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, 2024

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

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)	(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 28, 2024, 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 $45.3 billion based on the closing sales price of $113.38 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 6, 2025
Common stock, $0.001 par value per share	390,772,018

DOCUMENTS INCORPORATED BY REFERENCE

Portions of the registrant's definitive proxy statement relating to its 2025 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.
Table of Contents

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, or the Securities Act, 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 Private 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 intent, beliefs, expectations, and assumptions as of the date of this report. 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 other 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.

Available 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 Principles for the Board of Directors, 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 and/or our investor relations website are 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 and/or our investor relations website are 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.
- 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 and/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 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.
- Sustainability (including environmental, social and governance) 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 and metabolic health 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 we launched the Dexcom G7, or G7, in 2023. In August 2024, we launched Stelo, our new biosensor designed for adults with prediabetes and Type 2 diabetes who do not use insulin, as the first over-the-counter glucose biosensor in the U.S.

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

Products

Dexcom G7

In March 2022, we obtained Conformité Européenne Marking, or 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 integrated continuous glucose monitoring system, or iCGM, and 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 Dexcom Clarity, our cloud-based reporting software, 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 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 automatically transfer data from the transmitter to the Dexcom receiver device as well as 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 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 by 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 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.

Stelo

In August 2024, we launched Stelo, our new biosensor designed for adults with prediabetes and Type 2 diabetes who do not use insulin, as the first over-the-counter glucose biosensor in the U.S.

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 ten 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.

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 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. In connection with the Restated Collaboration Agreement, we developed, launched and commercialized a CGM product in connection with the collaboration.

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 payments for contingent sales-based milestones upon the achievement of certain revenue targets. See Note 2 "*Development and Other Agreements*" to the consolidated financial statements in Part II, Item 8 of this Annual Report and Exhibit 10.13 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, 2024, or the 2024 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 2024 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.

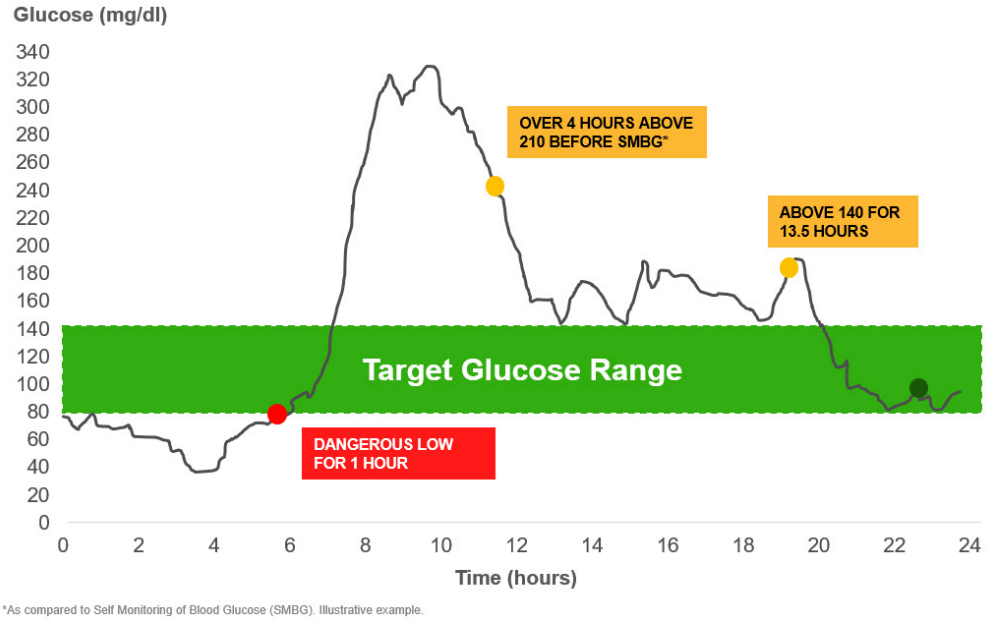
Limitations of Existing Glucose Monitoring Products

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 glucose biosensors and related products to enable people with diabetes and those seeking to optimize metabolic health to more effectively and conveniently manage their glucose levels. 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.

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.

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. With the introduction of Stelo, we are also pursuing and supporting development partnerships with consumer technology product companies that seek to provide metabolic health insights to their customers.

We are also exploring how to extend our offerings to other opportunities, including for 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, people with diabetes and those seeking to optimize metabolic health;
- 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, people with diabetes and those seeking to optimize metabolic health 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 and those seeking to optimize metabolic health 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 with us, 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, people with diabetes and those seeking to optimize metabolic health;
- customer service and support and comprehensive education for people with diabetes, diabetes care providers and those seeking to optimize metabolic health;
- 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 80,600 square feet of laboratory space and approximately 159,600 square feet of controlled environment rooms. We are currently building out a new manufacturing facility in Athenry, Ireland. We anticipate that the new facility 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. While we have focused significant effort on continual improvement programs in our manufacturing operations intended to improve quality, yields and throughput, we cannot guarantee that we will be able to produce an adequate supply of product to support our commercialization efforts.

We have recently experienced manufacturing and inventory challenges for G7 that have resulted, and may continue to result from time to time, in disruptions in our ability to supply certain markets, including in the U.S. and other

countries. While we are currently working to remedy such challenges, we cannot predict when such manufacturing and inventory challenges will be remedied. If we fail to produce a sufficient amount of our products, our ability to supply our markets will be compromised and health care providers and people with diabetes' decisions to use our products may be negatively impacted. This could lead to loss of sales of and revenues from our products, could potentially decrease our market share, and/or our business, financial condition, results of operations and growth prospects could be materially adversely affected. See the section of the Risk Factors entitled "*Risks Related to Manufacturing, Commercial Operations and Commercialization*."

Additionally, the production of our continuous glucose monitoring systems must occur in a highly controlled and clean environment to minimize particles and other yield-limiting 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, 2024, 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 (CMS) 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 47 states.

As of December 31, 2024, the eight largest private third-party payors in the United States, 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, 2024 are set to expire over a range of years, from 2025 with respect to some of our earlier patents, to 2043, 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, those seeking to optimize metabolic health, 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.

- *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 policies and programs concerning corporate social responsibility and Dexcom's participation and visibility as a global corporate citizen. In addition, the Nominating and Governance Committee oversees and reviews our sustainability performance and the assessment and management of environmental, sustainability and governance risks affecting our business. 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 strategy with respect to sustainability to align with Dexcom's mission and long-

term strategy, taking into consideration environmental, social and economic dimensions (subject to direction from the Chief Executive Officer and oversight of the Nominating and Governance Committee), establishing programs, policies and practices to integrate sustainability into Dexcom's strategy, and assisting the Nominating and Governance Committee in fulfilling its oversight responsibilities with respect to Dexcom's performance and behavior for sustainability matters. 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.

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 devices, 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, distraction 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 under the Criminal False Claims Act 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/or 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 protected health information. 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, the Nebraska Data Privacy Act, the New Hampshire Data Privacy Act, and 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, 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, 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 $1,406,728 per year (adjusted annually) 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. CMS has the right to audit reporting entities for compliance. CMS began its first audits in fiscal year 2023.

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 international government regulations, which may vary substantially from country to country. The time required to obtain approval in an international 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.

Certain governments around the world are also adopting laws and regulations pertaining to mandatory corporate sustainability reporting. For example, the European Union has adopted the Corporate Sustainability Reporting Directive (CSRD) that will require us to disclose certain social, governance and environmental information and data.

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 an inclusive and engaging culture that values each person's unique skill set and to continue to attract – and retain – top talent throughout the organization. 2024 represented a year of continued growth across Dexcom; our employee population grew both by number and global footprint. Our consistent support of hybrid work provides access to a broader talent pool. As of December 31, 2024, we have approximately 10,300 employees around the globe, including 10,200 full-time employees.

Country	Female	Male	Grand Total	Ethnically Diverse (US Only)*
United States	2,400	2,900	5,300	3,100
International	2,700	2,300	5,000	N/A
Grand Total**	5,100	5,200	10,300	3,100

*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 equity and inclusion; communications and engagement; health, safety and wellness; total rewards and pay equity; and talent growth and development.

Equity and Inclusion

Our journey to create a more equitable and inclusive workplace continues. As Dexcom continues to grow and scale, we believe our 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 human resources team, Employee Resource Group sponsors (ERG), and senior leaders work together to advance the broader equity strategy across the organization. We are proud to support our ERGs; their employee-led activities and initiatives foster a sense of belonging throughout all our global locations. We integrate equity and inclusion into talent conversations, especially at senior levels, making our processes fairer for all Dexcom employees.

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 2024, 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.

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.

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.

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 the G6, G7 and Dexcom One. We expect that these continuing cost reduction and containment measures could result in lower prices for these products and lower reimbursement rates, as well as could lead to patients being unable to obtain approval for coverage or payment from these third-party payors resulting in costs being shifted to patients for these products.

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.

In addition to decreased pricing, we may be unable to reduce our expenses, including the cost of sourcing materials, logistics and the cost to manufacture our products. If the prices for our products decrease and/or if we are unable to offset the effects of general inflation on our operating costs through increases in the prices for our products, our business, results of operations, financial condition and cash flows will be adversely affected.

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, 2024, the eight largest private third-party payors in the United States, 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 the G6 and G7 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, existing single-point finger stick devices used by people with diabetes are generally reimbursable for 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 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 expanded coverage of CGMs to include competing devices, which may continue to have a negative impact on our sales as a result of increased market competition.

In addition, 2025 will bring a new presidential administration, which may shift health policy priorities, including potential impacts on Medicare coverage and reimbursement. 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, which we expect to continue in 2025 and beyond, 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 international 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, federal and state proposals for similar controls may continue and/or increase. 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), is difficult, expensive and time-consuming and 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, people with diabetes and those seeking to optimize metabolic health.

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, people with diabetes and those seeking to optimize metabolic health 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, G7, Dexcom One, and Stelo systems are more invasive than many other self-monitored glucose testing systems, including single-point finger stick devices, and people with diabetes and those seeking to optimize metabolic health may be unwilling to insert a sensor in their body, especially for those with diabetes if their current diabetes management involves no more than two finger sticks per day. Moreover,

people with diabetes and those seeking to optimize metabolic health may not perceive the benefits of CGM and people with diabetes 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, (iii) reimbursement or insurance coverage is more widely available, and (iv) patient out of pocket cost decreases. In addition, market acceptance of our products internationally by health care professionals and people with diabetes and those seeking to optimize metabolic health 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 international sales efforts. We cannot predict when, if ever, healthcare professionals, including physicians, and people with diabetes and those seeking to optimize metabolic health 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, those seeking to optimize metabolic health, 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 periods of backorder where we have had insufficient supply of our product and, at times, have had to limit the efforts of our sales force to introduce our products to new customers.

We have recently experienced manufacturing and inventory challenges for G7 that have resulted, and may continue to result from time to time, in disruptions in our ability to supply certain markets, including in the U.S. and other countries. While we are currently working to remedy such challenges, we cannot predict when such manufacturing and inventory challenges will be remedied. If we fail to produce a sufficient amount of our products, our ability to supply our markets will be compromised and health care providers and people with diabetes' decisions to use our products may be negatively impacted. This could lead to loss of sales of and revenues from our products, could potentially decrease our market share, and/or our business, financial condition, results of operations and growth prospects could be materially adversely affected.

Moreover, we may not adequately predict the market demand for our products, which may lead us to produce our products in the quantities we anticipate will be necessary to meet actual market demand. We will need to adequately predict the market demand for our products, remedy our recent manufacturing challenges, 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 also commenced 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.

Our ability to scale 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 and local 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.

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 or our 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 require multiple manufacturing processes and steps. Problems with these manufacturing processes, which may not be detectable by us in a timely manner, could lead to product defects or manufacturing failures, resulting in lot failures, product recalls, product liability claims and/or insufficient inventory, any of which could negatively impact our sales. As further described in the risk factor above, we have recently experienced manufacturing and inventory challenges that have resulted, and may continue to result from time to time, in disruptions in our ability to supply certain markets, including in the U.S. and other countries.

In addition, 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 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, or if we fail to remedy our recent manufacturing and inventory challenges, it could result in insufficient inventory, increased costs, immediate shortages in product or component supply, and decreased sales, any of which may harm our business.

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, cyber-attacks 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 and/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/or 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 products and to achieve commercial success for any of our future products. In 2024, we launched Stelo in the United States and are expanding distribution capabilities for its sales. If we are unable to establish and maintain adequate sales, marketing and distribution capabilities, independently or with others, for our products, 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 customers 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 certain 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, 2024. 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 also 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 G6, G7 and Dexcom One, 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. In selling Stelo, we compete directly with the Diabetes Care division of Abbott Laboratories. Collectively with us, these companies currently account for the majority of the worldwide sales of self-monitored glucose testing systems. We are also aware of emerging competitors primarily located in China.

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 previous 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, 2024, 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 are building a new manufacturing facility in Ireland. Our international expansion efforts, including our new manufacturing facilities in Malaysia and facility under construction 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, including potential higher tariffs on imported goods and materials and renegotiation of free trade agreements and potential retaliatory tariffs imposed by foreign countries against U.S. goods; 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 could 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 international 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 international jurisdictions, 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 international 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). International 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 international 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 international regulatory authority does not ensure authorization or approval by regulatory authorities in other international jurisdictions or by the FDA. In addition, in order to obtain the authorization to market our products in certain international 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 international 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 international, 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, 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—could 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 has 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, we 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 to 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, international 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, acquisition, 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 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, including in the healthcare sector.

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 California Privacy Rights Act (the “CPRA”), which came into effect January 1, 2023. The CCPA, among other things, creates 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 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 international 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 Dexcom, are becoming more frequent, sophisticated and coordinated in their attempts to access data, including, 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; vendor breaches or supply chain attacks; 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 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
- international, 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 international, 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 international, 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.

As part of our commitment to technological advancement, we have incorporated and will continue to explore and implement AI-enabled functions into our products and services. We continue to explore how best to leverage and harness the efficiency and innovation of AI-enabled and AI-empowered technology. In our deployment of AI, we strive to continually assess its performance and continue to make improvements. AI laws and regulations have proliferated in the U.S. and globally in recent years, including in 2024. In 2024, there were 60 AI-related regulations at the U.S. federal and state levels, up from just one in 2016. In 2024 alone, the total number of AI-related regulations in the U.S. grew by 140%. On January 10, 2025, HHS released its AI Strategic Plan which largely focuses on promoting trustworthy AI through the FAVES framework (Fair, Appropriate, Valid, Effective, Safe). Additionally, the EU AI Act went into effect on August 1, 2024, which sets requirements for developers and deployers of AI systems based on a risk approach and extends its reach to those developers of AI outside of the EU where the AI product or output is used in the EU. AI regulation is continually evolving at the federal, state and international level and will continue to require financial and resource investment by us to ensure that AI tools are safe and effective, operate in a non-discriminatory manner, and comply with applicable legal and regulatory requirements.

