRACT OR TORT CLAIMS OR OTHERWISE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS; PROVIDED, HOWEVER, THAT THE FOREGOING SHALL NOT APPLY TO ANY MATERIAL WILLFUL BREACH OF THIS AGREEMENT BY A PARTY OR A BREACH OF A PARTY'S CONFIDENTIALITY OBLIGATIONS UNDER ARTICLE 10.

11.4 Indemnification.

11.4.1 Indemnification by Verily. Verily hereby agrees to defend, hold harmless and indemnify (collectively, "**Indemnify**") DexCom and its Affiliates, and its and their agents, directors, officers and employees (the "**DexCom Indemnitees**") from and against any liability or expense (including reasonable legal expenses and attorneys' fees) (collectively, "**Losses**"), resulting from suits, claims, actions and demands, in each case brought by a Third Party (each, a "**Third-Party Claim**") arising out of (a) a breach of any of Verily's covenants, representations or warranties hereunder, (b) the gross negligence or willful misconduct or omission of Verily or its Affiliates under this Agreement, (c) actual or alleged infringement of the intellectual property rights of a Third Party by a Verily Service or deliverable of Verily under the Development Plan ("**Verily Deliverable**"), except to the extent that such infringement results from a modification, enhancement or improvement made or

implemented by DexCom to the Verily Deliverable, or combination of the Verily Deliverable with materials not furnished by Verily. Verily's obligation to Indemnify the DexCom Indemnitees pursuant to this Section 11.4.1 shall not apply to the extent that any such Losses arise from the gross negligence or intentional misconduct of any DexCom Indemnitee, arise from any material breach by DexCom of this Agreement; or are Losses for which DexCom is obligated to Indemnify the Verily Indemnitees pursuant to Section 11.4.3. Verily may, at Verily's option, (i) obtain, at its expense, a license from such Third Party for the benefit of DexCom and its customers, and/or (ii) replace or modify the deliverable in question so that it is no longer infringing but provides comparable functionality. Verily's obligation to indemnify under this Section 11.4.1 shall not extend to use of its deliverable or Verily Service after Verily has offered or implemented a technically reasonable non-infringing alternative design with comparable functionality.

11.4.2 Indemnification by Verily for [***]. Verily hereby agrees to Indemnify the DexCom Indemnitees from and against any and all Losses resulting from a claim by [***].

11.4.3 Indemnification by DexCom. DexCom hereby agrees to Indemnify Verily and its Affiliates, and its and their agents, directors, officers and employees (the "**Verily Indemnitees**") from and against any and all Losses resulting from Third-Party Claims arising out of: (a) a breach of any of DexCom's covenants, representations or warranties hereunder, (b) the gross negligence or willful misconduct or omission of DexCom or its Affiliates under this Agreement, (c) actual or alleged infringement of the intellectual property rights of a Third Party by a deliverable of DexCom under the Development Plan ("**DexCom Deliverable**"), except to the extent that such infringement results from a modification, enhancement or improvement made or implemented by Verily to the DexCom Deliverable, or combination of the DexCom Deliverable with materials not furnished by DexCom. DexCom's obligation to Indemnify the Verily Indemnitees pursuant to this Section 11.4.3 shall not apply to the extent that any such Losses arise from the gross negligence or intentional misconduct of any Verily Indemnitee, arise from any material breach by Verily of this Agreement or are Losses for which Verily is obligated to Indemnify the DexCom Indemnitees pursuant to Section 11.4.1.

11.4.4 Procedure. The indemnified Party shall provide the indemnifying Party with prompt notice of the Third-Party Claim or [***] giving rise to the indemnification obligation pursuant to this Section 11.4 and, to be eligible to be Indemnified hereunder, the exclusive ability to defend (with the reasonable cooperation of the indemnified Party) or settle any such claim; provided, however, that the indemnifying Party shall not enter into any settlement that admits fault, wrongdoing or damages without the indemnified Party's written consent, such consent not to be unreasonably withheld or delayed. The indemnified Party shall have the right to participate, at its own expense and with counsel of its choice, in the defense of any claim or suit that has been assumed by the indemnifying Party.

11.5 Insurance. Each Party shall obtain and maintain, during the term of this Agreement and for six (6) years thereafter, comprehensive general liability insurance, including products liability insurance and coverage for clinical trials. Such insurance shall be with reputable and financially secure insurance carriers, or self-insurance in a form and at levels consistent with industry standards based upon such Party's activities hereunder and indemnification obligations hereunder, and shall name the other Party as an additional insured. Such liability insurance or self-insurance shall be maintained on an occurrence basis to provide such protection after expiration or termination of the policy itself or this Agreement.

Article 12.
TERM AND TERMINATION

12.1 Term. This Agreement shall become effective as of the Effective Date and continue in full force and effect, unless earlier terminated pursuant to the other provisions of this Article 12, until December 31, 2028, *provided* that upon achievement of the first revenue-related Milestone Event and the payment of the Milestone Payment related thereto (or corresponding cash amount calculated pursuant to Section 8.2.2) the term shall be extended until December 31, 2033 (the "**Term**").

12.2 Termination for Breach. Either Party may terminate this Agreement in the event the other Party materially breaches this Agreement, and such material breach shall have continued for [***] days after written notice thereof was provided to the breaching Party by the other Party. Any such termination shall become effective at the end of such [***] day period unless the breaching Party has cured any such material breach prior to the expiration of the [***] day period, provided, however, in the event that, following the Launch of the first Product, a good faith dispute arises with respect to the existence of any material breach of a Party's obligations to use Commercially Reasonable Efforts to Develop, Manufacture, Launch, or Commercialize (which material breach, if existing, would give the other Party the right to terminate this Agreement as set forth herein), such termination right shall be tolled commencing on the date of receipt of written notice of such good faith dispute until such time as the dispute is resolved pursuant to Article 13. If this Agreement is terminated following a tolling period as described in this Section 12.2, then, for purposes of determining what constitutes Verily Background IP, the "Term" shall be deemed to end on the date on which such termination would otherwise have been effective in the absence of such tolling.

12.3 General Effects of Expiration or Termination.

12.3.1 Accrued Obligations. Expiration or termination of this Agreement for any reason shall not release either Party of any obligation or liability which, at the time of such expiration or termination, has already accrued to the other Party or which is attributable to a period prior to such expiration or termination.

12.3.2 Non-Exclusive Remedy. Notwithstanding anything herein to the contrary, termination of this Agreement by a Party shall be without prejudice to other remedies such Party may have at Law or equity.

12.3.3 Licenses. Section 7.1 (Licenses to DexCom) (except for Section 7.1.6 (License to Verily Trademarks)) and Section 7.2.2 (License to [***]) shall survive any expiration or termination of Agreement, *provided however,* that: (i) each of the licenses granted to DexCom pursuant to Section 7.1.1(a) and Section 7.1.4 shall (upon such expiration or termination) become non-exclusive (but shall otherwise be subject to the terms set forth therein); and (ii) for clarity, Section 7.1.5 (Covenant Not to Sue for DexCom [***]) will not apply beyond the limited period specified therein.

12.3.4 General Survival. In addition to the surviving provisions identified in Section 12.3.3. above, Article 1 (Definitions), Section 5.5 (Reporting), Section 7.3 (No Other Rights), Section 7.4 (Other Licenses), Article 8 (Payments) (except for Section 8.1 (Second Upfront Fee) unless such payment is due prior such termination or expiration and Section 8.2.3 (Incentive Payment) unless such payment is due before such termination or expiration, and provided that Section 8.7 (Reports) and Section 8.8 (Inspection of Records) survive only as long as DexCom or its Affiliates are Commercializing any Products), Section 9.1 (Ownership) (except for Section 9.1.5), Section 9.3 (Patent Prosecution), Section 9.5.3 (Enforcement Outside of [***]), Article 10 (Confidentiality) (except for the last sentence of 10.2 with respect to Joint Collaboration Know-How), Section 11.2 (Disclaimer of Warranties), Section 11.3 (Limitation of Liability), Section 11.4 (Indemnification), Section 11.5 (Insurance), Section 12.3 (General Effects of Expiration or Termination), Article 13 (Dispute Resolution), and Article 14 (Miscellaneous) shall survive expiration or termination of this Agreement for any reason, *provided however*, that: (i) if this Agreement terminates for Verily's breach or bankruptcy, then in addition to the foregoing, Section 7.6 ([***] Supply) shall survive for 2 years after such termination; and (ii) for clarity, Section 11.5 (Insurance) will not apply beyond the limited period specified therein. Except as otherwise provided in this Section 12.3.4, all rights and obligations of the Parties under this Agreement shall terminate upon expiration or termination of this Agreement for any reason.

Article 13.
DISPUTE RESOLUTION

13.1 Dispute Resolution. The Parties agree that any dispute, controversy or claim arising from or in connection with (a) the interpretation, enforcement, termination or invalidity of this Agreement, (b) the failure of the Executive Sponsors to reach unanimous agreement on any issue within their authority under this Agreement, (c) any alleged failure to perform, or breach of, this Agreement, (d) or claim relating to the ownership, scope, validity, enforceability or infringement of any Patent rights covering the manufacture, use or sale of any Product or of any Trademark rights relating to any Product, or (e) any issue relating to the interpretation or application of this Agreement (each, a "**Dispute**"), shall be first referred to the Chief Executives of DexCom and Verily for resolution in accordance with Section 2.1.2. In the event that the Chief Executives are unable to reach agreement with respect to such Dispute in accordance with Section 2.1.2, such Dispute shall be resolved through the procedures set forth in this Article 13.

13.2 Jurisdiction; Venue. Other than those Disputes resolved as described in Section 13.3 all Disputes shall be subject to the exclusive jurisdiction and venue of the federal courts within the State of California. Each Party hereto waives and covenants not to assert or plead any objection that such Party might otherwise have to such jurisdiction and venue. Except as set forth herein, each Party hereto hereby agrees not to commence any legal proceedings relating to or arising out of this Agreement or the transactions contemplated hereby in any jurisdiction or courts.

13.3 Executive Sponsor Disputes. Disputes as to matters within the authority of the Executive Sponsors will be resolved as set forth in Section 2.1.2 and shall not otherwise be subject to the provisions of this Article 13; provided that any Dispute as to the application of such Section 2.1.2 shall be subject to the provisions of this Article 13.

Article 14.
MISCELLANEOUS

14.1 Governing Law. This Agreement and any dispute arising from the performance or breach hereof shall be governed by and construed and enforced in accordance with the Law of the State of California, without reference to conflicts of laws principles.

14.2 Assignment. This Agreement shall not be assignable by either Party to any Third Party without the written consent of the other Party and any such attempted assignment shall be void. Notwithstanding the foregoing, either Party may assign this Agreement, without the written consent of the other Party, to an Affiliate or to an entity that acquires all or substantially all of the business or assets of such Party to which this Agreement pertains (whether by merger, reorganization, acquisition, sale or otherwise), and agrees in writing to be bound by the terms and conditions of this Agreement. No assignment or transfer of this Agreement shall be valid and effective unless and until the assignee/transferee agrees in writing to be bound by the provisions of this Agreement. The terms and conditions of this Agreement shall be binding on and inure to the benefit of the permitted successors and assigns of the Parties. Notwithstanding Section 8.5, in the event any withholding or similar tax is levied by or due to an assignment of this Agreement or any obligation by a Party to an Affiliate or any Third Party, then such Party (itself or its successor) shall bear the full cost of such tax. Except as expressly provided in this Section 14.2, any attempted assignment or transfer of this Agreement shall be null and void.

14.3 Notices. Any notice, request, delivery, approval or consent required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been sufficiently given if delivered in person, transmitted via electronic mail or by express courier service (signature required) or five (5) days after it was sent by registered letter, return receipt requested (or its equivalent), provided that no postal strike or other disruption is then in effect or comes into effect within two (2) days after such mailing, to the Party to which it is directed at its physical or email address shown below or such other address. Notices sent by electronic means shall be effective upon confirmation of receipt, notices sent by mail or overnight delivery service shall be effective upon receipt, and notices given personally shall be effective when delivered.

If to Verily, addressed to: Verily Life Sciences LLC
269 East Grand Avenue
South San Francisco, CA 94080
Attention: Andy Conrad
Email: [***]

With a copy to (which shall not constitute notice): Verily Life Sciences LLC
269 East Grand Avenue
South San Francisco, CA 94080
Attention: General Counsel
Email: [***]
with a copy to [***]

If to DexCom, addressed to: DexCom, Inc.
6340 Sequence Drive
San Diego, CA 92121
Attention: Kevin Sayer,
President and Chief Executive Officer
Email: [***]

With a copy (which shall not constitute notice) to: Fenwick & West LLP
801 California Street
Mountain View, CA 94041
Attention: Stefano Quintini and Michael Brown
Email: [***]

14.4 Waiver. Neither Party may waive or release any of its rights or interests in this Agreement except in writing. The failure of either Party to assert a right hereunder or to insist upon compliance with any term or condition of this Agreement shall not constitute a waiver of that right or excuse a similar subsequent failure to perform any such term or condition. No waiver by either Party of any condition or term in any one or more instances shall be construed as a continuing waiver of such condition or term or of another condition or term.

14.5 Severability. If any provision hereof should be held invalid, illegal or unenforceable in any jurisdiction, the Parties shall negotiate in good faith a valid, legal and enforceable substitute provision that most nearly reflects the original intent of the Parties and all other provisions hereof shall remain in full force and effect in such jurisdiction and shall be liberally construed in order to carry out the intentions of the Parties as nearly as may be possible. Such invalidity, illegality or unenforceability shall not affect the validity, legality or enforceability of such provision in any other jurisdiction. If a Party seeks to avoid a provision of this Agreement by asserting that such provision is invalid, illegal or otherwise unenforceable, such action shall be deemed to be a material breach of this Agreement.

14.6 No Third Party Beneficiaries. Except for the rights to indemnification provided for certain Third Parties as specified in Section 11.4 and as otherwise specified in this Section 14.6, all rights, benefits and remedies under this Agreement are solely intended for the benefit of DexCom and its Affiliates and Verily and its Affiliates, and except for such rights to indemnification expressly provided pursuant to Section 11.4, no Third Party shall have any rights whatsoever to (a) enforce any obligation contained in this Agreement (b) seek a benefit or remedy for any breach of this Agreement, or (c) take any other action relating to this Agreement under any legal theory, including, actions in contract, tort (including but not limited to, negligence, gross negligence and strict liability), or as a defense, setoff or counterclaim to any action or claim brought or made by either Party. Notwithstanding the foregoing, Onduo shall be a Third Party beneficiary with respect to the obligations to make payments or transfer shares to Onduo under this Agreement, which payments shall be "Product Fee Payments" as referenced in the Contribution Agreement between Verily Life Sciences LLC and Onduo LLC.

14.7 Entire Agreement/Modification. This Agreement, including its Exhibits, sets forth all the covenants, promises, agreements, warranties, representations, conditions and understandings between the Parties and supersedes and terminates all prior agreements and understandings between the Parties including the Original Agreement and the Prior Agreements. No subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the Parties unless reduced to writing and signed by the respective authorized officers of the Parties. All references to the Original Agreement in any other agreement or other document between the Parties that pre-dates the Effective Date shall, on and after the Effective Date, be deemed to refer to this Agreement (except to the extent, if any, that such interpretation would conflict with the terms of this Agreement as they refer or pertain to the Original Agreement).

14.8 Relationship of the Parties. The Parties agree that the relationship of Verily and DexCom established by this Agreement is that of independent contractors. Furthermore, the Parties agree that this Agreement does not, is not intended to, and shall not be construed to, establish an employment, agency or any other relationship. Except as may be specifically provided herein, neither Party shall have any right, power or authority, nor shall they represent themselves as having any authority to assume, create or incur any expense, liability or obligation, express or implied, on behalf of the other Party, or otherwise act as an agent for the other Party for any purpose.

14.9 Force Majeure. Except with respect to payment of money, neither Party shall be liable to the other for failure or delay in the performance of any of its obligations under this Agreement for the time and to the extent such failure or delay is caused by earthquake, riot, civil commotion, war, terrorist acts, strike, flood, or governmental acts or restriction or other cause, in each case to the extent beyond the reasonable control of the respective Party (any of the foregoing, "**Force Majeure Event**"). The Party affected by such force majeure will provide the other Party with full particulars thereof as soon as it becomes aware of the same (including its best estimate of the likely extent and duration of the interference with its activities), and will use Commercially Reasonable Efforts to overcome the difficulties created thereby and to resume performance of its obligations as soon as practicable. If the performance of any such obligation under this Agreement is delayed owing to such a force majeure for any continuous period of more than [***] days, the Parties will consult with respect to an equitable solution.

14.10 Compliance with Laws/Other. Notwithstanding anything to the contrary contained herein, all rights and obligations of Verily and DexCom are subject to prior compliance with, and each Party shall comply with, all applicable Laws, including obtaining all necessary approvals required by the applicable agencies of the governments of the United States and foreign jurisdictions. In addition, each Party shall conduct its activities under the Collaboration in accordance with good scientific and business practices.

14.11 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together, shall constitute one and the same instrument.

14.12 Bankruptcy Matters. All licenses granted under this Agreement are deemed to be, for purposes of Section 365(n) of the United States Bankruptcy Code (the "**Bankruptcy Code**"), licenses of rights to "intellectual property" as defined in Section 101 of the Bankruptcy Code. The Parties agree that each Party may fully exercise all of its rights and elections under the Bankruptcy Code.

[The remainder of this page intentionally left blank; the signature page follows.]

IN WITNESS WHEREOF, the Parties have executed this Agreement in duplicate originals by their duly authorized representatives as of the Effective Date, with effect as of Effective Date.

VERILY LIFE SCIENCES LLC

By:	/s/ Andrew Conrad
Name:	Andrew Conrad
Title:	Chief Operating Officer
Date:	

VERILY IRELAND LIMITED

By:	/s/ Kristian Marthinsen
Name:	Kristian Marthinsen
Title:	Director
Date:	11/19/2018

DEXCOM, INC.

By:	/s/ Quentin Blackford
Name:	Quentin Blackford
Title:	Chief Financial Officer
Date:	11/20/2018

List of Exhibits

Exhibit 1.92 – Permitted Encumbrances
Exhibit 1.143 – [***]
Exhibit 1.144 – [***]
Exhibit 1.153 – [***]

EXHIBIT 1.92
PERMITTED ENCUMBRANCES

[***]

EXHIBIT 1.143

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EXHIBIT 1.153

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EXHIBIT 8.6

STOCK PURCHASE AGREEMENT

[Previously Filed]

Exhibit 19.1

DEXCOM, INC.

Procedures and Guidelines Governing Securities Trades by Company Personnel

As Adopted by the Board of Directors on March 11, 2005 and amended through February 27, 2023

I. PURPOSE

It is illegal for any employee, officer or director of DexCom, Inc. (collectively, with its subsidiaries, the "***Company***") to trade in the securities of the Company while in the possession of material nonpublic information about the Company. It is also illegal for any employee, officer or director of the Company to give material nonpublic information to others who may trade on the basis of that information.