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 international 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. In 2024, the FDA cleared Stelo as an over-the-counter biosensor designed for adults with prediabetes and Type 2 diabetes who do not use insulin.

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 international 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 international 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 international 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.

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.

As 2025 ushers in a new presidential administration, we expect material changes in health policy, enforcement initiatives, and coverage and reimbursement for health care items and services. As such, our costs to monitor these changes and respond to new requirements will increase.

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 what new regulations or policies will emerge from U.S. federal or state governments, international 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 may be 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 in the past, and may assert in the future, 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 international 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, we and certain Abbott entities previously served complaints for patent infringement, validity, and other patent-related actions against each other in multiple jurisdictions, inside and outside the United States. In December 2024, we entered into a Settlement and License Agreement with Abbott to settle all pending patent infringement legal proceedings brought by Abbott against us. 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 or international regulatory 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 international 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, G6 and G7 are designed to be used by an individual continuously for up to 10 days, 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 international 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 our G6 or G7 systems for inpatient use, but if we supply them to such facilities in the future, 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 current and future products;
- sales and marketing and manufacturing expenses associated with the commercialization of our products; 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 products.

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 future products. 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 future products 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 recent economic conditions, 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 relatively high interest rates, inflation and potential economic slowdowns, 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 the 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 international 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, including as a result of the recent change in presidential administration in 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 could 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 enacted comprehensive tax legislation that included significant changes to the taxation of business entities. These changes included, 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.

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 international 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. Additionally, in June 2024, the State of California enacted S.B. 167, which suspends the use of NOLs for the tax period from January 1, 2024 to December 31, 2026 for net business income of $1.0 million or more, as well as limits the utilization of research and development tax credits to $5.0 million each year. The State of California also passed S.B. 175 to provide for a potential early sunset of NOLs in either 2025 or 2026 if necessary. 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.

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, 2024 through December 31, 2024, the closing price of our common stock on the Nasdaq Global Select Market was as high as $140.45 per share and as low as $64.00 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 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. For example, we have pending securities class action litigation and a derivative action pending against us. 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, 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 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;
- a special meeting of stockholders may only be called by a majority of our Board of Directors, upon direction of the Chairman of our Board of Directors, our Chief Executive Officer, our President or our Lead Independent Director, or a majority of our Board of Directors;
- 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, 2024, we had no outstanding borrowings, $7.7 million in outstanding letters of credit, and a total available balance of $192.3 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.

The Amended Credit Agreement expires in 2026. While we believe we will have the ability to service our debt, extend the term of the credit agreement, and/or 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, 2024, 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.

Our level of debt may:

- heighten our vulnerability to adverse general economic conditions and competitive pressures;
- require us to dedicate a larger portion of our cash flow from operations to interest payments, limiting the availability of cash for other purposes;
- limit our flexibility in planning for, or reacting to, changes in our business and industry; and
- impair our ability to obtain additional financing in the future for working capital, capital expenditures, acquisitions, general corporate purposes or other purposes.

We cannot be sure that our leverage 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.

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 Amended Credit Agreement imposes restrictions on us that may adversely affect our ability to operate our business.

Our Amended Credit Agreement 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 Amended Credit Agreement 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 Amended Credit Agreement. The occurrence of a default under any of these borrowing arrangements would permit the holders of the Notes or the lenders under our Amended Credit Agreement 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 Amended Credit Agreement 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

Sustainability (including environmental, social and governance) regulations, policies and provisions could expose us to numerous risks.

Increasingly, regulators, customers, investors, employees and other stakeholders are focusing on sustainability matters relating to businesses, including climate change and greenhouse gas emissions, human and civil rights, and diversity, equity and inclusion. These changing rules, regulations and stakeholder expectations may differ and conflict, and 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. Collecting, measuring and reporting sustainability-related data and information is subject to evolving reporting standards, including state climate-related reporting requirements, the EU's environmental, social and governance-related disclosure requirements set forth in the Corporate Sustainability Reporting Directive, and similar proposals by other international regulatory bodies. We will also be subject to reporting requirements in California covering disclosure of greenhouse gas emissions data, climate-related financial risks, and details around emissions-related claims and carbon offsets. If our sustainability-related data, information, processes or reporting are incomplete or inaccurate, it could result in adverse regulatory consequences and/or our reputation, business, financial performance and growth could be adversely affected.

Further, a number of governments are considering due diligence procedures to ensure strict compliance with environmental, labor, and government regulations. For example, the European Union has recently proposed broad due diligence reporting requirements for all industries operating within Europe. In addition, a number of our upstream and downstream stakeholders in our value chain have adopted, or may adopt, procurement policies that include sustainability provisions that their business partners 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 sustainability groups or organizations, such as the Responsible Business Alliance. These sustainability regulations, provisions and initiatives are subject to change, can be unpredictable and conflicting, and may be difficult, expensive and time consuming for us to comply with, given the complexity of our value chain and the outsourced manufacturing of certain components of our products. If we are unable to comply, or are unable to cause our upstream and downstream stakeholders to comply, with such regulations, policies or provisions, it may impact our ability to do business, or otherwise present barriers to entry, which could harm our reputation, revenue and results of operations.

Our business could be negatively impacted by evolving expectations and challenges relating to implementing sustainability (including environmental, social and governance) initiatives, setting sustainability-related goals, collecting sustainability-related data, and disclosing sustainability-related information.

We may communicate certain initiatives and, in the future, may communicate goals regarding sustainability-related matters (including environmental, social and governance) in our SEC filings or in other public disclosures. These sustainability-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 sustainability-related initiatives and any future sustainability-related goals, and progress against any future sustainability-related 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 and audit in the future based on evolving standards, frameworks, and regulations. 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 sustainability-related data, processes and reporting are incomplete or inaccurate, or if we fail to achieve progress with respect to any future sustainability-related goals on a timely basis, or at all, we could experience adverse regulatory consequences and/or 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. Ensuring business resiliency through mitigating risks related to climate change in the communities where we conduct our business is a priority, whether for our offices or for our stakeholders. 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 international 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. We expect continued uncertainty and potential political disputes between countries, which could have adverse operation and economic impacts on our business.

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. In addition to the other risk factors set forth herein, 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 products;
- 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 as we pursue our strategy of continuously modifying and enhancing our protective measures while developing and commercializing products that incorporate our CGM technologies and integrate with the 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 annually. 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. She has held this role at Dexcom since 2024 and is responsible for global information technology at Dexcom. Our CIO brings 30 years of diverse strategic and operational experience in IT management, data engineering, AI, digital, ecommerce, infrastructure modernization and supply chain. Prior to Dexcom, our CIO served as Senior Vice President, Chief Information Officer at Bausch + Lomb. Additionally, our CIO has held transformational roles at Johnson & Johnson, Bristol Myers Squibb, American Standard and Price Waterhouse Coopers. She holds a Bachelor of Science degree in Economics and Management Information Systems from the University of Delaware. Our Executive Vice President, Chief Technology Officer (CTO) 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]
Athenry, Ireland	3023 [4]

[1] Excludes a renewal 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.

[4] Represents a 999-year land lease with the Industrial Development Agency of Ireland.

Our headquarters, research and development, and certain of our manufacturing operations are located in San Diego, California. In addition, the construction of a new manufacturing facility in Athenry, Ireland is underway. We also lease various manufacturing, administrative, warehouse and customer support real properties throughout the world.

As of December 31, 2024, we had approximately 80,600 square feet of laboratory space and approximately 159,600 square feet of controlled environment rooms.

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.

Litigation and Settlement with Abbott

From June 2021 through December 2024, we and certain Abbott Diabetes Care, Inc. (“Abbott”) entities 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 were conducted in the United Kingdom. On October 18, 2023 and June 28, 2024, judgment was handed down in favor of Dexcom, finding the Abbott patents to be invalid and not infringed. On January 15, 2024, judgment was handed down invalidating both Abbott and Dexcom’s patents.

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.

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 trial, "D1", against Dexcom commenced in the U.S.D.C., District of Delaware in March 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 litigated were isolated to the inserter mechanism and the wearable seal and mount of Dexcom's G6. On March 22, 2024, a jury returned a mixed verdict. The jury found that Dexcom infringes one patent, that Dexcom did not infringe a second patent, and that Dexcom also did not infringe a third patent, which the jury also found invalid. The jury found that any infringement was not willful. It could not reach unanimity as to a fourth patent. No determination of damages was made or awarded.

Commencing in January 2024, patent infringement hearings between Abbott and Dexcom were scheduled to take place in Germany wherein each sought damages and injunctive relief against the other. All but one of Abbott's offensive hearings were either stayed or cancelled entirely due to parallel invalidity proceedings and nullity decisions. After a February 28, 2024 hearing in Munich wherein Abbott asserted patent infringement claims against Dexcom, Dexcom received a favorable non-infringement decision. On July 24, 2024, Dexcom received a decision from the Munich court related to the July 3, 2024 hearing, staying our offensive infringement proceedings pending the outcome of an opposition proceeding. On July 31, 2024, Dexcom received a decision from the Munich courts related to hearings in April 2024, dismissing our claims for infringement. On November 6, 2024, Dexcom received a favorable decision from the Munich District Court, finding Abbott infringes Dexcom's patent and granting an injunction regarding Abbott's LibrLinkUp application in Germany. Under the Settlement Agreement described below, Abbott obtained a license to such patent and the injunction no longer applies.

In July 2024, after hearings in May and June in the Paris and Munich divisions of the UPC, each division issued a decision revoking our patents asserted against Abbott.

On December 20, 2024, Dexcom and Abbott entered into a settlement and patent cross license agreement (the "Settlement Agreement") to resolve all outstanding patent litigation between the parties (the "Litigation").

Under the terms of the Settlement Agreement, Dexcom granted Abbott and its affiliates, and Abbott and its affiliates granted Dexcom and its affiliates, a worldwide, royalty-free, non-exclusive, fully paid-up license to certain patents and patent applications relating to analyte sensing, including to all the patents asserted in the Litigation. The Settlement Agreement does not obligate Dexcom or Abbott to pay any royalties or any other form of financial compensation.

As part of the Settlement Agreement, each party, on behalf of itself and its affiliates, has also (i) entered into a covenant not to sue until December 20, 2034; and (ii) agreed on behalf of themselves and their affiliates to refrain from challenging the patents and patent applications licensed under the Settlement Agreement for periods of time which vary depending on the relevant patents or patent applications.

The description of the Settlement Agreement contained herein is qualified in its entirety by reference to the Settlement Agreement, a copy of which is filed as Exhibit 10.16 to this Annual Report on Form 10-K.

Securities Class Action Litigation

Between August 21 and October 9, 2024, three substantially similar putative class action complaints were filed against us and certain of our executive officers in the United States District Court for the Southern District of California. On December 13, 2024, the court appointed lead plaintiff court and consolidated the three actions (now captioned In Re: Dexcom, Inc. Class Action Securities Litigation, Lead Case No.: 24-cv-1485-RSH-VET). On January 27, 2025, lead plaintiff filed a consolidated complaint. The consolidated complaint alleges violations of the Securities Exchange Act against us and certain of our current and former executive officers for allegedly making false and misleading statements between April 28, 2023 and July 25, 2024, with respect to our expected revenue for fiscal 2024 and ability to capitalize on our growth potential. Our deadline to respond to the consolidated complaint is March 13, 2025.

Derivative Actions

Between September 13 and October 16, 2024, two putative stockholders filed derivative lawsuits against us and certain of our current and former executive officers and directors in the United States District Court for the Southern District of California. The derivative complaints allege factual allegations largely tracking allegations made in the Securities Class Action Litigation and seek, among other things, damages and restitution to be paid to the Company by the individual defendants, punitive damages, and attorney's fees and costs. On December 16, 2024, the court issued an order (i) consolidating the derivative actions, (ii) appointing lead counsel in the consolidated action (captioned In Re: Dexcom, Inc. Stockholder Derivative Litigation, Lead Case No.: 24-cv-1645-RSH-VET), and (iii) staying the consolidated action until the court's resolution of any motions to dismiss in the Securities Class Action Litigation.

We intend to vigorously defend against such claims; however, we cannot be certain of the outcome of our ongoing proceedings and, if determined adversely to us, our business and financial condition may be adversely affected.

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 25 stockholders of record as of February 6, 2025. 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

All unregistered sales of equity securities have been previously disclosed in a Form 10-Q or a current report on Form 8-K for the fiscal year ended December 31, 2024.

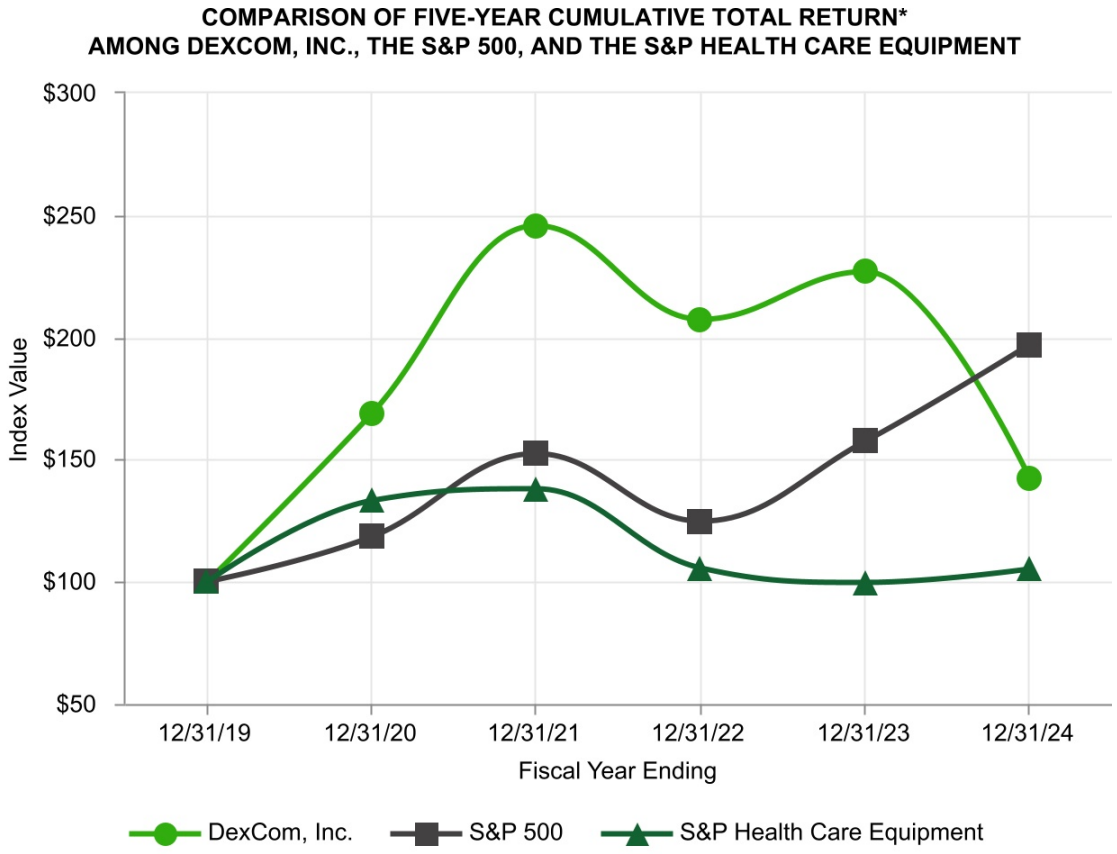
Purchases of Equity Securities by the Issuer and Affiliated Purchasers

Neither we nor any affiliated purchaser repurchased any of our equity securities during the quarter ended December 31, 2024.