In order to comply with federal and state securities laws governing (i) trading in Company securities while in the possession of material nonpublic information concerning the Company and (ii) tipping or disclosing material nonpublic information to any outside persons, and in order to prevent the appearance of improper trading or tipping, the Company has adopted this policy for all of its employees, officers and directors, members of their immediate families and others living in their households, and venture capital funds and other entities (such as trusts and corporations) over which such employees, officers or directors have or share voting or investment control.

II. SCOPE

A. This policy covers all employees, officers and directors of the Company, members of their immediate families and others living in their households and venture capital funds and other entities (such as trusts and corporations) over which such employees, officers or directors have or share voting or investment control (collectively referred to herein as "***employees, officers or directors***"). Employees, officers and directors are responsible for ensuring compliance by their immediate families and other members of their households and entities over which they exercise voting or investment control.

B. This policy applies to any and all transactions in the Company's securities, including shares of its Common Stock and options to purchase Common Stock or other rights to acquire Common Stock, such as restricted stock units (as described in more detail in Section VI.E below), however acquired, and any other type of securities that the Company may issue, such as shares of preferred stock, convertible debentures, warrants and exchange-traded options or other derivative securities.

C. This policy will be communicated to all employees, officers and directors upon its adoption by the Company, and to all new employees, officers and directors at the start of their employment or relationship with the Company. Upon first receiving a copy of this policy or any revised versions, each employee, officer or director must sign a certification that he or she has received a copy and agrees to comply with the terms of this policy. This certification and agreement will constitute consent for the Company to impose sanctions for violation of this policy and to issue any necessary stop-transfer orders to the Company's transfer agent to enforce compliance with this policy. As discussed in Section VII.B, sanctions for individuals may include demotion or other disciplinary actions, up to and including termination of employment, if the Company has a reasonable basis to conclude that this policy has been violated. Section 16 Parties, as defined below, may be required to certify compliance with this policy on an annual basis.

D. This policy allows for trades by employees, officers and directors made in compliance with Rule 10b5-1 ("***Rule 10b5-1***") promulgated by the Securities and Exchange Commission (the "***SEC***") under the Securities Exchange Act of 1934, as amended ("***Exchange Act***"), subject to the approval of the Compliance Officer (as defined in Section IV below).

E. The Company may change these procedures or adopt such other procedures in the future as the Company considers appropriate in order to carry out the purposes of this policy.

III. SECTION 16 PARTIES; ACCESS PERSONS

A. ***Section 16 Parties.*** The Company has designated those persons listed on Exhibit A attached hereto as the officers (as defined in Rule 16a-1(f) of the Exchange Act) and directors who are subject to the reporting provisions and trading restrictions of Section 16 of the Exchange Act, and the underlying rules and regulations promulgated by the SEC. Each such person, and each entity affiliated or associated with any such officer or director, is referred herein as a "***Section 16 Party***," and collectively the "***Section 16 Parties***." Section 16 Parties must obtain prior approval of all trades in Company securities from the Chief Financial Officer and Compliance Officer in accordance with the procedures set forth in Section VI below. The Company will amend Exhibit A from time to time as necessary to reflect the addition and the resignation, departure or change of status of Section 16 Parties. Each Section 16 Party must notify the Compliance Officer in writing when such Section 16 Party believes that he or she is no longer subject to Section 16 of the Exchange Act. If the Company agrees that such Section 16 Party is no longer so subject, or if the Company determines independently that such Section 16 Party is no longer so subject, then such Section 16 Party automatically will be deemed to be removed from Exhibit A effective when it is determined that such Section 16 Party is no longer subject to Section 16 of the Exchange Act. The Company will notify any Section 16 Party in writing if the Company independently determines that such Section 16 Party is no longer legally subject to Section 16 of the Exchange Act.

B. ***Access Persons.*** The Company has designated those persons listed on Exhibit B attached hereto as the persons who have regular access to material nonpublic information in the normal course of their duties for the Company (other than Section 16 Parties); each person listed on Exhibit B is referred to herein as an "***Access Person***." The executive leadership team, which is comprised of the Section 16 Parties (the "***Executive Leadership Team***"), with input from departmental team leaders, shall determine the list of Access Persons for each fiscal year before the start of such fiscal year. Access Persons must obtain prior approval of all trades in Company securities from the Chief Financial Officer and Compliance Officer in accordance with the procedures set forth in Section VI below. The Company will amend Exhibit B from time to time as necessary to reflect the addition and the resignation, departure or change of status of Access Persons. If the Company determines that such Access Person is no longer subject to the requirements of this Section III.B., then such Access Person will be deemed to be removed from Exhibit B effective when it was so determined. The Company will notify any Access Person in writing if the Company independently determines that such Access Person no longer has access to material nonpublic information about the Company.

C. ***Director-Level Employees.*** Each employee at a "director" level or above who is not a Section 16 Party or an Access Person (a "***Director-Level Employee***") must obtain prior approval of all trades in Company securities from the Chief Financial Officer and Compliance Officer in accordance with the procedures set forth in Section VI below.

IV. INSIDER TRADING COMPLIANCE OFFICER

The Company has designated the Company's Chief Legal Officer, as its insider trading compliance officer ("***Compliance Officer***"), and in the event of the Chief Legal Officer's unavailability, the Company's Chief Financial Officer or Chief Executive Officer, shall be authorized to serve as Compliance Officer in the interim. The Chief Financial Officer and Compliance Officer (or his or her designee) will review and either approve or prohibit all proposed trades by Section 16 Parties or Access Persons in accordance with the procedures set forth in Section VI.D below, except that with respect to the Chief Financial Officer or Compliance Officer, any proposed trades must be approved by the other officer, or Chief Executive Officer. The Compliance Officer, Chief Financial Officer and Chief Executive Officer may consult with the Company's outside legal counsel.

In addition to the trading approval duties described in Section VI.D below, the duties of the Compliance Officer will include the following:

A. Administering and interpreting this policy and monitoring and enforcing compliance with all provisions and procedures of this policy.

B. Responding to all inquiries relating to this policy and its procedures.

C. Designating and announcing special trading blackout periods (a "***Blackout Period***") during which no designated employees, officers or directors may trade in Company securities.

D. Providing copies of this policy and other appropriate materials to all current and new employees, officers and directors, and such other persons who the Compliance Officer determines may have access to material nonpublic information concerning the Company.

E. Administering, monitoring and enforcing compliance with all federal and state insider trading laws and regulations, including, without limitation, Sections 10(b), 16, 20A and 21A of the Exchange Act and the rules and regulations promulgated thereunder, and Rule 144 under the Securities Act of 1933, as amended ("***Securities Act***"); and assisting in the preparation and filing of all required SEC reports relating to insider trading in Company securities, including without limitation Forms 3, 4, 5 and 144 and Schedules 13D and 13G.

F. Revising the policy as necessary to reflect changes in federal or state insider trading laws and regulations.

G. Maintaining as Company records originals or copies of all documents required by the provisions of this policy or the procedures set forth herein, and copies of all required SEC reports relating to insider trading, including without limitation Forms 3, 4, 5 and 144 and Schedules 13D and 13G.

H. Maintaining the accuracy of the list of Section 16 Parties as attached on Exhibit A and the list of Access Persons as attached on Exhibit B, and updating such lists periodically as necessary to reflect additions or deletions.

The Chief Financial Officer and Compliance Officer may designate one or more individuals who may perform that officer's duties in the event that one or both of them is unable or unavailable to perform such duties.

V. DEFINITION OF "MATERIAL NONPUBLIC INFORMATION"

A. "MATERIAL" INFORMATION

Information about the Company is "material" if it would be expected to affect the investment or voting decisions of a reasonable stockholder or investor, or if the disclosure of the information would be expected to alter significantly the total mix of the information in the marketplace about the Company. In simple terms, material information is any type of information that could reasonably be expected to affect the market price of the Company's securities. Both positive and negative information may be material. While it is not possible to identify all information that would be deemed "material," the following types of information ordinarily would be considered material:

- Financial performance, especially quarterly and year-end earnings, and significant changes in financial performance or liquidity.
- Financial and operational forecasts.
- Results or material data of clinical or pre-clinical testing or trials, or other significant development milestones.
- Significant communications to or from, or receipt of information from, United States or foreign regulatory authorities regarding products and/or product candidates.
- Operational metrics of the Company or its partners, such as customer counts and associated retention or attrition rates, performance or other metrics, employee counts and distribution by geography or function and any changes in such metrics.
- Potential material mergers and acquisitions or material sales of Company assets or subsidiaries.
- Stock splits, public or private securities/debt offerings, or changes in Company dividend policies or amounts.
- Significant changes in senior management.
- Regulatory approvals of products and the achievement of key product development milestones.
- Customer, product, pricing, geography and market strategies and shifts.
- Developments regarding customers, suppliers or partners, such as the potential acquisition or loss of a significant contract, development agreement or strategic relationship.
- Initiation of a significant lawsuit.
- Introduction of key new products.
- Changes in the Company's auditor or notification that the Company may no longer rely on an auditor's report.
- Significant cybersecurity incident experienced by the Company.

B. “NONPUBLIC” INFORMATION

Material information is “nonpublic” if it has not been widely disseminated to the public, for example, through major newswire services, national news services, webcasts or financial news services. For the purposes of this policy, information will be considered public, i.e., no longer “nonpublic,” at the open of trading on the third full trading day following the Company’s widespread public release of the information.

C. CONSULT THE COMPLIANCE OFFICER FOR GUIDANCE

Employees, officers or directors who are unsure whether the information that they possess is material or nonpublic must consult the Compliance Officer for guidance before trading in any Company securities.