Company Stock Price Performance

The graph below compares the cumulative total stockholder return on our common stock with the cumulative total returns on the S&P Health Care Equipment Select Industry index and the S&P 500 index over the five-year period ended December 31, 2024. The graph assumes that $100 was invested in Dexcom common stock and in each of the other indices on December 31, 2019 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.



* $100 invested on December 31, 2019 in stock or index, including reinvestment of any dividends.

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 and metabolic health 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 we launched the Dexcom G7, or G7, in 2023. In August 2024, we launched Stelo, our new biosensor designed for adults with prediabetes and Type 2 diabetes who do not use insulin, as the first over-the-counter glucose biosensor in the U.S.

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. With the introduction of Stelo, we are also pursuing and supporting development partnerships with consumer technology product companies that seek to provide metabolic health insights to their customers.

New Opportunities: We are also exploring how to extend our offerings to other opportunities, including for 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 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 pharmacy rebates based on contractual arrangements, estimates of products sold subject to rebate, known events or trends, and channel inventory data. Estimates associated with pharmacy rebates 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 pharmacy rebate 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 2024, holding all other assumptions constant, would increase or decrease revenue by approximately $38.7 million.

For more information, see Note 1 "*Organization and Significant Accounting Policies—Revenue Recognition*" 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—Income Taxes*" 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, foreign 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—Income Taxes*" 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 2024 include the following:

Revenue	Gross Profit	Operating Income	Net Income	Operating Cash Flow
$4.03 billion	**$2.44 billion**	**$600.0 million**	**$576.2 million**	**$989.5 million**
up 11% from 2023	up 7% from 2023	up 0.4% from 2023	up 6% from 2023	up 32% from 2023

We ended fiscal 2024 with cash, cash equivalents and short-term marketable securities totaling $2.58 billion.

Results of Operations

Financial Overview

For discussion related to the results of operations and changes in financial condition for fiscal 2023 compared to fiscal 2022 refer to "Management's Discussion and Analysis of Financial Condition and Results of Operations" in Part II, Item 7 of our 2023 Annual Report on Form 10-K, which was filed with the SEC on February 8, 2024.

Twelve Months Ended December 31, 2024 Compared to Twelve Months Ended December 31, 2023

	Twelve Months Ended December 31,				2024 - 2023	
(In millions, except per share amounts)	2024	% of Revenue [1]	2023	% of Revenue [1]	$ Change	% Change
Revenue	$ 4,033.0	100.0 %	$ 3,622.3	100.0 %	$ 410.7	11 %
Cost of sales	1,594.8	39.5 %	1,333.4	36.8 %	261.4	20 %
Gross profit	2,438.2	60.5 %	2,288.9	63.2 %	149.3	7 %
Operating expenses:						
Research and development	552.4	14 %	505.8	14 %	46.6	9 %
Selling, general and administrative	1,285.8	32 %	1,185.4	33 %	100.4	8 %
Total operating expenses	1,838.2	46 %	1,691.2	47 %	147.0	9 %
Operating income	600.0	15 %	597.7	17 %	2.3	— %
Other income (expense), net	109.0	3 %	112.7	3 %	(3.7)	(3)%
Income before income taxes	709.0	18 %	710.4	20 %	(1.4)	— %
Income tax expense (benefit)	132.8	3 %	168.9	5 %	(36.1)	(21)%
Net income	$ 576.2	14 %	$ 541.5	15 %	$ 34.7	6 %
Basic net income per share	$ 1.46	**	$ 1.40	**	$ 0.06	4 %
Diluted net income per share	$ 1.42	**	$ 1.30	**	$ 0.12	9 %

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

** Not meaningful

Revenue

We generate our revenue from the sale of disposable sensors and our reusable transmitter and receiver, collectively referred to as Reusable Hardware. 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.

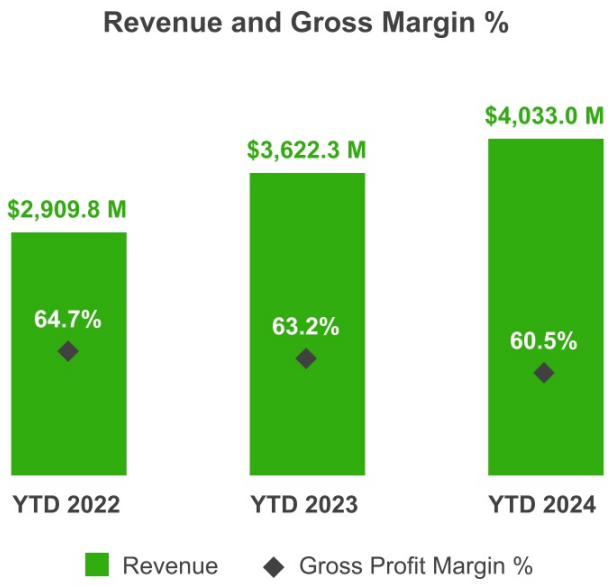
Selling, general and administrative

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.

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, realized and unrealized gains and losses on equity investments, and interest expense related to our senior convertible notes.

Twelve Months Ended December 31, 2024 Compared to Twelve Months Ended December 31, 2023



	Twelve Months Ended December 31,				2024 - 2023	
	2024		2023		Change in Revenues	
(In millions)	Revenue	% of Total	Revenue	% of Total	$	%
United States	$ 2,889.8	72%	$ 2,625.3	72%	$ 264.5	10%
International	1,143.2	28%	997.0	28%	146.2	15%
Total Revenue	$ 4,033.0	100%	$ 3,622.3	100%	$ 410.7	11%

Twelve Months Ended December 31, 2024 Compared to Twelve Months Ended December 31, 2023

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. We added approximately 500,000 - 600,000 net users, excluding Stelo customers, to our worldwide customer base in 2024. The increase in revenue was offset by pricing headwinds due to greater rebate eligibility and channel mix.

Disposable sensor and other revenue comprised approximately 95% of total revenue and Reusable Hardware revenue comprised approximately 5% of total revenue for the twelve months ended December 31, 2024. 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.

Cost of sales & Gross profit

Cost of sales and gross profit increased primarily due to an increase in sales volume driven by the addition of approximately 500,000 - 600,000 net users, excluding Stelo customers, to our worldwide customer base in 2024.

The decrease in gross profit margin percentage in 2024 compared to 2023 was primarily driven by product and channel mix changes, higher freight costs, and non-cash charges including a $22.7 million inventory build charge, and $20.6 million in inventory damaged in transit and certain build configurations that lowered production yield.

	Twelve Months Ended December 31, 2024 Compared to Twelve Months Ended December 31, 2023
Research and development expense	Research and development expense increased primarily due to $20.5 million in compensation and related costs due to higher headcount, $11.2 million in clinical trials, supplies and other support costs, and $5.9 million in software and data costs. 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 $33.5 million in advertising and marketing costs, $30.7 million in compensation and related costs due to higher headcount, $18.0 million in software and data costs, and $10.1 million in travel related expenses.
Income tax expense	The income tax expense recorded for the twelve months ended December 31, 2024 was primarily attributable to income tax expense from normal, recurring operations, partially offset by excess tax benefits recognized for share-based compensation for employees, net of nondeductible executive compensation, the Verily milestone payment, the impacts of certain foreign tax return filings and generation of research and development tax credits. The income tax expense recorded for the twelve months ended December 31, 2023 was 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 decrease in our effective tax rate for the twelve months ended December 31, 2024 compared to the same period in 2023 is primarily attributable to impacts of the prior year tax restructuring and the Verily milestone payment.

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 any 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 $2.58 billion as of December 31, 2024. None of those funds were restricted and $2.36 billion (approximately 92%) of those funds were located in the United States.

Cash flows from Operations

For the twelve months ended December 31, 2024, we had positive cash flows of $989.5 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 in May 2023 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.

Amended Credit Agreement

As of December 31, 2024, we had no outstanding borrowings, $7.7 million in outstanding letters of credit, and a total available balance of $192.3 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 information on the Amended 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, 2024, we had a working capital ratio of 1.47 and a quick ratio of 1.22, which indicates that our current assets are more than enough to cover our short-term liabilities. We expect to incur significant capital expenditures for the next year as we continue to invest in equipment and our manufacturing facilities.

As of December 31, 2024, we have outstanding senior convertible notes classified as current that will mature in November 2025. 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—Senior Convertible Notes*" to the consolidated financial statements in Part II, Item 8 of this Annual Report for information on conversion rights prior to maturity.

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 shares of our common stock 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, 2024, we had a debt-to-assets ratio of 0.38, 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, 2024, we have outstanding senior convertible notes classified as long-term that will mature in 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—Senior Convertible Notes*" 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 Note 6 "*Leases and Other Commitments—Purchase Commitments*" to the consolidated financial statements in Part II, Item 8 of this Annual Report for more information.

Our obligations under the 2025 Notes and 2028 Notes include both principal and interest payments. Although the 2025 Notes and 2028 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 may result in repayment of the principal amounts due under the Notes sooner than the scheduled repayment.

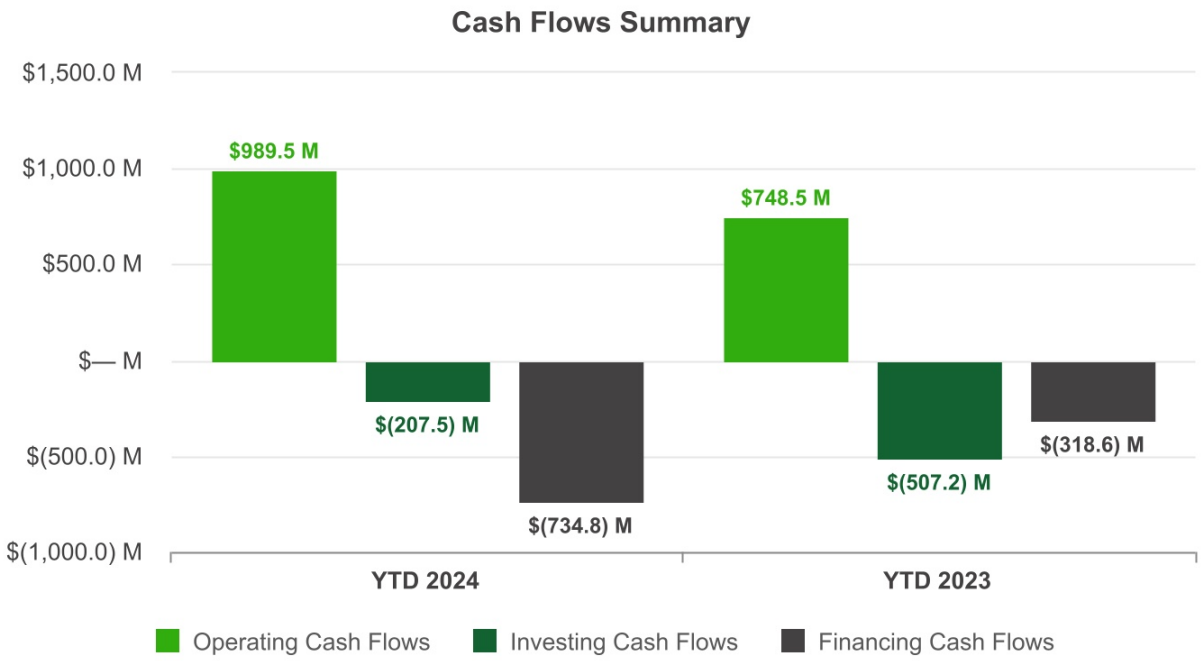
As market conditions warrant, we may, from time to time, repurchase our outstanding debt securities or shares of our common stock, in the open market, in privately negotiated transactions, by exchange transaction or otherwise. Such repurchases, if any, will depend on prevailing market conditions, our liquidity and other factors and may be commenced or suspended at any time. The amounts involved and total consideration paid may be material. See Note 9 "*Stockholder's Equity—Share Repurchase Program and Treasury Shares*" to the consolidated financial statements in Part II, Item 8 of this Annual Report for more information about our 2024 Share Repurchase Program.

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 Amended Credit Agreement, our senior convertible notes, and the 2028 Capped Calls.

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 that expire in 2082 and Athenry, Ireland that expire in 3023 related to our international manufacturing facilities. We anticipate incurring significant expenditures related to the build-out of our manufacturing facilities and investment in equipment. See Note 6 "*Leases and Other Commitments—Leases*" to the consolidated financial statements in Part II, Item 8 of this Annual Report for more information about our leases.

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 the complete consolidated statements of cash flows for these periods.



As of December 31, 2024, we had $2.58 billion in cash, cash equivalents and short-term marketable securities, which is a decrease of $144.7 million compared to $2.72 billion as of December 31, 2023.

The primary cash flows during the twelve months ended December 31, 2024 and 2023 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, 2024	December 31, 2023
Operating Cash Flows	+ $576.2 million of net income and $304.5 million of net non-cash adjustments, and a net increase of $108.8 million in changes of working capital balances Net non-cash adjustments were primarily related to share-based compensation and depreciation and amortization.	+ $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.
Investing Cash Flows	+ $248.1 million in net proceeds from marketable securities - $358.8 million in capital expenditures - $81.3 million in purchases of non-marketable equity securities	- $253.0 million in net purchases of marketable securities - $236.6 million in capital expenditures - $19.5 million in purchases of non-marketable equity securities
Financing Cash Flows	+ $28.2 million in proceeds from issuance of common stock under our employee stock plans - $750.0 million in purchases of treasury stock	+ $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

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 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 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-47 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 23.1 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," as defined in Rules 13a-15(e) and 15d-15(e) of the Exchange Act. Disclosure controls and procedures include, without limitation, controls and other procedures that are designed to ensure that information required to be disclosed in the reports that we file or submit under the Exchange Act is accumulated and timely communicated to management, including our Chief Executive Officer (our principal executive officer) and Chief Financial Officer (our principal financial officer), recorded, processed, summarized, and reported within the time periods specified in the SEC's rules and forms. Our management, with the participation of our Chief Executive Officer and our Chief Financial Officer, conducted an evaluation of the effectiveness of our disclosure controls and procedures as of the end of the period covered by this report. Based on their evaluation as of December 31, 2024, our Chief Executive Officer and our Chief Financial Officer concluded that our disclosure controls and procedures were effective at a reasonable assurance level as of such date.