VI. STATEMENT OF COMPANY POLICY AND PROCEDURES

A. PROHIBITED ACTIVITIES

1. No employee, officer or director may trade in Company securities while possessing material nonpublic information concerning the Company (except as permitted by Section VI.C). It does not matter that there may exist a justifiable reason for a purchase or sale apart from the nonpublic information; if the employee, officer or director has material nonpublic information, the prohibition still applies. For clarity, as used in this policy, a “trade” excludes the exercise of an option in order to hold shares of stock, and not accompanied by a sale.

2. No employee, officer or director may trade in Company securities outside of the applicable “trading windows” described in Section VI.B below and no employee, officer or director may trade in the Company securities during any Blackout Periods designated by the Compliance Officer that are applicable to such employee, officer or director (except as permitted by Section VI.C and Section VI.D.3).

3. No Section 16 Party or Access Person may trade in Company securities unless the trade has been approved by the Chief Financial Officer and Compliance Officer in accordance with the procedures set forth in Section VI.D below (except as permitted by Section VI.C and Section VI.D.3).

4. The Compliance Officer may not trade in Company securities unless the trade has been approved by the Company’s Chief Financial Officer or Chief Executive Officer in accordance with the procedures set forth in Section VI.D below (except as permitted by Section VI.C and Section VI.D.3).

5. No employee, officer or director may disclose material nonpublic information concerning the Company to any outside person (including family members, analysts, individual investors and members of the investment community and news media), unless required as part of the regular duties of such employee, director or officer for the Company or authorized by the Compliance Officer. In any instance in which such information is disclosed to outsiders, the Company will take such steps as are necessary to preserve the confidentiality of the information, including requiring the outsider to agree in writing to comply with the terms of this policy and/or to sign a confidentiality agreement. All inquiries from outsiders regarding material nonpublic information about the Company must be forwarded to the Compliance Officer.

6. No employee, officer or director may give trading advice of any kind about the Company to anyone while possessing material nonpublic information about the Company, except that employees, officers or directors should advise others not to trade if doing so might violate the law or this policy. The Company strongly discourages all employees, officers and directors from giving trading advice concerning the Company to third parties even when the employees, officers and directors do not possess material nonpublic information about the Company.

7. No employee, officer or director may acquire, sell, or trade in any interest or position relating to the future price of Company securities, such as a put option, a call option or a short sale (including a short sale “against the box”).

8. No employee, officer or director may (a) trade in the securities of any other public company while possessing material nonpublic information concerning that company obtained in the course of service as an employee, officer or director, (b) “tip” or disclose such material nonpublic information concerning any other public company to anyone, or (c) give trading advice of any kind to anyone concerning any other public company while possessing such material nonpublic information about that company.

9. Except as permitted by Section VI.B(1), Section VI.C and Section VI.D.3, no employee, officer or director may make a gift or other transfer without consideration of Company securities during a period when that employee, officer or director is not permitted to trade.

10. No employee, officer or director may participate, in any manner other than passive observation, in any of the investment or stock-related Internet “chat” rooms, blogs, social media sites or message boards relating to the Company.

11. No entity over which an employee, officer or director has or shares voting or investment control may distribute securities of the Company to its limited partners, general partners or stockholders during a period when the employee, officer or director is not permitted to trade, unless the limited partners, general partners or stockholders of that entity have agreed in writing to hold the securities until the next open trading window described in VI.B below.

12. It is the Company’s policy to disclose material information concerning the Company to the public only in accordance with its communications and disclosure guidelines and policies, in order to avoid inappropriate publicity and to ensure that all such information is communicated in a way that is reasonably designed to provide broad, non-exclusionary distribution of information to the public. All inquiries or calls from the press, investors and financial analysts should be referred to the Executive Vice President of Strategy and Corporate Development or, in his absence, the Chief Executive Officer (or their designees). The Company has designated its Chief Executive Officer and Executive Vice President of Strategy and Corporate Development as its official spokespersons for financial matters and for marketing, technical and other related information. These persons are the only ones who are authorized to communicate with the press, investors or financial analysts on behalf of the Company, unless specifically authorized to do so by the Chief Executive Officer or the Executive Vice President of Strategy and Corporate Development.

B. TRADING WINDOWS AND BLACKOUT PERIODS

1. ***Trading Windows for Section 16 Parties, Access Persons and all Employees with a Title of Senior Vice President or Higher.*** All Section 16 Parties, all Access Persons and all employees with a title of Senior Vice President or higher (each, a "***Restricted Person***") may only sell or dispose of shares pursuant to Sections VI.C and VI.D.3; *provided*, *that*, any employee of the Company that is promoted to Senior Vice President in an open trading window shall be entitled to sell or dispose of shares other than pursuant to Section VI.C and VI.D.3 (but with approval from the Chief Financial Officer and Compliance Officer) only during such first open trading window and such employee shall remain subject to all other provisions hereof including the prohibition against trading in securities of the Company while in possession of material non-public information; *provided*, *that*, after obtaining trading approval from the Chief Financial Officer and Compliance Officer in accordance with the procedures set forth in Section VI.D below, a (a) purchase of shares on the open market, (b) gift or transfer without consideration may be made by a Restricted Person to (i) any member of such Restricted Person's immediate family, (ii) any trust for the direct or indirect benefit of such Restricted Person or the immediate family of such Restricted Person, or (iii) any charitable foundation established by such Restricted Person over which such Restricted Person has dispositive power, or (c) gift or transfer may be made by a Restricted Person to any donor advised fund or similar entity without complying with Section VI.C and VI.D.3 (the "***Non-10b5 Trades***"); *provided*, *further*, that in the case of each transfer pursuant to the clause (b) of the foregoing proviso, the transferee shall be restricted by the terms of this policy and may not trade in Company securities or dispose of any of the gifted or transferred securities, other than pursuant to Section VI.C and VI.D.3.

2. ***Trading Windows for Director-Level Employees.*** After obtaining trading approval from the Chief Financial Officer and Compliance Officer in accordance with the procedures set forth in Section VI.D below, Director-Level Employees may trade in Company securities only during the period **beginning at the opening of trading on the third business day following the Company's widespread public release of quarterly or year-end operating results, and ending at the close of trading on the fifteen (15th) day of the last month of the then-current quarter (the "*Quarterly Close Date*"), as long as they are not in possession of material nonpublic information or subject to any Blackout Period**.

3. ***Trading Windows for Employees.*** All employees who are not Restricted Persons or Director-Level Employees may trade in Company securities only during the period **beginning at the opening of trading on the third business day following the Company's widespread public release of quarterly or year-end operating results, and ending at the close of trading on the Quarterly Close Date, as long as they are not in possession of material nonpublic information or subject to any Blackout Period**. Employees who are not Restricted Persons or Director-Level Employees need not obtain approval from the Chief Financial Officer or Compliance Officer prior to trading.

4. ***No Trading During Trading Windows While in the Possession of Material Nonpublic Information.*** No employee, officer or director possessing material nonpublic information concerning the Company may trade in Company securities even during applicable trading windows. Persons possessing such information may trade during a trading window only after the opening of trading on the third full trading day following the Company's widespread public release of the information.

5. ***No Trading During Blackout Periods.*** The Compliance Officer may designate Blackout Periods that apply to particular individuals or groups of persons, for such time as is determined by the Compliance Officer. No director, officer or employee subject to a Blackout Period may trade in Company securities outside of the applicable trading windows or during a Blackout Period. No director, officer or employee is permitted to anyone, either internally or externally, not subject to a Blackout Period that a Blackout Period has been designated or that one was previously in place.

C. EXCEPTION FOR TRANSFERS PURSUANT TO RULE 10b5-1

The restrictions outlined in Sections VI.A.1, 2, 3, 4 and 9 and VI.B shall not prohibit transfers of Company securities made pursuant to a written contract, letter of instruction or plan that is established by a Section 16 Party, an Access Person or any other employee, and: (a) complies with the requirements of Rule 10b5-1 and the Rule 10b5-1 Guidelines of the Company, as amended or modified from time to time ("***Rule 10b5-1 Plan***"), including the requirement that such Rule 10b5-1 Plan be established when such person is not in possession of material information or subject to Blackout Period, (b) has been approved by the Compliance Officer at least ninety (90) days in advance of the first trade thereunder and (c) with respect to which the Company's Compliance Officer has received the certification referred to in Section VI.D.3.d. See the Company's Rule 10b5-1 Plan Guidelines for additional restrictions regarding Rule 10b5-1 Plans. No such approval by the Compliance Officer and/or acknowledgement of the Rule 10b5-1 Plan by the Company shall be considered the Compliance Officer's or the Company's determination that the Rule 10b5-1 Plan satisfies the requirements of Rule 10b5-1. It shall be the sole responsibility of the person establishing the Rule 10b5-1 Plan to ensure that such plan complies with the requirements of Rule 10b5-1. The Company reserves the right to prevent any transactions in Company securities, even those pursuant to a Rule 10b5-1 Plan, if the Compliance Officer determines that prevention of such transaction is necessary to comply with securities law or contractual obligations.

D. PROCEDURES FOR APPROVING TRADES

1. ***Trades by Restricted Persons.*** Other than the Non-10b5 Trades, a Restricted Person may only trade pursuant to Section VI.D.3. With respect to Non-10b5 Trades, a Restricted Employee may not make such Non-10b5 Trades other than in compliance with Section VI.D.2 below.

2. ***Trades by Director-Level Employees Not Made Pursuant to a Rule 10b5-1 Plan and Restricted Persons with respect to Non-10b5 Trades.*** A Director-Level Employee that is not otherwise a Restricted Person and a Restricted Person with respect to Non-10b5 Trades may not trade in Company securities, until:

   a. The person trading has notified the Compliance Officer in writing of the amount and nature of the proposed trade(s) (see form attached hereto) no later than two business days prior to the Quarterly Close Date;

   b. The person trading has certified to the Compliance Officer in writing (see form attached hereto) no earlier than two business days prior to the proposed trade(s) that:

      (i) Such person is not in possession of material nonpublic information concerning the Company and, to such person's knowledge, he or she will have no material nonpublic information as of the proposed trade date; and

      (ii) the proposed trade(s) do not violate the trading restrictions of Section 16 of the Exchange Act, Rule 144 of the Securities Act (if applicable) or any other securities laws;

c. The Executive Leadership Team member with oversight of such Director-Level Employee or Restricted Person (unless such Restricted Person is a member of the Executive Leadership Team, in which case, this provision shall not be applicable) has certified to the Chief Financial Officer and Compliance Officer in writing (see form attached hereto) no earlier than two business days prior to the proposed trade(s) that such Director-Level Employee or Restricted Person is not in possession of material nonpublic information concerning the Company; and

d. The Chief Financial Officer and the Compliance Officer have each approved the trade(s), in each case, at his or her discretion, and has certified such approval in writing.

For the purposes of this Section VI.D, notification or certification in writing shall include such notification or certification via e-mail. The person may satisfy the requirements of Section VI.D.2(b) and (c) by emailing the required information and certification to the Compliance Officer and must notify the Compliance Officer promptly via email of any changes to the certification in Section VI.D.2(b) prior to the proposed trade.

3. ***Rule 10b5-1 Plans.*** No trades shall be treated as having been made pursuant to a Rule 10b5-1 Plan under this policy unless:

a. The Rule 10b5-1 Plan complies with the requirements of Rule 10b5-1;

b. The Rule 10b5-1 Plan complies with the terms of the Company's Rule 10b-1 Plan Guidelines;

c. The Compliance Officer has approved the Rule 10b5-1 Plan, and has certified such approval in writing at least one month in advance of the first trade thereunder; and

d. The person establishing the Rule 10b5-1 Plan has certified to the Compliance Officer in writing of the terms of the proposed Rule 10b5-1 Plan no later than two business days prior to the Quarterly Close Date.

e. The person establishing Rule 10b5-1 Plan has certified to the Compliance Officer in writing (and shall not have withdrawn such certification prior to such adoption) no earlier than two business days prior to the date that the Rule 10b5-1 Plan is formally established, that as of such date and as of the adoption date of the Rule 10b5-1 Plan:

(i) such person is not and to such person's knowledge, will not be, aware of material nonpublic information concerning the Company;

(ii) all such trades to be made pursuant to Rule 10b5-1 Plan will be made in accordance with the applicable SEC rules;

(iii) such person is adopting the Rule 10b5-1 Plan in good faith and not as part of a plan or scheme to evade the prohibitions of Section 10(b) of the Exchange Act and Rule 10b-5;

(iv) such person will act in good faith with respect to the Rule 10b5-1 Plan throughout its duration;

(v) the Rule 10b5-1 Plan complies with the requirements of Rule 10b5-1; and

(vi) the Rule 10b5-1 Plan complies with the terms of the Rule 10b5-1 Guidelines of the Company.

This certification may be made in an email to the Compliance Officer. The person establishing the Rule 10b5-1 Plan must notify the Compliance Officer promptly via email and withdraw the certification if any changes of circumstances prior to the adoption date of the Rule 10b5-1 Plan have or will render such certification to be inaccurate as of that time.

f. The first trade under the Rule 10b5-1 Plan does not occur until the later of (A) ninety days after the adoption of the Rule 10b5-1 Plan and (B) two business days following the disclosure of the Company's financial results in a Form 10-Q or Form 10-K for the completed fiscal quarter in which the Rule 10b5-1 Plan was adopted that discloses the Company's financial results (but not to exceed 120 days following the adoption of the Rule 10b5-1 Plan), following the Compliance Officer's approval of the Rule 10b5-1 Plan. This waiting period is referred to as the "***Cooling-Off Period***".

g. In order to effect an amendment to an existing Rule 10b5-1 Plan, the person amending such plan must satisfy all of the conditions set forth in Section VI.D.3.a-e with respect to such amendment. Any Rule 10b5-1 Plan amendment will need approval from the Compliance Officer. Modifying or changing the amount, price, or timing of the purchase or sale of the Company's securities underlying the Rule 10b5-1 Plan (or a modification or change to a written formula or algorithm, or computer program that affects the amount, price, or timing of the purchase or sale of such securities) (any such modification or change, a "***Plan Modification***") will be deemed to be the same as terminating such person's existing Rule 10b5-1 Plan and entering into a new Rule 10b5-1 Plan and must satisfy all of the conditions set forth in Section VI.D.3.a-f with respect to such amendment. As a result, the approval process for a Plan Modification is the same as the approval process for initially adopting a Rule 10b5-1 Plan, including being subject to a new Cooling-Off Period. The Company discourages such person from making multiple Plan Modifications, as that may give the appearance that such person is trading on material nonpublic information under the guise of that plan. Plan Modifications can only be made during a trading window and not during any Blackout Period and only when such person is not in possession of material nonpublic information. For other modifications to a Rule 10b5-1 Plan, such must notify the Compliance Officer of such modification in writing at least two business days prior to the modification and such modification must be approved by the Compliance Officer.

h. In order to terminate an existing Rule 10b5-1 Plan, the person terminating such plan must receive approval from the Compliance Officer to terminate it.

4. ***No Obligation to Approve Trades.*** The existence of the foregoing approval procedures does not in any way obligate the Compliance Officer to approve any trades requested by Restricted Persons or Access Persons or to approve any Rule 10b5-1 Plan. The Compliance Officer may reject any trading requests or Rule 10b5-1 Plans at his or her sole reasonable discretion.

5. ***Single-Trade Plans.*** No person may adopt a single-trade Rule 10b5-1 Plan during the 12-month period immediately following the person's adoption of another single-trade Rule 10b5-1 Plan, subject to the exceptions noted in Rule 10b5-1.

6. ***Multiple Plans***. A person may have no more than one Rule 10b5-1 Plan adopted at any point in time (i.e., multiple concurrent or overlapping plans are prohibited), subject

to the express approval by the Compliance Officer and the exceptions noted in Rule 10b5-1. One of these exceptions is for plans authorizing certain "sell-to-cover" transactions.

7. ***Other Trading Arrangements.*** Employees, officers or directors are not allowed to enter into "non-Rule 10b5-1 trading arrangements" (as defined in Regulation S-K Item 408(c)) unless otherwise approved in advance by the Compliance Officer.

E. EMPLOYEE BENEFIT PLANS

1. ***Employee Stock Purchase Plan.*** The trading prohibitions and restrictions set forth in this policy do not apply to periodic wage withholding contributions by the Company or employees to any of the Company's Employee Stock Purchase Plan that are used to purchase Company securities pursuant to the employees' advance instructions. However, no officers or employees may alter their instructions regarding the level of withholding or purchase by the employee of Company securities under such plan while in the possession of material nonpublic information. Any sale of securities acquired under such plan is subject to the prohibitions and restrictions of this policy.

2. ***Equity Incentive Plans.*** The trading prohibitions and restrictions of this policy do not apply to the exercise of a stock option or settlement of a restricted stock unit or other form of equity award, or to the exercise of a tax withholding right pursuant to which an election has been made to have the Company withhold shares subject to such awards to satisfy tax withholding requirements, provided that such sales are arranged pursuant to advanced instructions from the compensation committee of the board of directors. The policy does apply, however, to any sales of stock, including as part of a broker-assisted cashless exercise of an option, or any other market sale for the purpose of generating the cash needed to pay the exercise price of an option or satisfy tax withholding requirements.

F. PRIORITY OF STATUTORY OR REGULATORY TRADING RESTRICTIONS

The trading prohibitions and restrictions set forth in this policy will be superseded by any greater prohibitions or restrictions prescribed by federal or state securities laws and regulations, e.g., contractual restrictions on the sale of securities, short-swing trading by Section 16 Parties or restrictions on the sale of securities subject to Rule 144 under the Securities Act. Any employee, officer or director who is uncertain whether other prohibitions or restrictions apply should ask the Compliance Officer.

VII. POTENTIAL CIVIL, CRIMINAL AND DISCIPLINARY SANCTIONS

A. CIVIL AND CRIMINAL PENALTIES

The consequences of prohibited insider trading or tipping can be severe. Persons violating insider trading or tipping rules may be required to disgorge the profit made or the loss avoided by trading, pay the loss suffered by the persons who purchased securities from or sold securities to the insider tippee, pay civil penalties up to three times the profit made or loss avoided, pay a criminal penalty of up to $1 million and serve a jail term of up to 10 years. The Company and/or the supervisors of the person violating the rules may also be required to pay major civil or criminal penalties and could under certain circumstances be subject to private lawsuits by contemporaneous traders for damages suffered as a result of illegal insider trading or tipping by persons under the Company's control.

B. COMPANY DISCIPLINE

Violation of this policy or federal or state insider trading or tipping laws by any employee, officer or director may subject a director to dismissal proceedings and an officer or employee to disciplinary action by the Company up to and including termination for cause. A violation of this policy is not necessarily the same as a violation of law. In fact, for the reasons indicated above, this policy is intended to be broader than the law. The Company reserves the right to determine, in its own discretion and on the basis of the information available to it, whether this policy has been violated. The Company may determine that specific conduct violates this policy, whether or not the conduct also violates the law. It is not necessary for the Company to await the filing or conclusion of a civil or criminal action against the alleged violator before taking disciplinary action.