Changes in Internal Control over Financial Reporting

There were no changes in our internal control over financial reporting (as such term is defined in Rules 13a-15(f) and 15d-15(f) under the Exchange Act) during the most recently completed 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, 2024. 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, 2024, 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, 2024 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 31.1 and 31.2 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, including ours, 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, 2024, 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, 2024, 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 the Company as of December 31, 2024 and 2023, 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, 2024, and the related notes and financial statement schedule listed in the Index at Item 15(a) and our report dated February 14, 2025 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 14, 2025

ITEM 9B - OTHER INFORMATION

Trading Plans

During the three months ended December 31, 2024, no Section 16 officers or directors adopted, modified, or terminated a “Rule 10b5-1 trading arrangement” or “non-Rule 10b5-1 trading arrangement” (each as defined in Item 408 of Regulation S-K of the Exchange Act).

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://investors.dexcom.com/governance/governance-documents. 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 sections of the Proxy Statement entitled "Committees of the Board and Meetings" and "Meetings of the Board of Directors; Director Attendance."

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; Anti-Hedging" 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 "Executive Compensation," "2024 Summary Compensation Table," "Grants of Plan-Based Awards for 2024," "Outstanding Equity Awards at December 31, 2024," "2024 Option Exercises and Stock Vested," "Executive Nonqualified Deferred Compensation Plan," "Severance and Change in Control Arrangements," "2024 Director Compensation Table," "Risks from Compensation Policies and Practices," "Chief Executive Officer Pay Ratio," "Compensation Committee Interlocks and Insider Participation," 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 "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 “Proposal No. 2 – 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.	10-Q	000-51222	October 24, 2024	3.1	
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.	10-K	000-51222	February 8, 2024	10.12	
10.13**	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).	10-K	000-51222	February 8, 2024	10.14	
10.14**	Warrant Termination Agreement between DexCom, Inc. and Bank of America, N.A., dated February 13, 2024.	8-K	000-51222	February 15, 2024	10.1	
10.15*	Severance Agreement and General Release, dated October 22, 2024, between DexCom, Inc. and Teri Lawver.					X
10.16**	Confidential Settlement and Patent License Agreement, dated December 20, 2024, between Abbott Diabetes Care Inc. and DexCom, Inc.					X
10.17*	Amended and Restated 2015 Equity Incentive Plan and forms of award agreements.					X
19.1*	Insider Trading Policy.					X
21.1	List of Subsidiaries.					X
23.1	Consent of Independent Registered Public Accounting Firm.					X
24.1	Power of Attorney (see signature page of this Form 10-K).					X

31.1	Certification of Chief Executive Officer Pursuant to Securities Exchange Act Rule 13a-14(a).					X
31.2	Certification of Chief Financial Officer Pursuant to Securities Exchange Act Rule 13a-14(a).					X
32.1***	Certification of Chief Executive Officer Pursuant to 18 U.S.C. Section 1350 and Securities Exchange Act Rule 13a-14(b).					X
32.2***	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.	10-K	000-51222	February 8, 2024	97.1	
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 14, 2025

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 14, 2025
/s/ JEREME M. SYLVAIN **Jereme M. Sylvain**	Executive Vice President and Chief Financial Officer (Principal Financial and Accounting Officer)	February 14, 2025
/s/ MARK G. FOLETTA **Mark G. Foletta**	Lead Independent Director	February 14, 2025
/s/ STEVEN R. ALTMAN **Steven R. Altman**	Director	February 14, 2025
/s/ NICHOLAS AUGUSTINOS **Nicholas Augustinos**	Director	February 14, 2025
/s/ RICHARD A. COLLINS **Richard A. Collins**	Director	February 14, 2025
/s/ KAREN DAHUT **Karen Dahut**	Director	February 14, 2025
/s/ RIMMA DRISCOLL **Rimma Driscoll**	Director	February 14, 2025
/s/ BRIDGETTE P. HELLER **Bridgette P. Heller**	Director	February 14, 2025
/s/ KYLE MALADY **Kyle Malady**	Director	February 14, 2025
/s/ ERIC J. TOPOL **Eric J. Topol, M.D.**	Director	February 14, 2025

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, 2024 and 2023, 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, 2024, 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, 2024 and 2023, and the results of its operations and its cash flows for each of the three years in the period ended December 31, 2024, 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, 2024, 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 14, 2025 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 disclosure 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 14, 2025

DexCom, Inc.
Consolidated Balance Sheets

(In millions, except share and par value data)	December 31, 2024	December 31, 2023
Assets		
Current assets:		
Cash and cash equivalents	$ 606.1	$ 566.3
Short-term marketable securities	1,973.3	2,157.8
Accounts receivable, net	1,005.7	973.9
Inventory	542.6	559.6
Prepaid and other current assets	173.7	168.3
Total current assets	4,301.4	4,425.9
Property and equipment, net	1,339.9	1,113.1
Operating lease right-of-use assets	62.8	71.4
Goodwill	22.8	25.2
Intangibles, net	103.4	134.5
Deferred tax assets	481.2	419.4
Other assets	173.0	75.0
Total assets	$ 6,484.5	$ 6,264.5
Liabilities and Stockholders' Equity		
Current liabilities:		
Accounts payable and accrued liabilities	$ 1,585.1	$ 1,345.5
Accrued payroll and related expenses	112.0	171.0
Current portion of long-term senior convertible notes	1,204.4	—
Short-term operating lease liabilities	22.5	21.1
Deferred revenue	8.0	18.4
Total current liabilities	2,932.0	1,556.0
Long-term senior convertible notes	1,237.0	2,434.2
Long-term operating lease liabilities	65.0	80.1
Other long-term liabilities	147.9	125.6
Total liabilities	4,381.9	4,195.9
Commitments and contingencies		
Stockholders' equity:		
Preferred stock, $0.001 par value, 5.0 million shares authorized; no shares issued and outstanding at December 31, 2024 and December 31, 2023	—	—
Common stock, $0.001 par value, 800.0 million shares authorized; 408.9 million and 390.7 million shares issued and outstanding, respectively, at December 31, 2024; and 407.2 million and 385.4 million shares issued and outstanding, respectively, at December 31, 2023	0.4	0.4
Additional paid-in capital	2,093.8	3,514.6
Accumulated other comprehensive loss	(8.0)	(16.7)
Retained earnings	1,597.6	1,021.4
Treasury stock, at cost; 18.2 million shares at December 31, 2024 and 21.8 million shares at December 31, 2023	(1,581.2)	(2,451.1)
Total stockholders' equity	2,102.6	2,068.6
Total liabilities and stockholders' equity	$ 6,484.5	$ 6,264.5

See accompanying notes

DexCom, Inc.
Consolidated Statements of Operations

(In millions, except per share data)	Twelve Months Ended December 31, 2024	2023	2022
Revenue	$ 4,033.0	$ 3,622.3	$ 2,909.8
Cost of sales	1,594.8	1,333.4	1,026.7
Gross profit	2,438.2	2,288.9	1,883.1
Operating expenses:			
Research and development	552.4	505.8	484.2
Selling, general and administrative	1,285.8	1,185.4	1,007.7
Total operating expenses	1,838.2	1,691.2	1,491.9
Operating income	600.0	597.7	391.2
Other income (expense), net	109.0	112.7	(0.4)
Income before income taxes	709.0	710.4	390.8
Income tax expense	132.8	168.9	49.6
Net income	$ 576.2	$ 541.5	$ 341.2
Basic net income per share	$ 1.46	$ 1.40	$ 0.88
Shares used to compute basic net income per share	393.6	386.0	389.4
Diluted net income per share	$ 1.42	$ 1.30	$ 0.82
Shares used to compute diluted net income per share	412.7	425.5	427.5

See accompanying notes

DexCom, Inc.
Consolidated Statements of Comprehensive Income

(In millions)	Twelve Months Ended December 31, 2024	2023	2022
Net income	$ 576.2	$ 541.5	$ 341.2
Other comprehensive income (loss), net of tax:			
Translation adjustments and other	8.6	(9.2)	(9.8)
Unrealized gain (loss) on marketable debt securities	0.1	4.1	(2.3)
Total other comprehensive income (loss), net of tax	8.7	(5.1)	(12.1)
Comprehensive income	$ 584.9	$ 536.4	$ 329.1

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	Treasury Stock	Total Stockholders' Equity
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 income, 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 income, 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
Issuance of common stock under equity incentive plans	1.3	—	—	—	—	—	—
Issuance of common stock for Employee Stock Purchase Plan	0.4	—	28.2	—	—	—	28.2
Issuance of common stock in connection with achievement of sales-based milestone, net of issuance costs	1.5	—	(188.1)	—	—	188.1	—
Purchases of treasury stock, including excise tax	(10.4)	—	—	—	—	(749.5)	(749.5)
Exercise and settlement of warrants	12.5	—	(1,431.3)	—	—	1,431.3	—
Share-based compensation expense	—	—	170.4	—	—	—	170.4
Net income	—	—	—	—	576.2	—	576.2
Other comprehensive income, net of tax	—	—	—	8.7	—	—	8.7
Balance at December 31, 2024	390.7	$ 0.4	$2,093.8	$ (8.0)	$1,597.6	$(1,581.2)	$ 2,102.6

See accompanying notes

DexCom, Inc.
Consolidated Statements of Cash Flows

(In millions)	Twelve Months Ended December 31, 2024	2023	2022
Operating activities			
Net income	$ 576.2	$ 541.5	$ 341.2
Adjustments to reconcile net income to cash provided by operating activities:			
Depreciation and amortization	217.7	186.0	155.9
Share-based compensation	170.4	150.8	126.5
Non-cash interest expense	7.5	7.8	6.3
Deferred income taxes	(43.8)	(55.0)	(21.6)
Other non-cash income and expenses	(47.3)	(85.8)	34.5
Changes in operating assets and liabilities:			
Accounts receivable, net	(35.0)	(260.1)	(199.9)
Inventory	12.4	(252.6)	49.3
Prepaid and other assets	(5.8)	19.3	(131.6)
Operating lease right-of-use assets and liabilities, net	(6.5)	(4.5)	(5.8)
Accounts payable and accrued liabilities	211.7	466.5	295.1
Accrued payroll and related expenses	(60.0)	37.2	8.5
Deferred revenue and other liabilities	(8.0)	(2.6)	11.1
Net cash provided by operating activities	989.5	748.5	669.5
Investing activities			
Purchase of marketable securities	(2,576.3)	(3,200.4)	(2,266.3)
Proceeds from sale and maturity of marketable securities	2,824.4	2,947.4	2,127.8
Purchases of property and equipment	(358.8)	(236.6)	(364.8)
Acquisitions, net of cash acquired	—	—	(3.9)
Purchases of non-marketable equity securities	(81.3)	(19.5)	(14.5)
Other investing activities	(15.5)	1.9	0.2
Net cash used in investing activities	(207.5)	(507.2)	(521.5)
Financing activities			
Net proceeds from issuance of common stock	28.2	26.6	22.5
Purchases of treasury stock	(750.0)	(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	(13.0)	1.5	(17.3)
Net cash used in financing activities	(734.8)	(318.6)	(552.5)
Effect of exchange rate changes on cash, cash equivalents and restricted cash	(7.4)	1.5	(5.8)
Increase (decrease) in cash, cash equivalents and restricted cash	39.8	(75.8)	(410.3)
Cash, cash equivalents and restricted cash, beginning of period	567.5	643.3	1,053.6
Cash, cash equivalents and restricted cash, end of period	$ 607.3	$ 567.5	$ 643.3
Reconciliation of cash, cash equivalents and restricted cash, end of period:			
Cash and cash equivalents	$ 606.1	$ 566.3	$ 642.3
Restricted cash	1.2	1.2	1.0
Total cash, cash equivalents and restricted cash	$ 607.3	$ 567.5	$ 643.3

	Twelve Months Ended December 31,		
	2024	2023	2022
Supplemental disclosure of non-cash investing and financing transactions:			
Shares issued for repurchase and conversions of senior convertible notes	$ —	$ 1,501.9	$ 35.9
Shares received under note hedge upon conversion of 2023 Notes	$ —	$ (1,490.3)	$ (33.5)
Acquisition of property and equipment included in accounts payable and accrued liabilities	$ 75.4	$ 53.2	$ 25.7
Supplemental cash flow information:			
Cash paid during the year for interest	$ 11.4	$ 12.4	$ 12.2
Cash paid during the year for income taxes	$ 198.0	$ 212.3	$ 114.2

See accompanying notes

1. Organization and Significant Accounting Policies

Organization and Business

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 and metabolic health 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 Note 4 "*Balance Sheet Details and Other Financial Information—Short-Term Marketable Securities*" 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,	
	2024	2023	2022	2024	2023
Customer A	40 %	35 %	32 %	18 %	20 %
Customer B	*	*	11 %	*	*
Customer C	35 %	30 %	26 %	21 %	23 %
Customer D	42 %	37 %	29 %	27 %	27 %
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, 2024, 2023 or 2022.

The change in goodwill for the twelve months ended December 31, 2024 and 2023 primarily consisted of the divestiture of our non-diabetes distribution business and 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 fourteen 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, 2024, 2023 or 2022.

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 income (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 income (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, product returns provision, and prompt payment discounts. We classify these items as a reduction of accounts receivable when we are not required to make a payment and 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 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 chargebacks primarily based on historical experience on a product and program basis, current contract prices under the chargeback programs and channel inventory data.

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 estimate our product returns primarily 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 discounts based on eligible sales and contractual discount rates.

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.

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, 2024 included unbilled accounts receivable of $15.2 million. We expect to invoice and collect all unbilled accounts receivable within twelve months.

We record deferred revenue when cash payments have been received prior to 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 were $9.5 million as of December 31, 2024 and $7.4 million as of December 31, 2023. These balances are included in other long-term liabilities in our consolidated balance sheets.

Deferred Cost of Sales

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.

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 $194.2 million, $180.8 million and $160.6 million for the twelve months ended December 31, 2024, 2023 and 2022, 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,		
	2024	2023	2022
(In millions, except per share data)			
Net income	$ 576.2	$ 541.5	$ 341.2
Add back interest expense, net of tax attributable to assumed conversion of senior convertible notes	11.5	12.6	11.0
Net income - diluted	$ 587.7	$ 554.1	$ 352.2
Net income per common share			
Basic	$ 1.46	$ 1.40	$ 0.88
Diluted	$ 1.42	$ 1.30	$ 0.82
Basic weighted average shares outstanding	393.6	386.0	389.4
Dilutive potential securities:			
Collaborative sales-based milestones	0.2	0.7	—
RSUs and PSUs	0.7	1.1	1.0
Senior convertible notes	15.7	26.2	26.9
Warrants	2.5	11.5	10.2
Diluted weighted average shares outstanding	412.7	425.5	427.5

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

(In millions)	Twelve Months Ended December 31, 2024	2023	2022
RSUs and PSUs	1.3	—	0.4

Recent Accounting Guidance

Recently Adopted Accounting Pronouncements

In November 2023, the Financial Accounting Standards Board, or FASB, issued Accounting Standards Update, or ASU, 2023-07, *Segment Reporting (Topic 280): Improvements to Reportable Segment Disclosures*. The ASU requires disclosure of significant segment expenses that are regularly provided to the chief operating decision maker, or CODM, and included within each reported measure of segment profit or loss. We adopted ASU 2023-07 in the fourth quarter of 2024 on a retrospective basis, reflecting the application of the new standard in each prior reporting period.