C. REPORTING OF VIOLATIONS

Any employee, officer or director who violates this policy or any federal or state laws governing insider trading or tipping, or knows of any such violation by any other employee, officer or director, must report the violation immediately to the Compliance Officer or the Chief Financial Officer. Alternatively, an employee, officer or director may report such violation anonymously through the procedures set forth in the Company's Code of Conduct and Ethics for Employees and Directors. Upon learning of any such violation, the Compliance Officer or the Chief Financial Officer, in consultation with the Company's legal counsel, will determine whether the Company should release any material nonpublic information, or whether the Company should report the violation to the SEC or other appropriate governmental authority.

D WAIVER

The Chief Financial Officer and the Chief Legal Officer, acting together, may approve such waivers of this policy as they may deem appropriate provided that such waivers shall be immaterial and consistent with the spirit of this policy. Our board of directors reserves the right in its sole discretion to modify or grant waivers to this Policy. Any amendment or waiver may be publicly disclosed if required by applicable laws, rules and regulations. For the avoidance of doubt, unless explicitly stated by the board of directors, any waiver, amendment or modification of this Policy by the Board shall not be considered a waiver of the Company's Code of Business Conduct and Ethics.

VIII. INQUIRIES

Please direct all inquiries regarding any of the provisions or procedures of this policy to the Compliance Officer.

IX. EFFECTIVE DATE

The effective date of this policy is February 27, 2023. The amendments to this policy would not apply to any existing Rule 10b5-1 Plan that was entered into prior to the effective date of this policy, except to the extent that a Plan Modification is made to such plan after the effective date of this policy.

EXHIBIT A

DEXCOM, INC.

Section 16 Parties

(*As of January 1, 2024*)

DIRECTORS:

Kevin Sayer
Steven R. Altman
Nicholas Augustinos
Richard Collins
Karen Dahut
Rimma Driscoll
Mark Foletta
Bridgette Heller
Barbara E. Kahn
Kyle Malady
Eric Topol, M.D.

OFFICERS:

Name	Position
Michael Brown	Executive Vice President, Chief Legal Officer
Matthew Dolan	Executive Vice President, Strategy, Corporate Development & Dexcom Labs
Teri Lawver	Executive Vice President, Chief Commercial Officer
Jacob Leach	Executive Vice President, Chief Operating Officer
Kevin Sayer	Chairman, President and Chief Executive Officer
Sadie Stern	Executive Vice President, Chief Human Resources Officer
Jereme Sylvain	Executive Vice President, Chief Financial Officer

EXHIBIT B

DEXCOM, INC.

Access Persons

(As of January 1, 2024)

All DexCom Vice Presidents and above and all directors and above in the Legal, Finance and Corporate Development departments.

DEXCOM, INC.

APPLICATION AND APPROVAL FORM FOR TRADING
BY RESTRICTED PERSONS AND DIRECTOR-LEVEL EMPLOYEES

Name:_____

Title:_____

Proposed Trade Date:_____

Type of Security to be Traded:_____

Type of Trade (Purchase/Sale):_____

Number of Shares or Other Securities to be Traded:_____

EXAMPLES OF MATERIAL NONPUBLIC INFORMATION

While it is not possible to identify all information that would be deemed "material nonpublic information," the following types of information ordinarily would be included in the definition if not yet publicly released by the Company:

- Financial performance, especially quarterly and year-end earnings, and significant changes in financial performance or liquidity.
- Financial and operational forecasts.
- Results or material data of clinical or pre-clinical testing or trials, or other significant development milestones.
- Significant communications to or from, or receipt of information from, United States or foreign regulatory authorities regarding products and/or product candidates.
- Operational metrics of the Company or its partners, such as customer counts and associated retention or attrition rates, performance or other metrics, employee counts and distribution by geography or function and any changes in such metrics.
- Potential material mergers and acquisitions or material sales of Company assets or subsidiaries.
- Stock splits, public or private securities/debt offerings, or changes in Company dividend policies or amounts.
- Significant changes in senior management.
- Regulatory approvals of products and the achievement of key product development milestones.
- Customer, product, pricing, geography and market strategies and shifts.
- Developments regarding customers, suppliers or partners, such as the potential acquisition or loss of a significant contract, development agreement or strategic relationship.
- Initiation of a significant lawsuit.

- Introduction of key new products.
- Changes in the Company’s auditor or notification that the Company may no longer rely on an auditor’s report.
- Significant cybersecurity incident experienced by the Company.

DEXCOM, INC.

CERTIFICATION

I, *(please print name)*_____, hereby certify that (i) I am not currently in possession, and to my knowledge will not be in possession of any "material nonpublic information" concerning DexCom, Inc. ("***Company***"), as defined in the Company's "Procedures and Guidelines Governing Securities Trades by Company Personnel" as of the proposed trade date, and (ii) to the best of my knowledge, the proposed trade(s) listed above do not violate the trading restrictions of Section 16 of the Securities Exchange Act of 1934, as amended or Rule 144 under the Securities Act of 1933, as amended. I understand that, if I trade while possessing such information or in violation of such trading restrictions, I may be subject to severe civil and/or criminal penalties, and may be subject to discipline by the Company up to and including termination for cause.

_____
(Signature)

Date signed:_____

REVIEW AND DECISION

The undersigned hereby certifies that the following persons of the Company has reviewed the foregoing application and *(to initial one of the following):* _____ APPROVES _____ PROHIBITS the proposed trade(s).

By: _____ Date:_____
Chief Legal Officer

By: _____ Date:_____
Chief Financial Officer

By: _____ Date:_____
Executive Leadership Team Member

DEXCOM, INC.

RULE 10b5-1 PLAN CERTIFICATION

I, *(please print name)*_____, hereby certify that (i) I am not currently in possession, and to my knowledge will not be in possession of any "material nonpublic information" concerning DexCom, Inc. ("***Company***"), as defined in the Company's "Procedures and Guidelines Governing Securities Trades by Company Personnel" as of the proposed trade date, (ii) the proposed trade(s) to be made pursuant to the Rule 10b5-1 Plan listed above will be made in accordance with the trading restrictions of Section 16 of the Securities Exchange Act of 1934, as amended, and Rule 144 under the Securities Act of 1933, as amended, and (iii) the Rule 10b5-1 Plan complies with the requirements of Rule 10b5-1 of the Securities and Exchange Act of 1934, as amended. I understand that, if I implement a Rule 10b5-1 Plan while possessing such material nonpublic information or in violation of such trading restrictions, I may be subject to severe civil and/or criminal penalties, and may be subject to discipline by the Company up to and including termination for cause.

_____
(Signature)

Date signed:_____

INSIDER TRADING COMPLIANCE OFFICER REVIEW AND DECISION

The undersigned hereby certifies that the Insider Trading Compliance Officer of the Company has reviewed the foregoing Rule 10b5-1 Plan and *(Insider Trading Compliance Officer to initial one of the following):* _____ APPROVES _____ PROHIBITS the plan.

_____
(Signature)
Insider Trading Compliance Officer (or Designee)

Date signed:_____

DEXCOM, INC.

Insider Trading Compliance Program - Preclearance Checklist

Individual Proposing to Trade: _____

Compliance Officer: _____

Proposed Trade: _____

Date: _____

Trading Window. Confirm that the trade will be made during the Company's "trading window."

Section 16 Compliance. Confirm, if the individual is an officer or director subject to Section 16, that the proposed trade will not give rise to any potential liability under Section 16 as a result of matched past (or intended future) transactions. Ensure that no matching purchase or sale has occurred in the past six (6) months (or is likely to occur in the next six (6) months).

Also, ensure that a Form 4 has been or will be completed and will be timely filed.

Prohibited Trades. Confirm that the proposed transaction is not a "short sale," put, call or other prohibited transaction.

Rule 144 Compliance. Confirm that:

Current public information requirement has been met.

Shares are not restricted or, if restricted, the one or two year holding period has been met.

Volume limitations are not exceeded (confirm the individual is not part of an aggregated group).

The manner of sale requirements will be met.

The Notice on Form 144 has been completed and filed.

Rule 10b-5 Concerns. Confirm that (i) the individual has been reminded that trading is prohibited when in possession of any material information regarding the Company that has not been adequately disclosed to the public, and (ii) the Compliance Officer has discussed with the insider any information known to the individual or the Compliance Officer which might be considered material, so that the individual has made an informed judgment as to the inside information.

_____ Signature of Compliance Officer

_____ Signature of Chief Financial Officer

DEXCOM, INC.

Re: ***Procedures And Guidelines Governing Securities Trades By Company Personnel***

Ladies and Gentlemen:

Enclosed is a copy of the Procedures and Guidelines Governing Securities Trades by Company Personnel, as adopted by the Board of Directors of DexCom, Inc. ("***Company***") on _____. **PLEASE READ IT VERY CAREFULLY.** As it indicates, the consequences of insider trading can be drastic to both you and the Company.

To show that you have read the Procedures and Guidelines Governing Securities Trades by Company Personnel and agree to be bound by them, please sign and return the attached copy of this letter to the Company's Compliance Officer, as soon as possible.

Very truly yours,

_____
Michael Brown
Chief Legal Officer and
Compliance Officer

CERTIFICATION

The undersigned certifies that the undersigned has read, understands and agrees to comply with the Procedures and Guidelines Governing Securities Trades by Company Personnel of DexCom, Inc. ("***Company***"). The undersigned agrees that the undersigned will be subject to sanctions, including, as to employees of the Company, termination of employment, that may be imposed by the Company, in its discretion, for violation of the Company's policy, and that the Company may give stop-transfer and other instructions to the Company's transfer agent against the transfer of Company securities by the undersigned in a transaction that the Company considers to be in contravention of its policy.