Recently Issued Accounting Pronouncements Not Yet Adopted

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 disclosures.

In November 2024, the FASB issued ASU 2024-03, *Disaggregation of Income Statement Expenses*. The ASU requires disaggregated disclosure of certain costs and expenses in the notes of the financial statements. The ASU is effective for fiscal years beginning after December 15, 2026, and interim periods within fiscal years beginning after December 15, 2027, 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 disclosures.

Recent Securities and Exchange Commission Final Rules Not Yet Implemented

On March 6, 2024, the SEC adopted SEC Release Nos. 33-11275; 34-99678, The Enhancement and Standardization of Climate-Related Disclosures for Investors, to require the disclosure of certain climate-related information in registration statements and annual reports, including Scope 1 and 2 emissions and information about climate-related risks that have materially impacted, or are reasonably likely to have a material impact on, a company's business strategy, results of operations, or financial condition. In addition, under the final rules, certain disclosures related to severe weather events and other natural conditions will be required in audited financial statements. The disclosure requirements would have begun phasing in for our reports and registration statements including financial information in the fiscal year ending December 31, 2025, however, in April 2024, the SEC issued an order staying the final rules until the completion of judicial review. The SEC has since indicated that it intends to establish a new implementation period following the stay order. We are currently evaluating the impact of this final rule on our 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 agreed to jointly develop a certain next-generation CGM product, and potentially 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. In connection with the Restated Collaboration Agreement, we developed, launched and commercialized a CGM product in connection with the collaboration.

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 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 in-process research and development 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 approval from the Food and Drug Administration 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 "*Balance Sheet Details and Other Financial Information—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.

In the first quarter of 2024, we issued 1.5 million shares of our common stock in connection with our achievement of the second sales-based milestone.

All milestones were paid in cash or shares of our common stock, at our election.

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.

We estimate the fair values of our Level 3 financial instruments based on unobservable inputs and other estimation techniques due to the absence of quoted market prices and inherent lack of liquidity.

The following table summarizes financial assets that we measured at fair value on a recurring basis as of December 31, 2024, classified in accordance with the fair value hierarchy:

	Fair Value Measurements Using			
(In millions)	Level 1	Level 2	Level 3	Total
Cash equivalents	$ 134.2	$ —	$ —	$ 134.2
Debt securities, available-for-sale:				
U.S. government agencies [1]	—	1,150.1	—	1,150.1
Commercial paper	—	312.1	—	312.1
Corporate debt	—	511.1	—	511.1
Total debt securities, available-for-sale	—	1,973.3	—	1,973.3
Other long-term assets:				
Convertible notes receivable	—	—	10.5	10.5
Other assets [2]	20.6	—	—	20.6
Total assets measured at fair value on a recurring basis	$ 154.8	$ 1,973.3	$ 10.5	$ 2,138.6

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

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

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

[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, 2024 and 2023.

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, 2024	December 31, 2023
Senior Convertible Notes due 2025	$ 1,163.7	$ 1,262.8
Senior Convertible Notes due 2028	1,122.3	1,281.8
Total fair value of outstanding senior convertible notes	$ 2,286.0	$ 2,544.6

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

Foreign Currency and Derivative Financial Instruments

As we conduct business globally in many currencies, we are exposed to foreign exchange rate changes. To limit this exposure, 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, 2024 and December 31, 2023, the notional amounts of outstanding foreign currency forward contracts were $66.0 million and $71.0 million, respectively. The resulting impact on our consolidated financial statements from currency hedging activities was not significant for the twelve months ended December 31, 2024, 2023 and 2022.

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 were $119.3 million as of December 31, 2024 and $38.5 million as of December 31, 2023. We include the carrying values of these investments 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 on assets and liabilities measured at fair value on a non-recurring basis during the twelve months ended December 31, 2024 and 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.

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:

	December 31, 2024			
(In millions)	Amortized Cost	Gross Unrealized Gains	Gross Unrealized Losses	Estimated Market Value
Debt securities, available-for-sale:				
U.S. government agencies [1]	$ 1,149.4	$ 1.3	$ (0.6)	$ 1,150.1
Commercial paper	312.2	—	(0.1)	312.1
Corporate debt	511.1	0.4	(0.4)	511.1
Total debt securities, available-for-sale	$ 1,972.7	$ 1.7	$ (1.1)	$ 1,973.3

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

	December 31, 2023			
(In millions)	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

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

As of December 31, 2024, the estimated market values of our short-term debt securities with contractual maturities up to 12 months and up to 18 months were $1.73 billion and $247.7 million, respectively. 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. Gross realized gains and losses on sales of our short-term debt securities for the twelve months ended December 31, 2024, 2023 and 2022 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, 2024 were primarily due to changes 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, 2024, unrealized gains or losses on equity investments were not significant. During the twelve months ended December 31, 2023, and 2022, we had no unrealized gains or losses on equity investments. Realized gains from the sale of an equity investment were not significant for the twelve months ended December 31, 2024, 2023 and 2022.

Accounts Receivable

(In millions)	December 31, 2024	2023
Accounts receivable	$ 1,014.9	$ 983.2
Less: allowance for doubtful accounts	(9.2)	(9.3)
Total accounts receivable, net	$ 1,005.7	$ 973.9

Reserve for prompt payment cash discounts recorded against accounts receivable, excluding allowance for doubtful accounts, was $17.3 million, $13.7 million, $8.3 million as of December 31, 2024, 2023, and 2022, respectively.

Inventory

(In millions)	December 31, 2024	2023
Raw materials	$ 327.1	$ 319.5
Work-in-process	28.1	30.0
Finished goods	187.4	210.1
Total inventory	$ 542.6	$ 559.6

During the twelve months ended December 31, 2024, 2023 and 2022, we recorded excess and obsolete inventory charges of $53.5 million, $16.6 million and $13.9 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

(In millions)	December 31, 2024	2023
Prepaid expenses	$ 76.3	$ 58.7
Prepaid inventory	11.2	31.5
Deferred compensation plan assets	18.6	15.2
Income tax receivables	27.9	13.6
Other current assets	39.7	49.3
Total prepaid and other current assets	$ 173.7	$ 168.3

Property and Equipment

(In millions)	December 31, 2024	2023
Land and land improvements	$ 53.1	$ 34.5
Building	291.0	190.5
Furniture and fixtures	40.2	36.9
Computer software and hardware	76.6	65.8
Machinery and equipment	908.9	683.3
Leasehold improvements	293.8	283.4
Construction in progress	354.6	328.1
Total cost	2,018.2	1,622.5
Less: accumulated depreciation and amortization	(678.3)	(509.4)
Total property and equipment, net	$ 1,339.9	$ 1,113.1

Depreciation expense related to property and equipment for the twelve months ended December 31, 2024, 2023 and 2022 was $181.2 million, $147.4 million and $144.1 million, respectively.

Loss on disposal of property and equipment during the twelve months ended December 31, 2024, 2023 and 2022 recorded in operating expenses was $5.1 million, $0.7 million and $2.2 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, 2024 and December 31, 2023:

(Dollars in millions)	Weighted Average Useful Life (in years)	December 31, 2024 Gross Carrying Amount	Accumulated Amortization	Net Carrying Amount
Verily intangible asset [1]	3.3	$ 152.4	$ (59.5)	$ 92.9
Customer relationships	1.8	17.5	(13.0)	4.5
Acquired technology and intellectual property [2]	7.2	19.6	(14.7)	4.9
Trademarks and trade name	1.6	3.8	(2.7)	1.1
Intangibles, other	0.0	0.2	(0.2)	—
Total	3.4	$ 193.5	$ (90.1)	$ 103.4

(Dollars in millions)	Weighted Average Useful Life (in years)	December 31, 2023 Gross Carrying Amount	Accumulated Amortization	Net Carrying Amount
Verily intangible [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

[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, 2024, 2023 and 2022:

(In millions)	Twelve Months Ended December 31, 2024	2023	2022
Amortization expense included in cost of sales	$ 29.8	$ 30.5	$ 4.3
Amortization expense included in operating expenses	6.7	8.1	7.5
Total amortization of intangible assets	$ 36.5	$ 38.6	$ 11.8

The following table presents estimated future amortization of the Company's finite-lived intangible assets as of December 31, 2024:

(In millions)	
2025	$ 32.7
2026	31.5
2027	29.6
2028	7.6
2029	0.5
Thereafter	1.5
Total	$ 103.4

Other Assets

(In millions)	December 31, 2024	2023
Non-marketable equity securities	$ 119.3	$ 38.5
Long-term deposits	13.8	14.4
Other assets	39.9	22.1
Total other assets	$ 173.0	$ 75.0

Accounts Payable and Accrued Liabilities

(In millions)	December 31, 2024	2023
Accounts payable trade	$ 345.3	$ 276.4
Accrued tax, audit, and legal fees	38.4	42.6
Accrued rebates	1,135.9	950.7
Accrued warranty	5.9	12.6
Income tax payable	3.9	7.5
Deferred compensation plan liabilities	18.6	15.2
Other accrued liabilities	37.1	40.5
Total accounts payable and accrued liabilities	$ 1,585.1	$ 1,345.5

Accrued Payroll and Related Expenses

(In millions)	December 31, 2024	2023
Accrued wages, bonus and taxes	$ 74.5	$ 139.8
Other accrued employee benefits	37.5	31.2
Total accrued payroll and related expenses	$ 112.0	$ 171.0

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, 2024, 2023 and 2022 were as follows:

(In millions)	Twelve Months Ended December 31, 2024	2023	2022
Beginning balance	$ 12.6	$ 12.8	$ 12.9
Charges to costs and expenses	47.2	51.5	43.0
Costs incurred	(53.9)	(51.7)	(43.1)
Ending balance	$ 5.9	$ 12.6	$ 12.8

Other Long-Term Liabilities

(In millions)	December 31, 2024	2023
Finance lease obligations	$ 58.5	$ 58.6
Deferred revenue, long-term	9.5	7.4
Asset retirement obligation	17.0	15.7
Other tax liabilities	44.8	38.7

Other liabilities	18.1	5.2
Total other long-term liabilities	$ 147.9	$ 125.6

Other Income (Expense), Net

(In millions)	Twelve Months Ended December 31, 2024	2023	2022
Interest and dividend income	$ 134.2	$ 135.0	$ 23.8
Interest expense	(19.0)	(20.3)	(18.6)
Other expense, net	(6.2)	(2.0)	(5.6)
Total other income (expense), net	$ 109.0	$ 112.7	$ (0.4)

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, 2024	December 31, 2023
Principal amount:		
Senior Convertible Notes due 2025	$ 1,207.5	$ 1,207.5
Senior Convertible Notes due 2028	1,250.0	1,250.0
Total principal amount	2,457.5	2,457.5
Unamortized debt issuance costs	(16.1)	(23.3)
Carrying amount of senior convertible notes	$ 2,441.4	$ 2,434.2

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, 2024	December 31, 2023
Senior Convertible Notes due 2025	$ —	$ 56.1
Senior Convertible Notes due 2028	—	33.6
Total by which the notes' if-converted value exceeds their principal amount	$ —	$ 89.7

The following table summarizes the components of interest expense and the effective interest rates for our senior convertible notes for the periods shown:

(In millions)	Twelve Months Ended December 31, 2024	2023	2022
Cash interest expense:			
Contractual coupon interest [1]	$ 7.7	$ 9.1	$ 8.8
Non-cash interest expense:			
Amortization of debt issuance costs	7.2	7.3	5.9
Total interest expense recognized on senior notes	$ 14.9	$ 16.4	$ 14.7
Effective interest rate:			
Senior Convertible Notes due 2023 [2]	*	1.1 %	1.1 %
Senior Convertible Notes due 2025	0.5 %	0.5 %	0.5 %
Senior Convertible Notes due 2028	0.7 %	0.7 %	*

[1] Interest on our unsecured senior convertible notes due 2023, or the 2023 Notes, began accruing upon issuance and was payable semi-annually on June 1 and December 1 of each year until the 2023 Notes matured on December 1, 2023. Interest on our unsecured senior convertible notes due 2025, or the 2025 Notes, began accruing upon issuance and is payable semi-annually on May 15 and November 15 of each year. Interest on our unsecured senior convertible notes due 2028, or 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 2023 Notes matured on December 1, 2023 and are no longer outstanding.

* Not applicable as no notes were outstanding in the relevant period.

Convertible Debt Summary

The following table summarizes key details of the 2023 Notes, 2025 Notes, and 2028 Notes:

Senior Convertible Notes	Offering Completion Date	Maturity Date	Stated Interest Rate	Aggregate Principal Amount Issued	Net Proceeds[1]	Initial Conversion Rate[2] (per $1,000 principal amount)	Conversion Price (per share)	Settlement Methods[3]
2023 Notes[4]	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 are calculated by deducting the initial purchasers' discounts and estimated costs directly related to the offering from the aggregate principal amount of the applicable series of notes.

[2] Subject to adjustments as defined in the applicable indentures.

[3] The 2025 Notes and 2028 Notes may be settled in cash, stock, or a combination thereof, solely at our discretion. The 2023 Notes, while outstanding, could be settled in cash, stock, or a combination thereof, solely at our discretion.

[4] The 2023 Notes matured on December 1, 2023 and are no longer outstanding.

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 any of our 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 indentures 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, or the 2023 Note Hedge, with two of the initial purchasers of the 2023 Notes, which we refer to as the 2023 Counterparties, entitling us to purchase up to 20.7 million shares of our common stock. The 2023 Note Hedge expired on December 1, 2023. 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 in 2023.

2023 Warrants

In November 2018, we also sold warrants, or the 2023 Warrants, to the 2023 Counterparties to acquire up to 20.7 million shares of our common stock. The 2023 Warrants required net share settlement and a pro-rated number of warrants expired on each of the 60 scheduled trading days following 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 had a dilutive effect on our earnings per share to the extent that the price of our common stock during a given measurement period exceeded the strike price of the 2023 Warrants. The strike price of the 2023 Warrants was initially $49.60 per share, 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.

On February 13, 2024, we entered into a warrant termination agreement with one of the 2023 Counterparties to terminate outstanding warrants to purchase an aggregate of 10.3 million shares of our common stock. In consideration of the termination of these warrants, we delivered 6.0 million shares of our common stock to the holder.

During the first quarter of 2024, a portion of the 2023 Warrants was exercised and we issued 1.9 million shares of our common stock in addition to the aforementioned 6.0 million shares issued in connection with the warrant termination agreement.

During the second quarter of 2024, the remaining portion of the 2023 Warrants was exercised and we issued 4.6 million shares of our common stock in connection with the exercise.

2028 Capped Call Transactions

In May 2023, in connection with the offering of the 2028 Notes, we entered into privately negotiated capped call transactions, or the 2028 Capped Calls, with certain financial institutions. The 2028 Capped Calls cover, subject to anti-dilution adjustments substantially similar to those applicable to the 2028 Notes, the number of shares of our common stock initially underlying 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

The 2023 Notes matured on December 1, 2023 and all outstanding principal was settled. There was no conversion activity for the 2025 Notes or 2028 Notes for the twelve months ended December 31, 2024. See the following table for the details of conversion activity for the 2023 Notes for the fiscal year ended December 31, 2023:

Fiscal Period	Converted Notes	Aggregate Principal Amount Converted	Shares Issued for Settlement	Shares Received from Exercise of 2023 Note Hedge
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 outstanding 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 applicable indenture relating to the notes). We are also 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 2025 Notes and 2028 Notes, which we refer to collectively as the 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 August 15, 2025 and February 15, 2028 for the 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)]	Holders of the Notes may convert all or a portion of their Notes regardless of the foregoing circumstances prior to the close of business on the business day immediately preceding the maturity date for the 2025 Notes and prior to the close of business on the second scheduled trading day immediately preceding the maturity date for the 2028 Notes

[(1)] Circumstance 1 is available after the calendar quarter ended September 30, 2020 and September 30, 2023 for the 2025 Notes and 2028 Notes, respectively.

[(2)] Circumstance 5 is available on or after August 15, 2025 and February 15, 2028 for the 2025 Notes and 2028 Notes, respectively.

Summary of Conversion Right at the Option of the Company for the 2025 Notes 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 May 20, 2023 and May 20, 2026 for the 2025 Notes and 2028 Notes, respectively. Dexcom has the right to redeem the 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, as amended, or the Amended Credit Agreement, which we had previously entered into in October 2021. The Amended Credit Agreement is a five-year revolving credit facility, or the 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 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, 2024
Available principal amount	$	200.0
Letters of credit sub-facility		25.0
Outstanding borrowings		—
Outstanding letters of credit		7.7
Total available balance	$	192.3

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, Term Benchmark Revolving Loan, or RFR Revolving Loan, each as defined in the Amended Credit Agreement under the captions “ABR Spread”, “Term Benchmark”, and “RFR Spread”, or “Unused Commitment Fee Rate”, respectively, are outlined in the following table:

Range	ABR Spread	Term Benchmark/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, 2024.

As of December 31, 2024, we have no other material guarantee facilities or lines of credit.

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 and in Athenry, Ireland that expire in 3023 for the build-out of our international manufacturing facilities. Our leases, excluding our land leases in Malaysia and Ireland, have remaining lease terms of up to sixteen 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, 2024, the maturities of our operating and finance lease liabilities were as shown in the table below:

(In millions)	Operating Leases	Finance Leases
2025	$ 26.8	$ 9.7
2026	26.1	8.8
2027	20.9	6.9
2028	15.9	5.4
2029	2.9	5.5
Thereafter	6.9	54.6
Total future lease cost	99.5	90.9
Less: Imputed interest	(12.0)	(26.0)
Present value of future payments	87.5	64.9
Less: Current portion	(22.5)	(6.4)
Long-term portion	$ 65.0	$ 58.5

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 $17.0 million and $15.7 million as of December 31, 2024 and 2023, 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, 2024, 2023 and 2022 were as follows:

	Twelve Months Ended December 31,		
(In millions)	2024	2023	2022
Finance lease cost:			
Amortization of right-of-use assets	$ 7.2	$ 6.5	$ 5.6
Interest on lease liabilities	3.4	3.2	3.3
Operating lease cost	22.4	22.9	22.6
Right-of-use asset impairment	—	—	6.3
Short-term lease cost	3.8	2.4	3.5
Variable lease cost	9.0	8.3	8.0
Total lease cost	$ 45.8	$ 43.3	$ 49.3

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 "*Organization and Significant Accounting Policies—Intangible Assets and Other Long-Lived Assets*". 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)	**2024**	**2023**	**2022**
Cash paid for amounts included in the measurement of lease liabilities:			
Operating cash flows from operating leases	$ 27.5	$ 28.1	$ 26.0
Operating cash flows from finance leases	3.4	3.2	3.1
Financing cash flows from finance leases	13.0	4.7	15.5
Right-of-use assets obtained in exchange for lease liabilities:			
Operating leases	8.8	7.5	15.6
Finance leases	$ 14.6	$ 4.2	$ 16.1
Weighted average remaining lease term:			
Operating leases	4.2 years	5.0 years	5.5 years
Finance leases	12.6 years	14.1 years	15.2 years
Weighted average discount rate:			
Operating leases	6.1 %	6.1 %	6.0 %
Finance leases	5.4 %	5.3 %	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 $16.7 million, $16.5 million, and $16.4 million for the twelve months ended December 31, 2024, 2023 and 2022, respectively.

Purchase Commitments

We are party to various purchase arrangements related to our operational, manufacturing, and research and development activities. We had approximately $954.9 million and $793.0 million of open purchase orders and contractual obligations in the ordinary course of business, the majority of which are due within one year, as of December 31, 2024 and December 31, 2023, respectively.

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, 2024, we and certain Abbott Diabetes Care, Inc. (“Abbott”) entities served patent infringement complaints against each other in multiple jurisdictions against certain continuous glucose monitoring products of each company. On December 20, 2024, we and Abbott entered into a settlement and patent cross license agreement (the “Settlement Agreement”) to resolve all outstanding patent litigation between the parties (the “Litigation”). Under the terms of the Settlement Agreement, we granted Abbott and its affiliates, and Abbott and its affiliates granted Dexcom and its affiliates, a worldwide, royalty-free, non-exclusive, fully paid-up license to certain patents and patent applications relating to analyte sensing, including to all the patents asserted in the Litigation. The Settlement Agreement does not obligate us or Abbott to pay any royalties or any other form of financial compensation. As part of the Settlement Agreement, each party, on behalf of itself and its affiliates, has also (i) entered into a covenant not to sue until December 20, 2034; and (ii) agreed on behalf of themselves and their affiliates to refrain from challenging the patents and patent applications licensed under the Settlement Agreement for periods of time which vary depending on the relevant patents or patent applications.

Due to uncertainty surrounding the securities class action litigation and the derivative action, we are unable to reasonably estimate the ultimate outcome of any of the litigation matters at this time. We intend to defend against these 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)	2024	2023	2022
United States	$ 659.8	$ 732.4	$ 463.5
Outside of the United States	49.2	(22.0)	(72.7)
Total	$ 709.0	$ 710.4	$ 390.8

Significant components of the provision for income taxes are as follows:

	Twelve Months Ended December 31,		
(In millions)	2024	2023	2022
Current:			
Federal	$ 157.4	$ 149.1	$ 32.6
State	16.5	18.1	26.1
Foreign	2.7	56.7	12.5
Total current income taxes	176.6	223.9	71.2
Deferred:			
Federal	(55.2)	(93.7)	(4.3)
State	(2.0)	14.6	(17.6)
Foreign	13.4	24.1	0.3
Total deferred income taxes	(43.8)	(55.0)	(21.6)
Total	$ 132.8	$ 168.9	$ 49.6

Significant loss and tax credit carryforwards and years of expiration are as follows:

	December 31,		
(In millions)	2024	2023	Year of Expiration
Net operating loss:			
Federal	$ 12.1	$ 20.4	2028
California	162.0	167.7	2035
Other states	5.8	7.8	2028
UK	—	—	Indefinite
Other foreign	—	6.0	2027
Tax credits:			
Federal			
R&D credits	—	—	
Foreign tax credits	0.1	0.1	2032
California R&D credits	124.9	111.9	Indefinite
California AMT Credits	$ 0.5	$ 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 $1.1 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, 2024 and 2023 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)	**2024**	**2023**
Deferred tax assets:		
Net operating loss carryforwards	$ 14.4	$ 18.1
Capitalized research and development expenses	265.0	233.4
Tax credits	79.2	71.4
Share-based compensation	22.5	27.0
Fixed and intangible assets	263.6	279.8
Accrued liabilities and reserves	87.4	91.0
Convertible debt	16.0	20.6
Total gross deferred tax assets	748.1	741.3
Less: valuation allowance	(221.9)	(264.3)
Total net deferred tax assets	526.2	477.0
Deferred tax liabilities:		
Fixed assets and acquired intangibles assets	(59.3)	(60.4)
Other	(0.3)	—
Total deferred tax liabilities	(59.6)	(60.4)
Net deferred tax assets (liabilities)	$ 466.6	$ 416.6

In 2024, we further analyzed the prior year intra-entity asset transfer of certain intellectual property between two of our wholly owned foreign subsidiaries. As a result, we reclassified the specific intellectual property from a patent to patent rights according to Irish law. This changed the applicable enacted statutory tax rate from capital gains to passive at 25%.There was no impact to the income statement as the change in rate was fully offset by a change in valuation allowance. The total ending deferred tax asset as of December 31, 2024 is $142.4 million, which remains fully offset by a valuation allowance.

We maintain a valuation allowance of $221.9 million against our California research and development tax credits, foreign tax credits, and certain foreign intangible assets. During the year ended December 31, 2024, the valuation allowance decreased by $42.4 million primarily due to the change in tax rate applied to the fair value of certain intellectual property located in Ireland in connection with the intra-entity transfer of this property, partially offset by the generation of California research and development tax credits.

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)	2024	2023	2022
U.S. federal statutory tax rate	$ 148.9	$ 149.2	$ 82.1
State income tax, net of federal benefit	10.2	7.8	5.4
Permanent items	10.5	(2.7)	0.6
Research and development credits	(24.6)	(28.3)	(23.3)
Foreign tax credit	(1.2)	—	—
Foreign rate differential	1.6	15.8	27.7
Stock and officers compensation	3.8	5.6	(1.2)
Collaboration agreement milestone share-based payment	(32.2)	(72.1)	(52.9)
Change in statutory tax rates	51.5	19.4	1.0
Intellectual property transfer	—	63.9	—
Other	6.7	0.3	1.3
Change in valuation allowance	(42.4)	10.0	8.9
Income taxes at effective rates	$ 132.8	$ 168.9	$ 49.6

The following table summarizes the activity related to our gross unrecognized tax benefits:

(In millions)	
Balance at January 1, 2022	$ 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
Increases related to prior year tax positions	0.1
Increases related to current year tax positions	6.7
Balance at December 31, 2024	$ 66.2

Of the total unrecognized tax benefits at December 31, 2024, 2023, and 2022, $40.7 million, $37.0 million and $32.5 million, respectively, would affect our annual effective tax rate if recognized. The indirect effect of the unrecognized tax benefits that, if recognized, would affect our annual effective tax rate is not material for all years presented. Also, the amount of unrecognized tax benefits that, if recognized, would result in adjustments to other tax accounts, is not material for all years presented. Interest and penalties are classified as a component of income tax expense and are not material for all years presented. Although the timing and outcome of audit settlements are uncertain, we do not anticipate a significant change to the unrecognized 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 - 2024
United Kingdom	2021 - 2024
Malaysia	2021 - 2024
Ireland	2023 - 2024

We currently operate under a Special Corporate Income Tax Preferential rate in the Philippines, which is in effect for the next 10 years. The prior tax holiday ended in 2023. The impact of the both the tax holiday and preferential rate is immaterial for all years presented. We have been granted a tax incentive by the Malaysian Investment Development Authority (MIDA) in Malaysia, which provides for a tax holiday of up to 15 years, 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 2024, 2023, or 2022. As of December 31, 2024, 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 2024.

We have approximately $89.3 million of undistributed earnings attributable to operations in our controlled foreign corporations as of December 31, 2024. 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.

The Organization for Economic Co-operation and Development has a framework to implement a global minimum corporate tax of 15% for companies with global revenues and profits above certain thresholds (referred to as Pillar 2), with certain aspects of Pillar 2 effective January 1, 2024 and other aspects effective January 1, 2025. While it is uncertain whether the United States will enact legislation to adopt Pillar 2, certain countries in which we operate have adopted legislation, and other countries in which we operate are in the process of introducing legislation to implement Pillar 2. We have assessed the impact of Pillar 2 on our financial statements and the impact is immaterial.

In June 2024, the State of California enacted S.B. 167, which suspends the use of net operating losses (“NOLs”) for the tax period from January 1, 2024 to December 31, 2026 for net business income of $1.0 million or more, as well as limits the utilization of research and development tax credits to $5.0 million each year. The State of California also passed S.B. 175 to provide for a potential early sunset of NOLs in either 2025 or 2026 if necessary. We have analyzed the effect of both these laws on our financial statements. We are estimating $2.8 million utilization of our California research and development tax credits for tax year ending December 31, 2024, resulting in a corresponding valuation allowance release of the same amount.

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 $17.6 million, $14.9 million and $11.1 million for the twelve months ended December 31, 2024, 2023 and 2022, respectively. Our contributions for other defined contribution plans are not significant for the twelve months ended December 31, 2024, 2023 and 2022.

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 0.4 million, 0.3 million and 0.3 million shares of common stock under the 2015 ESPP during the twelve months ended December 31, 2024, 2023 and 2022, respectively. As of December 31, 2024, approximately 2.1 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, 2024, approximately 12.5 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.

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.

The following table summarizes our treasury share activity for the periods shown:

	Twelve Months Ended December 31,		
(In millions)	2024	2023	2022
Shares issued in connection with 2023 Notes conversions	—	—	(0.4)
Shares received from Note Hedge	—	12.2	0.3
Shares issued in connection with the Restated Collaboration Agreement	(1.5)	(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 under the 2024 Share Repurchase Program	10.4	—	—
Shares repurchased with 2028 Notes proceeds	—	1.6	—
Shares issued in connection with 2023 Warrants	(12.5)	—	—

2024 Share Repurchase Program

In July 2024, our Board of Directors authorized and approved a share repurchase program of up to $750.0 million of our outstanding common stock, with a repurchase period ending no later than June 30, 2025 (the "2024 Share Repurchase Program"). Repurchases of our common stock under the 2024 Share Repurchase Program were permitted to be made from time to time in the open market, in privately negotiated transactions or by other methods, including through the use of trading plans intended to qualify under Rule 10b5-1 under the Exchange Act, at our discretion, and in accordance with the limitations set forth in Rule 10b-18 promulgated under the Exchange Act and other applicable federal and state laws and regulations. The 2024 Share Repurchase Program was completed in August 2024. We repurchased 10.4 million shares of our common stock for $750.0 million under the 2024 Share Repurchase Program.

2023 Share Repurchase Program

In October 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. to repurchase $500.0 million of our 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, less a discount. The 2023 ASR concluded on December 14, 2023. The 2023 Share Repurchase Program was completed in December 2023.

2022 Share Repurchase Program

In July 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"). On August 1, 2022, we entered into an accelerated share repurchase agreement ("2022 ASR") with JPMorgan Chase Bank, National Association to repurchase up to $700.0 million of our common stock on an accelerated basis. 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, less a discount. The 2022 ASR concluded on September 1, 2022. The 2022 Share Repurchase Program and the remaining authorization of $142.3 million expired on June 30, 2023.

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.