INDIVIDUAL:

_____
(Signature)

Printed name: _____
Date signed: _____

Exhibit 21.01

DEXCOM, INC.

SUBSIDIARY **(Name under which subsidiary does business)**	**JURISDICTION OF INCORPORATION**
SweetSpot Diabetes Care, Inc.	Delaware
TypeZero Technologies, Inc.	Delaware
DexCapital, LLC	Delaware
The Glucose Program, LLC	Delaware
Nintamed Handels GmbH	Austria
DexCom Canada, Co.	Canada
DexCom International Ltd.	Cyprus
DexCom Deutschland GmbH	Germany
DexCom Lithuania UAB	Lithuania
DexCom (Malaysia) Sdn. Bhd.	Malaysia
DexCom Philippines Inc.	Philippines
DexCom Asia Pacific Operations PTE Ltd.	Singapore
DexCom Suisse GmbH	Switzerland
DexCom (UK) Limited	United Kingdom
DexCom (UK) Intermediate Holdings Ltd	United Kingdom
DexCom Operating Ltd.	United Kingdom
DexCom (UK) Distribution Limited	United Kingdom

Exhibit 23.01

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the incorporation by reference in the following Registration Statements:

- Registration Statement (Form S-3 Nos. 333-206619, 333-211101, and 333-261265) of DexCom, Inc.,
- Registration Statement (Form S-8 No. 333-204699) pertaining to the 2015 Equity Incentive Plan and the 2015 Employee Stock Purchase Plan of DexCom, Inc., and
- Registration Statement (Form S-8 Nos. 333-218562 and 333-234682) pertaining to the Amended and Restated 2015 Equity Incentive Plan of DexCom, Inc.;

of our reports dated February 8, 2024 with respect to the consolidated financial statements and schedule of DexCom, Inc., and the effectiveness of internal control over financial reporting of DexCom, Inc., included in this Annual Report (Form 10-K) of DexCom, Inc. for the year ended December 31, 2023.

/s/ Ernst & Young LLP

San Diego, California
February 8, 2024

Exhibit 31.01

CERTIFICATION OF CHIEF EXECUTIVE OFFICER
PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

I, Kevin R. Sayer, certify that:

1. I have reviewed this annual report on Form 10-K of DexCom, 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.

February 8, 2024

By: /s/ KEVIN R. SAYER
Kevin R. Sayer
Chairman of the Board of Directors, President and
Chief Executive Officer
(Principal Executive Officer)

Exhibit 31.02

CERTIFICATION OF CHIEF FINANCIAL OFFICER
PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

I, Jereme M. Sylvain, certify that:

1. I have reviewed this annual report on Form 10-K of DexCom, 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.

February 8, 2024

By: /s/ JEREME M. SYLVAIN
Jereme M. Sylvain
Executive Vice President and Chief Financial Officer
(Principal Financial and Accounting Officer)

Exhibit 32.01

CERTIFICATION OF CHIEF EXECUTIVE OFFICER
PURSUANT TO
18 U.S.C. SECTION 1350

The undersigned, Kevin R. Sayer, President and Chief Executive Officer of DexCom, Inc. (the “Company”), pursuant to 18 U.S.C. §1350, hereby certifies that:

(i) the annual Report on Form 10-K for the year ended December 31, 2023 of the Company (the “Report”) fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

(ii) the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Dated: February 8, 2024

/s/ KEVIN R. SAYER

Kevin R. Sayer
Chairman of the Board of Directors, President and
Chief Executive Officer
(Principal Executive Officer)

Exhibit 32.02

CERTIFICATION OF CHIEF FINANCIAL OFFICER
PURSUANT TO
18 U.S.C. SECTION 1350

The undersigned, Jereme M. Sylvain, Executive Vice President and Chief Financial Officer of DexCom, Inc. (the "Company"), pursuant to 18 U.S.C. §1350, hereby certifies that:

(i) the annual Report on Form 10-K for the year ended December 31, 2023 of the Company (the "Report") fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

(ii) the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Dated: February 8, 2024

/s/ JEREME M. SYLVAIN

Jereme M. Sylvain
Executive Vice President and Chief Financial Officer
(Principal Financial and Accounting Officer)

Exhibit 97.1

DexCom, Inc.

Compensation Recovery Policy

(Adopted August 21, 2023)

The Board has determined that it is in the best interests of the Company and its stockholders to adopt this Policy enabling the Company to recover from specified current and former Company executives certain incentive-based compensation in the event of an accounting restatement due to the Company's material noncompliance with any financial reporting requirements under the federal securities laws, including any required accounting restatement to correct an error in previously issued financial statements that is material to the previously issued financial statements, or that would result in a material misstatement if the error were corrected in the current period or left uncorrected in the current period. Capitalized terms are defined in Section 13.

This Policy is designed to comply with Rule 10D-1 of the Exchange Act and shall become effective on the Adoption Date and supersede the Company's prior clawback policy, adopted on April 8, 2015 (the "***Prior Policy***") and shall apply to Incentive-Based Compensation Received by Covered Persons on or after the Listing Rule Effective Date. The Prior Policy will apply to Incentive-Based Compensation Received before the Listing Rule Effective Date.

1. Administration

This Policy shall be administered by the Administrator. The Administrator is authorized to interpret and construe this Policy and to make all determinations necessary, appropriate, or advisable for the administration of this Policy. The Administrator may retain, at the Company's expense, outside legal counsel and such compensation, tax or other consultants as it may determine are advisable for purposes of administering this Policy.

2. Covered Persons and Applicable Compensation

This Policy applies to any Incentive-Based Compensation Received by a person (a) after beginning service as a Covered Person; (b) who served as a Covered Person at any time during the performance period for that Incentive-Based Compensation; and (c) was a Covered Person during the Clawback Period.

However, recovery is not required with respect to:

i. Incentive-Based Compensation Received prior to an individual becoming a Covered Person, even if the individual served as a Covered Person during the Clawback Period.

ii. Incentive-Based Compensation Received prior to the Listing Rule Effective Date.

iii. Incentive-Based Compensation Received prior to the Clawback Period.

iv. Incentive-Based Compensation Received while the Company did not have a class of listed securities on a national securities exchange or a national securities association, including the Exchange.

The Administrator will not consider the Covered Person's responsibility or fault or lack thereof in enforcing this Policy with respect to recoupment under the Rules.

3. Triggering Event

Subject to and in accordance with the provisions of this Policy, if there is a Triggering Event, the Administrator shall take steps to recover the Recoupment Amount applicable to such Covered Person. The Company's obligation to recover the Recoupment Amount is not dependent on if or when the restated financial statements are filed.

4. Calculation of Recoupment Amount

The Recoupment Amount will be calculated in accordance with the Rules.

5. Method of Recoupment

Subject to compliance with the Rules and applicable law, the Administrator will determine, in its sole discretion, the method for recouping the Recoupment Amount hereunder which may include, without limitation:

i. Requiring reimbursement or forfeiture of the pre-tax amount of cash Incentive-Based Compensation previously paid;

ii. Offsetting the Recoupment Amount from any compensation otherwise owed by the Company to the Covered Person, including without limitation, any prior cash incentive payments, executive retirement benefits or deferred compensation, wages, equity grants or other amounts payable by the Company to the Covered Person in the future;

iii. Seeking recovery of any gain realized on the vesting, exercise, settlement, cash sale, transfer, or other disposition of any equity-based awards; and/or

iv. Taking any other remedial and recovery action permitted by law, as determined by the Administrator.

To the extent that the Covered Person fails to timely repay the Recoupment Amount in a manner determined by the Administrator, the Covered Person shall further be required to reimburse the Company for any and all expenses (including legal fees) reasonably incurred by the Company in recovery of such Recoupment Amount.

6. Recovery Process; Impracticability

Actions by the Administrator to recover the Recoupment Amount will be reasonably prompt.

The Administrator must cause the Company to recover the Recoupment Amount unless the Administrator shall have previously determined that recovery is impracticable and one of the following conditions is met:

i. The direct expense paid to a third party to assist in enforcing this Policy would exceed the amount to be recovered; before concluding that it would be impracticable to recover any Recoupment Amount based on expense of enforcement, the Company must make a reasonable attempt to recover such Recoupment Amount, document such reasonable attempt(s) to recover, and provide that documentation to the Exchange;

ii. Recovery would violate home country law where that law was adopted prior to November 28, 2022; before concluding that it would be impracticable to recover any Recoupment Amount based on violation of home country law, the Company must obtain an opinion of home country counsel, acceptable to the Exchange, that recovery would result in such a violation, and must provide such opinion to the Exchange; or

iii. Recovery would likely cause an otherwise tax-qualified retirement plan, under which benefits are broadly available to employees of the Company, to fail to meet the requirements of 26 U.S.C. 401(a)(13) or 26 U.S.C. 411(a) and regulations thereunder.

7. Non-Exclusivity

The Administrator intends that this Policy will be applied to the fullest extent of the law. Without limitation to any broader or alternate clawback authorized in any written document with a Covered Person, (i) the Administrator may require that any employment agreement, equity award agreement, or similar agreement entered into on or after the Adoption Date shall, as a condition to the grant of any benefit thereunder, require a Covered Person to agree to abide by the terms of this Policy, and (ii) this Policy will nonetheless apply to Incentive-Based Compensation as required by the Rules, whether or not specifically referenced in those arrangements. Any right of recoupment under this Policy is in addition to, and not in lieu of, any other remedies or rights of recoupment that may be available to the Company pursuant to the terms of any similar policy in any employment agreement, equity award agreement, or similar agreement and any other legal remedies or regulations available or applicable to the Company (including SOX 304). If recovery is required under both SOX 304 and this Policy, any amounts recovered pursuant to SOX 304 may be credited toward the amount recovered under this Policy, or vice versa.