Other Treasury Share Activity

During the twelve months ended December 31, 2024, we issued 12.5 million treasury shares to settle the 2023 Warrants. See Note 5 *"Debt—Senior Convertible Notes"* to the consolidated financial statements for more information.

During the twelve months ended December 31, 2024, we issued 1.5 million treasury shares in connection with our achievement of the second sales-based milestone under the Restated Collaboration Agreement. See Note 2 *"Development and Other Agreements—Collaboration with Verily Life Sciences"* to the consolidated financial statements for more information.

Equity Award Activity

A summary of RSU and PSU activity under the 2015 Plan for the twelve months ended December 31, 2024, 2023 and 2022 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, 2021	16.8	3.0	$ 76.88	
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
Granted	(1.7)	1.7	131.17	
Vested	—	(1.3)	102.09	
Forfeited	0.3	(0.3)	115.59	
Balance at December 31, 2024	12.5	3.0	$ 121.17	$ 234.1

The total vest-date fair value of RSUs and PSUs that vested during the twelve months ended December 31, 2024, 2023 and 2022 was $174.5 million, $157.8 million and $160.1 million, respectively. As of December 31, 2024, 2.7 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 our share-based compensation expense included in our consolidated statements of operations for the periods shown:

	Twelve Months Ended December 31,		
(In millions)	2024	2023	2022
Cost of sales	$ 14.4	$ 14.6	$ 11.1
Research and development	52.2	45.5	42.7
Selling, general and administrative	103.8	90.7	72.7
Total share-based compensation expense	$ 170.4	$ 150.8	$ 126.5
Total tax benefit related to share-based compensation expense	$ 43.8	$ 40.0	$ 43.2

As of December 31, 2024, unrecognized estimated compensation costs related to RSUs and PSUs totaled $203.8 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,		
	2024	2023	2022
Risk free interest rate	4.80% - 5.27%	5.20% - 5.47%	0.60% - 3.34%
Dividend yield	— %	— %	— %
Expected volatility of Dexcom common stock	42% - 85%	34% - 48%	45% - 55%
Expected life (in years)	0.5	0.5	0.5

10. Business Segment and Geographic Information

We manage our business on a global consolidated basis within one reportable segment, which is consistent with how our chief operating decision maker (CODM), our President and Chief Executive Officer, reviews our business, makes investment and resource allocation decisions, and assesses operating performance. The majority of our revenue is generated in the United States. The CGM segment derives revenues from the sale of disposable sensors and our Reusable Hardware.

The measures of segment profit or loss that are most consistent with U.S. GAAP used by the CODM to assess performance and allocate resources are operating income and net income. Our CODM also reviews total assets, as reported on our consolidated balance sheets, and purchases of property and equipment, as reported on our consolidated statements of cash flows.

Our CODM uses operating income and net income to evaluate income generated from segment assets (return on assets) in deciding whether to reinvest profits into the Company, acquire companies, or invest in other companies. Operating income is also used to monitor budget versus actual results.

The following table sets forth our segment information for revenue, measures of segment profit or loss, and significant expenses:

	Twelve Months Ended December 31,		
(In millions)	2024	2023	2022
Revenue	$ 4,033.0	$ 3,622.3	$ 2,909.8
Less:			
Cost of sales [1]	1,594.8	1,333.4	1,026.7
Payroll related expenses	767.1	726.9	621.1
Stock-based compensation expense	156.0	136.2	115.4
Marketing expense	298.7	264.6	228.3
Travel related expenses	64.8	55.3	37.6
Supply expenses and clinical trials	64.5	46.5	50.3
Consulting & professional fees	227.8	222.2	196.4
Equipment, office & facility expenses	83.8	84.7	80.3
IT software and data	130.6	106.6	86.5
Depreciation and amortization	39.9	41.9	46.7
Other segment items [2]	5.0	6.3	29.3
Operating income	600.0	597.7	391.2
Other income (expense), net	109.0	112.7	(0.4)
Income before income taxes	709.0	710.4	390.8
Income tax expense	132.8	168.9	49.6
Net income	$ 576.2	$ 541.5	$ 341.2

[1] Includes amounts stated in other significant expense captions.

[2] Other segment items are primarily composed of impairment of assets and bad debt expense.

	Twelve Months Ended December 31,		
(In millions)	2024	2023	2022
Other segment disclosures			
Depreciation and amortization [1]	$ 217.7	$ 186.0	$ 155.9
Expenditures for long-lived assets	$ 358.8	$ 236.6	$ 364.8
Significant noncash items other than depreciation and amortization expense:			
Deferred income taxes	$ 43.8	$ 55.0	$ 21.6

[1] Includes depreciation and amortization recorded in both cost of sales and operating expenses.

See Note 4 “*Balance Sheet Details and Other Financial Information—Other Income (Expense), Net*” to the consolidated financial statements in Part II, Item 8 of this Annual Report on Form 10-K for information about our interest income and interest expense.

See Note 9 “*Employee Benefit Plans and Stockholders’ Equity—Share-Based Compensation*” to the consolidated financial statements in Part II, Item 8 of this Annual Report on Form 10-K for information about our share-based compensation expense.

Disaggregation of Revenue

We disaggregate revenue by major sales channel and by geographic region. 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.

See Note 1 “*Organization and Significant Accounting Policies—Concentration of Credit Risk and Significant Customers*” to the consolidated financial statements in Part II, Item 8 of this Annual Report on Form 10-K for information about our major customers that represent 10% or more of our total revenue.

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, 2024, 2023 and 2022:

	Twelve Months Ended December 31,					
	2024		2023		2022	
(In millions)	Amount	% of Total	Amount	% of Total	Amount	% of Total
Distributor	$ 3,430.1	85 %	$ 3,095.6	85 %	$ 2,470.8	85 %
Direct	602.9	15 %	526.7	15 %	439.0	15 %
Total revenue	$ 4,033.0	100 %	$ 3,622.3	100 %	$ 2,909.8	100 %

Revenue by Geographic Region

During the twelve months ended December 31, 2024, 2023 and 2022, 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,					
	2024		2023		2022	
(In millions)	Amount	% of Total	Amount	% of Total	Amount	% of Total
United States	$ 2,889.8	72 %	$ 2,625.3	72 %	$ 2,142.0	74 %
International	1,143.2	28 %	997.0	28 %	767.8	26 %
Total revenue	$ 4,033.0	100 %	$ 3,622.3	100 %	$ 2,909.8	100 %

Long-Lived Assets by Geographic Region

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)	2024	2023
United States	$ 464.6	$ 544.1
Malaysia	632.1	515.4
Other countries [1]	306.0	125.0
Total long-lived assets	$ 1,402.7	$ 1,184.5

[1] No other individual country represented more than 10% of long-lived assets for the periods presented, except for Ireland with $185.7 million of long-lived assets at December 31, 2024.

DexCom, Inc.
SCHEDULE II – VALUATION AND QUALIFYING ACCOUNTS
(In millions)

	Twelve Months Ended December 31,		
Allowance for doubtful accounts	**2024**	**2023**	**2022**
Beginning Balance	$ 9.3	$ 7.3	$ 5.4
Provision for doubtful accounts	(0.1)	2.0	2.4
Write-offs and adjustments	—	—	(0.5)
Recoveries	—	—	—
Ending Balance	$ 9.2	$ 9.3	$ 7.3

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, 2024, 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 our 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 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 owed by, or other wrongdoing by, any of our directors, officers, stockholders, employees or agents to us or our stockholders, any action asserting a claim against us or any of our directors, officers, stockholders, employees or agents arising pursuant to the DGCL, our restated certificate of incorporation, or our restated bylaws or as to which the DGCL confers jurisdiction on the Court of Chancery of the State of Delaware, any action to interpret, apply, enforce or determine the validity of our restated certificate of incorporation, or our restated bylaws, or any action asserting a claim against us or any of our directors, officers, stockholders, employees or agents 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 restated bylaws further provide that the federal district courts of the United States of America will be the exclusive forum for resolving any complaint 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. Among other requirements, in connection with director nominations by stockholders, our restated bylaws require: (i) timely providing information regarding the stockholder making the director nomination(s), their affiliates and the director nominee(s), including that such information is to be updated as of the record date for the applicable meeting; (ii) that any notice of director nomination be accompanied by written questionnaires required of our directors completed and signed by any proposed director nominee(s); and (iii) limiting the number of nominees a stockholder may nominate for election at a meeting to the number of directors to be elected at such meeting. 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.

Exhibit 10.15

SEVERANCE AGREEMENT AND GENERAL RELEASE

RECITALS

This Severance Agreement and General Release ("Agreement") is made by and between Teri Lawver ("Executive") and Dexcom, Inc., its subsidiaries, affiliates, successors, and assigns ("Company" or "Employer") (collectively, the "Parties"):

WHEREAS, Executive is currently employed by Company as Executive Vice President, Chief Commercial Officer; and

WHEREAS, Executive's employment will end on December 31, 2024 (the "Termination Date"); and

WHEREAS, capitalized terms not defined herein shall have the meaning set forth in the Severance & CIC Plan; and

WHEREAS, the Parties wish to conclude their relationship amicably and resolve any and all disputes, claims, complaints, grievances, charges, actions, petitions and demands that the Executive may have against Company, including but not limited to, any and all claims arising out of or in any way related to Executive's employment with Company or separation of employment from the Company;

NOW THEREFORE, in consideration of the promises made herein, the Parties hereby agree as follows:

1. Termination of Employment. Executive's employment will be terminated as of the Termination Date. Executive will be paid, at Executive's regular rate of pay, for all hours worked and for all accrued but unused vacation and any unreimbursed, reasonable business expenses on the Termination Date, regardless of whether Executive signs this Agreement. Executive acknowledges that these amounts are all of the amounts owed to Executive by Company through the Termination Date. As of the Termination Date, Executive is not to hold Executive out as an employee, agent, or authorized representative of Company, or to negotiate or enter into any agreements on behalf of Company, or to otherwise attempt to bind Company. Within two weeks of the public announcement of this Agreement, Executive will be transitioned from the current role of Executive Vice President, Chief Commercial Officer to Special Advisor. As Special Advisor, Executive will report to the CEO and is expected to advise and support on the Executive's transition and support various needs which may be identified by Company management in the future.

2. Separation Benefits; Consulting Agreement. Provided that Executive (a) timely executes and does not revoke this Agreement, (b) executes the Transition Consulting Services Agreement (attached as Exhibit 1) prior to Executive's Termination Date, (c) complies with the Restrictive Covenants (as defined below), to the extent permitted by applicable law, (d) timely executes and does not revoke the Service Date Release (attached as Exhibit 2), Executive will be provided with the following severance benefits to which Executive would not otherwise be entitled:

(i) Severance. An amount equivalent to seven (7) months of Executive's current base salary, for a total of $362,250.16, minus applicable withholdings, made in a single lump sum payment within thirty (30) days following the expiration of the consideration and revocation periods set forth in the Service Date Release and in any event not later than March 15th of the year following the end of the Consulting Period (as defined below);

(ii) Relocation Costs. Reimbursement for reasonable relocation costs (e.g. lease-break costs, selling car costs, moving fees) through the Company's preferred relocation vendor for up to $25,000; and

(iii) Transitional Consulting Services. On January 1, 2025, Executive will transition to a consultant pursuant to the Transition Consulting Services Agreement (Exhibit 1, the "Consulting Agreement") and provide the services pursuant to the Consulting Agreement until March 31, 2025 unless terminated earlier in accordance with the terms of the Consulting Agreement (the "Consulting Period").

(iv) Non-Disparagement. The Company agrees that it will instruct the CEO and its Section 16 Officers not to disparage the Executive during the twelve (12) month period following the Termination Date.

Executive will receive a separate notice explaining Executive's right to continuation and conversion of Executive's health benefits under the Consolidated Omnibus Reconciliation Act of 1985 ("COBRA") and/or any applicable state law. Executive understands that Executive must elect COBRA benefits and make payments directly.

Executive acknowledges and agrees that the payments and benefits set forth above fully supersede and extinguish any obligations owed by Company to Executive under any other contract or agreement Executive may have with Company.

By Executive's signature below, Executive acknowledges and agrees that the terms set forth in this Agreement include compensation and benefits to which Executive is not otherwise entitled. Furthermore, Executive acknowledges that, except as expressly set forth above, after Executive's execution of this Agreement, Executive will not be entitled to any other or further compensation, remuneration, or benefits from Company. Executive specifically acknowledges that Executive's entitlement to any of the benefits set forth in this Agreement, including but not limited to those set forth in this Section 2, are contingent upon Executive executing and not revoking or breaching this Agreement. In the event that Executive executes this Agreement and then subsequently revokes the Agreement, Executive will not be entitled to any of the benefits under this Agreement, including but not limited to those set forth in this Section 2.

3. Acknowledgement Regarding Bonus and Equity Eligibility. Executive acknowledges and agrees that Executive shall not be eligible for payment of any bonus amount with respect to the 2024 performance year or the 2025 performance year. Executive shall not be granted or eligible to receive any new or additional Company equity awards.

4. Treatment of Equity. Executive's Company equity awards, including but not limited to restricted stock units ("RSUs") and performance-based RSUs ("PSUs"), will continue to vest until Executive's last day of Service (as defined and in accordance with the terms of the 2015 Amended & Restated Equity Incentive Plan), which, for the avoidance of doubt, shall include Executive's provision of services pursuant to this Agreement and the Consulting Agreement, pursuant to the written awards agreements governing their grant. Executive's Company equity awards will cease vesting on termination of Executive's Service, and shall continue to be governed by the Company Equity Plan and the written award agreements governing their grant. Executive shall not be entitled to payment or settlement of any RSUs or PSUs which, pursuant to their terms, expire unvested on termination of Executive's Service.

5. Waiver of Payments and Benefits Under Severance & CIC Plan. Executive hereby acknowledges and agrees that neither Executive's entry into this Agreement nor Executive's termination of employment or consulting shall constitute a Qualifying Termination for purposes of the Amended and Restated Severance and Change in Control Plan ("Severance & CIC Plan"), and Executive hereby waives any right or entitlement to payments or benefits under the Severance & CIC Plan payable upon a Qualifying Termination (as defined in the Severance & CIC Plan). Further, Executive acknowledges and agrees that Executive's participation in the Severance and CIC Plan shall cease on the Effective Date, and Executive shall have no right to any payments or benefits thereunder. Executive acknowledges and agrees that notwithstanding the foregoing waiver of payments and benefits under the Severance and CIC Plan, in consideration of the payments and benefits to be provided under this Agreement, Executive shall remain subject to the covenants provided under Section 3 of the Severance and CIC Plan, as more fully addressed in Section 12 below.

6. Tax Treatment. All payments made under this Agreement will be subject to reduction to reflect taxes or other charges required to be withheld by law. Executive understands and agrees that Company is neither providing tax nor legal advice, nor is Company making representations regarding tax obligations or consequences, if any, related to this Agreement, and that Executive shall not seek any indemnification from Company in this regard. Executive understands that Executive (and not the Company) will be responsible for Executive's own tax liability that may arise as a result of this Agreement, without regard to the amount withheld or reported by the Company to applicable tax authorities, and Executive acknowledges and assumes all responsibility for the payment of any such taxes.