8. No Indemnification

The Company shall not indemnify any Covered Persons against (i) the loss of the Recoupment Amount or any adverse tax consequences associated with any Recoupment Amount or any recoupment hereunder, or (ii) any claims relating to the Company enforcement of its rights under this Policy. For the avoidance of doubt, this prohibition on indemnification will also prohibit the Company from reimbursing or paying any premium or payment of any third-party insurance policy to fund potential recovery obligations obtained by the Covered Person directly. No Covered Person will seek or retain any such prohibited indemnification or reimbursement.

Further, the Company shall not enter into any agreement that exempts any Incentive-Based Compensation from the application of this Policy or that waives the Company's right to recovery of any Recoupment Amount and this Policy shall supersede any such agreement (whether entered into before, on or after the Adoption Date).

9. Covered Person Acknowledgement and Agreement

All Covered Persons subject to this Policy must acknowledge their understanding of, and agreement to comply with, the Policy by executing an acknowledgement in the form attached hereto as Exhibit A. **Notwithstanding the foregoing, this Policy will apply to Covered Persons whether or not such person executes such acknowledgment.**

10. Successors

This Policy shall be binding and enforceable against all Covered Persons and, to the extent required by law, their beneficiaries, heirs, executors, administrators or other legal representatives and shall inure to the benefit of any successor to the Company.

11. Interpretation of Policy

To the extent there is any ambiguity between this Policy and the Rules, this Policy shall be interpreted so that it complies with the Rules. If any provision of this Policy, or the application of such provision to any Covered Person or circumstance, shall be held invalid, the remainder of this Policy, or the application of such provision to Covered Persons or circumstances other than those as to which it is held invalid, shall not be affected thereby.

In the event any provision of this Policy is inconsistent with any requirement of any Rules, the Administrator, in its sole discretion, shall amend and administer this Policy and bring it into compliance with such rules.

Any determination under this Policy by the Administrator shall be conclusive and binding on all parties, including the applicable Covered Person. Determinations of the Administrator need not be uniform with respect to Covered Persons or from one payment or grant to another.

12. Amendments; Termination

The Administrator may make any amendments to this Policy as required under applicable law, the Rules, or as otherwise determined by the Administrator in its sole discretion.

The Administrator may terminate this Policy at any time.

13. Definitions

"***Administrator***" means the Compensation Committee of the Board, or in the absence of a committee of independent directors responsible for executive compensation decisions, a majority of the independent directors serving on the Board.

"***Board***" means the Board of Directors of the Company.

"***Clawback Measurement Date***" is the earlier to occur of:

i. The date the Board, a committee of the Board, or the officer or officers of the Company authorized to take such action if Board action is not required, concludes, or reasonably should have concluded, that the Company is required to prepare an accounting restatement as described in this Policy; or

ii. The date a court, regulator, or other legally authorized body directs the Company to prepare an accounting restatement as described in this Policy.

"***Clawback Period***" means the Company's three (3) completed fiscal years immediately prior to the Clawback Measurement Date and any transition period between the last day of the Company's previous fiscal year end and the first day of its new fiscal year (that results from a change in the Company's fiscal year) within or immediately following such three (3)-year period; provided that any transition period between the last day of the Company's previous fiscal year end and the first day of its new fiscal year that comprises a period of 9 to 12 months will be deemed a completed fiscal year.

"***Company***" means DexCom, Inc., a Delaware corporation, or any successor corporation.

"***Covered Person***" means any Executive Officer (as defined in the Rules), including, but not limited to, (i) those persons who are or have been determined to be "officers" of the Company within the meaning of Section 16 of Rule 16a-1(f) of the rules promulgated under the Exchange Act; (ii) "executive officers" of the Company within the meaning of Item 401(b) of Regulation S-K, Rule 3b-7 promulgated under the Exchange Act, and Rule 405 promulgated under the Securities Act of 1933, as amended; and (iii) "executive officers" of the Company's subsidiaries if they perform policy-making functions for the Company; provided that the Administrator may identify additional employees who shall be treated as Covered Persons for the purposes of this Policy with prospective effect, in accordance with the Rules.

"***Adoption Date***" means August 21, 2023, the date the Policy was adopted by the Compensation Committee of the Board.

"***Exchange***" means the Nasdaq Global Select Market or any other national securities exchange or national securities association in the United States on which the Company has listed its securities for trading.

"***Exchange Act***" means the Securities Exchange Act of 1934, as amended.

"***Rules***" means the rules promulgated by the SEC under Section 954 of the Dodd-Frank Act, Rule 10D-1 and Exchange listing standards, as may be amended from time to time.

"***Financial Reporting Measure***" are measures that are determined and presented in accordance with the accounting principles used in preparing the Company's financial statements, and any measures that are derived wholly or in part from such measures. Stock price and TSR are also financial reporting measures. A financial

reporting measure need not be presented within the financial statements or included in a filing with the SEC. Financial reporting measures may include "non-GAAP financial measures" as well as other measures, metrics and ratios that are not GAAP measures.

"***Incentive-Based Compensation***" means compensation that is granted, earned or vested based wholly or in part on the attainment of any Financial Reporting Measure.

"***Listing Rule Effective Date***" means October 2, 2023.

"***Policy***" means this Compensation Recovery Policy.

Incentive-Based Compensation is deemed "***Received***" in the Company's fiscal period during which the relevant Financial Reporting Measure specified in the Incentive-Based Compensation award is attained, irrespective of whether the payment or grant occurs on a later date or if there are additional vesting or payment requirements, such as time-based vesting or certification or approval by the Compensation Committee or Board, that have not yet been satisfied.

"***Recoupment Amount***" means the amount of Incentive-Based Compensation received by the Covered Person based on the financial statements prior to the restatement that exceeds the amount such Covered Person would have received had the Incentive-Based Compensation been determined based on the financial restatement, computed without regard to any taxes paid (*i.e.*, gross of taxes withheld).

"***SARs***" means stock appreciation rights.

"***SEC***" means the U.S. Securities and Exchange Commission.

"***SOX 304***" means Section 304 of the Sarbanes-Oxley Act of 2002.

"***Triggering Event***" means any event in which the Company is required to prepare an accounting restatement due to the material noncompliance of the Company with any financial reporting requirement under the securities laws, including any required accounting restatement to correct an error in previously issued financial statements that is material to the previously issued financial statements, or that would result in a material misstatement if the error were corrected in the current period or left uncorrected in the current period.

"***TSR***" means total stockholder return.

EXHIBIT A

Acknowledgement and Agreement

I certify that:

1. I have read and understand the Company's Compensation Recovery Policy (the "***Policy***"). I understand that the Company is available to answer any questions I have regarding the Policy.

2. I understand that the Policy applies to all of my existing and future compensation-related agreements with the Company Received after the Listing Rule Effective Date, whether or not explicitly stated therein.

3. I agree that notwithstanding the Company's certificate of incorporation, bylaws, and any agreement I have with the Company, including any indemnity agreement I have with the Company, I will not be entitled to, and will not seek indemnification from the Company for, any amounts recovered or recoverable by the Company in accordance with the Policy.

4. I understand and agree that in the event of a conflict between the Policy and the foregoing agreements and understandings on the one hand, and any prior, existing or future agreement, arrangement or understanding, whether oral or written, with respect to the subject matter of the Policy and this Certification, on the other hand, the terms of the Policy and this Certification shall control, and the terms of this Certification shall supersede any provision of such an agreement, arrangement or understanding to the extent of such conflict with respect to the subject matter of the Policy and this Certification.

5. I agree to abide by the terms of the Policy, including, without limitation, by returning any Recoupment Amount to the Company to the extent required by, and in a manner permitted by, the Policy.

6. I agree to abide by the terms of the following arbitration provisions.
    a. To the fullest extent permitted by law, any disputes under this Policy shall be submitted to mandatory binding arbitration (the "***Arbitrable Claims***"), governed by the Federal Arbitration Act (the "***FAA***"). Further, to the fullest extent permitted by law, no class or collective actions can be asserted in arbitration or otherwise. All claims, whether in arbitration or otherwise, must be brought solely in Covered Person's individual capacity, and not as a plaintiff or class member in any purported class or collective proceeding.

    b. SUBJECT TO THE ABOVE PROVISO, ANY RIGHTS THAT COVERED PERSON MAY HAVE TO TRIAL BY JURY IN REGARD TO ARBITRABLE CLAIMS ARE WAIVED. ANY RIGHTS THAT COVERED PERSON MAY HAVE TO PURSUE OR PARTICIPATE IN A CLASS OR COLLECTIVE ACTION PERTAINING TO ANY CLAIMS BETWEEN COVERED PERSON AND THE COMPANY ARE WAIVED.

    c. Covered Person is not restricted from filing administrative claims that may be brought before any government agency where, as a matter of law, Covered Person's ability to file such claims may not be restricted. However, to the fullest extent permitted by law, arbitration shall be the exclusive remedy for the subject matter of such administrative claims. The arbitration shall be conducted in San Diego, CA through JAMS before a single neutral arbitrator, in accordance with the JAMS Comprehensive Arbitration Rules and Procedures then in effect, provided however, that the FAA, including its procedural provisions for compelling arbitration, shall govern and apply to this arbitration provision. The arbitrator shall issue a written decision that contains the essential findings and conclusions on which the decision is based. If, for any reason, any term of this arbitration provision is held to be invalid or unenforceable, all other valid terms and conditions herein shall be severable in nature and remain fully enforceable.

Signature: _____

Name: _____

Title: _____

Date: _____