7. Confidential Information. Executive hereby acknowledges that, following Executive's Termination Date, Executive remains subject to Executive's obligations under the Executive's Proprietary Information and Inventions Agreement ("Confidentiality Agreement") previously executed by Executive which requires, among other provisions, the assignment of patent rights to any invention made during Executive's employment at the Company and non-disclosure of proprietary information. Executive agrees that Executive will not take, copy, use, or distribute in any form or manner documents or information that Company deems proprietary, including without limitation research and development materials, information regarding customers, clients, business partners, or prospective customers, clients, or business partners, financial information, business and strategic plans, software programs and codes, access codes, and other similar materials or information.

8. Return of Company Property. Executive agrees to return to Company any and all Company property in Executive's possession, including without limitation any computer or other electronic devices; software programs; other Company equipment, tools, records, or technical materials; information related to Company customers, clients and business contacts; marketing information; pricing information; cellular phones; personnel materials or files, handbooks, manuals, or policies; memoranda, notes, and drafts thereof; and any other documents or property (and any summaries or copies thereof), developed by Executive and/or obtained by Executive or on Executive's behalf, directly or indirectly, pursuant to Executive's employment with Company.

9. Release of Claims.

(a) Executive agrees that the foregoing consideration represents settlement in full of all outstanding obligations owed to Executive by Company. **THIS IS A GENERAL RELEASE OF ALL CLAIMS.** As consideration for the Severance Amounts and benefits being provided to Executive, Executive, on Executive's own behalf, and on behalf of Executive's respective heirs, family members, executors, administrators, attorneys, representatives, and assigns, hereby fully and forever releases Company and its legal representatives, officers, directors, fiduciaries, employees, investors, shareholders, insurers, agents, administrators, affiliates, divisions, subsidiaries, predecessor and successor corporations, and assigns, both in their individual and corporate capacities (including its current and former parent companies, subsidiaries, and other affiliated companies as well as any of their current and former insurers, directors, officers, agents, shareholders, and employees), (collectively, the "Releasees"), of and from any and all claims and causes of action, demands, duties, obligations, agreements, promises, liabilities, damages, costs, and/or fees, whether known or unknown, suspected or unsuspected, including without limitation:

(1) any and all claims relating to or arising from Executive's employment relationship with Company and the termination of that relationship, including any claims relating to Executive's election to receive benefits under the Severance & CIC Plan instead of any other plan, contract, or agreement;

(2) any and all claims relating to, or arising from, Executive's right to purchase, or actual purchase of, shares of stock of Company, including, without limitation, any claims for fraud; misrepresentation; breach of fiduciary duty; breach of duty under applicable state corporate law; and securities fraud under any state or federal law;

(3) any and all claims under the law of any jurisdiction including without limitation wrongful discharge of employment; constructive discharge from employment; termination in violation of public policy; discrimination; breach of contract, both express and implied; breach of a covenant of good faith and fair dealing, both express and implied; promissory estoppel; negligent and intentional infliction of emotional distress; negligent and intentional misrepresentation; negligent and intentional interference with contract or prospective economic advantage; unfair business practices; defamation; libel; slander; negligence; personal injury; assault; battery; invasion of privacy; false imprisonment; and conversion;

(4) any and all claims for violation of any federal, state or municipal statute, including without limitation all employment laws, including without limitation the California Fair Employment and Housing Act; the California Unruh Act; the Age Discrimination in Employment Act, as amended; Title VII of the Civil Rights Act of 1964, as amended; the Civil Rights Act of 1866; the Civil Rights Act of 1871; the Americans with Disabilities Act; the Older Workers' Benefits Protection Act; the Family Medical Leave Act; the Equal Pay Act; the Employee Retirement Income Security Act of 1974; the National Labor Relations Act; the California Constitution; the California Labor Code; the California Business & Professions Code; the California Government Code; the California Civil Code; and all other laws against discrimination or applicable to employment that may be the subject of a release under applicable law;

(5) any and all claims for violation of the federal, or any state, constitution;

(6) any and all claims arising out of any other laws and regulations relating to employment or employment discrimination;

(7) any and all claims arising out of any personnel policies, contracts of employment, any other contracts, severance pay agreements, and covenants of good faith and fair dealing;

(8) any claim for any loss, cost, damage, or expense arising out of any dispute over the non-withholding or other tax treatment of any of the proceeds received by Executive as a result of this Agreement;

(9) any claim or damage arising out of Executive's employment with or separation from Company under any common law theory or any federal, state, or local statute or ordinance not specifically referred to above;

(10) any and all claims for unpaid or withheld wages, severance, benefits, bonuses, commissions, and other compensation of any kind that Executive may have against the Releasees; and

(11) any and all claims for attorneys' fees and costs.

(b) Executive specifically agrees that this Agreement includes without limitation any and all claims that were raised, or that reasonably could have been raised, under the applicable Wage Order, Labor Code sections 201, 202, 203, 212, 226, 226.3, 226.7, 510, 512, 515, 558, 1194, and 1198, as well as claims under the Business & Professions Code sections 17200, *et seq.* and Labor Code sections 2698, *et seq.* based on alleged violations of Labor Code provisions. Executive further covenants that Executive will not seek to initiate any proceedings seeking penalties under Labor Code sections 2699, *et seq.* based upon the Labor Code provisions specified above.

(c) Executive understands and agrees that, to the fullest extent permitted by law, Executive is precluded from filing or pursuing any legal claim of any kind against any of the Releasees at any time in the future, in any federal, state, or municipal court, or other tribunal, arising out of any of the claims that Executive has waived by virtue of executing this Agreement. By Executive's signature below, Executive represents that Executive has not filed any such legal claims against any of the Releasees in any federal, state, or municipal court, or other tribunal.

(d) Nothing in this Agreement shall be construed to waive: (a) any claims that cannot be waived as a matter of law; (b) indemnification rights the Executive has from the Company; (c) any rights to vested benefits, the rights to which are governed by the terms of the applicable plan documents and agreements; and (d) any rights to continued vesting of RSUs under applicable plan documents and agreements, including this Agreement. In addition, this Agreement does not prevent Executive from filing an administrative charge against any Releasee that may not be released as a matter of law; however, Executive waives the right to receive future monetary recovery directly from the Company, including payments by the Company that result from any complaints or charges that Executive files with any governmental agency or that are filed on Executive's behalf (this waiver does not apply to any future monetary recovery Executive may receive directly from the government). This release does not waive any rights or claims that may arise after the date that Executive executed this Agreement. Nothing in this Agreement precludes Executive from communicating or cooperating in any way with any government agency including but not limited to the EEOC, NLRB, SEC, and/or similar state or local agencies.

(e) Nothing in this Agreement will affect the ability of Executive or Company to enforce rights or entitlements specifically provided for under this Agreement as set forth above, or any rights or claims that may arise after the date that Executive executed this Agreement. By Executive's signature below, Executive represents that: (a) upon Executive's receipt of the payments described in Section 2 above, Executive is not aware of any unpaid wages, vacation, bonuses, expense reimbursements, or other amounts owed to Executive by Company; (b) however, to the extent Executive is aware of any claims for unpaid wages, severance, benefits, bonuses, commissions, and other compensation of any kind, there is a bona fide dispute between the Parties regarding the fact of and amount of such claims, and Executive further agrees to release such claims and acknowledges that Executive's release is not barred or void under Labor Code section 206.5; (c) Executive has not been denied any request for leave to which Executive believes Executive was legally entitled, and Executive was not otherwise deprived of any of Executive's rights under the Family and Medical Leave Act or any similar state or local statute; and (d) Executive has not assigned or transferred, or purported to assign or transfer, to any person, entity, or individual whatsoever, any of the claims released in the foregoing general release and waiver. Company's obligations under this Agreement are contingent upon Executive's compliance with all terms and conditions provided for herein.

10. Release of Unknown Claims. For the purpose of implementing a full and complete release, Executive expressly acknowledges that the releases given in this Agreement are intended to include, without limitation, claims that Executive did not know or suspect to exist in Executive's favor at the time of the date of Executive's execution of this Agreement, regardless of whether the knowledge of such claims, or the facts upon with they might be based, would have materially affected the settlement of this matter; and that the Severance Amounts and other benefits provided under this Agreement was also for the release of those claims and contemplates the extinguishment of any such unknown claims, despite the fact that California Civil Code section 1542 may provide otherwise. Executive expressly waives any right or benefit available to Executive in any capacity under the provisions of California Civil Code section 1542, which provides as follows:

> A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

11. Age Discrimination in Employment Act. This Agreement is intended to satisfy the requirements of the Older Workers' Benefit Protection Act, 29 U.S.C. § 626(f). Executive is advised, by and through this Agreement, to consult with an attorney before executing this Agreement. Executive acknowledges, agrees and understands that:

(a) under the general release detailed above, Executive is waiving and releasing, among other claims, any rights and claims that may exist under the Age Discrimination in Employment Act ("ADEA");

(b) Executive has read and understands the terms of this Agreement;

(c) the waiver and release of claims set forth in the release above does not apply to any rights or claims that may arise under the ADEA after the date of execution of this Agreement, nor does it prohibit Executive from challenging the validity of this Agreement's waiver and release of claims under the Age Discrimination Act of 1967, as amended;

(d) the payments and other consideration that are being provided to Executive are of significant value and are in addition to what Executive otherwise would be entitled;

(e) Executive, through this Agreement, is being advised in writing to consult with an attorney before signing this Agreement;

(f) Executive has obtained and considered such legal counsel as Executive deems necessary;

(g) Executive is entering into this Agreement freely, knowingly, and voluntarily;

(h) Executive is being given a period of twenty-one (21) days within which to review and consider this Agreement before signing it, though Executive may sign earlier, and if Executive fails to sign and return this Agreement within the twenty-one (21) day consideration period, Company's offer and this Agreement will expire on its own terms;

(i) Executive may revoke acceptance of this Agreement by providing written notice to Company within seven (7) days following its execution, and any notice of revocation of this Agreement must be in writing and transmitted by hand or by e-mail to [***], with a copy to [***]; and

(j) Because of Executive's right to revoke this Agreement, this Agreement shall not become effective and enforceable until the eighth (8th) day after the return of an executed copy of this Agreement by Executive to Company (the "Effective Date").

12. Covenants. Executive hereby acknowledges that prior to and following Executive's Termination Date, Executive remains subject to Executive's obligations under the Confidentiality Agreement. Executive understands and agrees that Executive's entitlement to the compensation and benefits due under this Agreement is conditioned upon Executive's continued compliance, to the fullest extent permitted by law, with the terms and conditions of this Agreement, Section 3 of the Severance & CIC Plan, and the Confidentiality Agreement (the forgoing obligations, the "Restrictive Covenants"). Executive understands that nothing in Section 3(c) of the Severance & CIC Plan, which is incorporated herein by reference, shall apply on occasions when Executive is subpoenaed or ordered by a court or other governmental authority to testify or give evidence and must respond truthfully, nor does this provision prohibit Executive from cooperating with any government agency. Executive further agrees not to otherwise interfere with Company's business operations, including, without limitation, Company's efforts to market and sell its products for the twelve (12) month period following the end of the term of the Dexcom Consulting Agreement between the parties.

13. No Cooperation. Executive agrees that Executive will not counsel or assist any attorneys or their clients in the presentation or prosecution of any disputes, differences, grievances, claims, charges, or complaints by any third party against Company or any officer, director, employee, agent, representative, shareholder, or attorney of Company, unless under a subpoena or other court order to do so. Executive further agrees both to immediately notify Company upon receipt of any court order, subpoena, or any legal discovery device that seeks or might require the disclosure or production of the existence or terms of this Agreement, and to furnish, within three (3) business days of its receipt, a copy of such subpoena or legal discovery device to Company. Nothing in this Agreement shall be construed to prohibit Executive from reporting conduct to, providing truthful information to or participating in any investigation or proceeding conducted by any federal or state government agency or self-regulatory organization.

14. Injunctive Relief. Executive's breach of any obligation or covenant set forth in this Agreement will have a material and adverse effect upon the Company and will cause the Company irreparable harm, and damages arising from any breach may be difficult to ascertain. Consequently, in addition to all of the remedies otherwise available to the Company, including, but not limited to, the recovery of monetary damages incurred in enforcing this Agreement, the Company shall have the right to injunctive relief to restrain and enjoin any actual or threatened breach of the provisions of this Agreement. All of the Company's remedies for breach of this Agreement shall be cumulative and the pursuit of one remedy shall not be deemed to exclude any other remedies. Executive agrees and consents that the Company shall be entitled to injunctive relief; both preliminary and permanent, without bond.

15. Non-Admissibility; No Admission of Liability. Executive agrees that this Agreement shall not be admissible as evidence in any future proceeding of any kind, except in court on a claim of breach of this Agreement. The Parties understand and acknowledge that this Agreement constitutes a compromise and settlement of disputed claims. No action taken by the Parties hereto, or either of them, either previously or in connection with this Agreement shall be deemed or construed to be:

(a) an admission of the truth or falsity of any claims heretofore made; or

(b) an acknowledgment or admission by either Party of any fault or liability whatsoever to the other Party or to any third party.

16. No Knowledge of Wrongdoing. Executive represents that Executive has no knowledge of any wrongdoing involving improper or false claims against a federal or state governmental agency, or any other wrongdoing that involves Executive or other present or former Company employees.

17. Contingent Obligation. Company’s continuing obligations under this Agreement are contingent upon Executive’s compliance with all terms and conditions provided for herein.

18. Fees and Costs. The Parties shall each bear their own costs, attorneys’ fees, and other fees incurred in connection with the execution of this Agreement.

19. Section 409A. To the extent (i) any payments to which Executive becomes entitled under this Agreement, or any agreement or plan referenced herein, in connection with Executive's termination of employment with the Company constitute deferred compensation subject to Section 409A of the Internal Revenue Code of 1986, as amended (the "Code") and (ii) Executive is deemed at the time of such termination of employment to be a "specified" employee under Section 409A of the Code, then such payment or payments shall not be made or commence until the earlier of (i) the expiration of the six (6)-month period measured from the date of Executive's "separation from service" (as such term is at the time defined in regulations under Section 409A of the Code) with the Company; or (ii) the date of Executive's death following such separation from service; provided, however, that such deferral shall only be effected to the extent required to avoid adverse tax treatment to Executive, including the additional twenty percent (20%) tax for which Executive would otherwise be liable under Section 409A(a)(1)(B) of the Code in the absence of such deferral. Upon the expiration of the applicable deferral period, any payments which would have otherwise been made during that period (whether in a single sum or in installments) in the absence of this paragraph shall be paid to Executive or Executive's beneficiary in one lump sum (without interest). Except as otherwise expressly provided herein, to the extent any expense reimbursement or the provision of any in-kind benefit under this Agreement (or otherwise referenced herein) is determined to be subject to (and not exempt from) Section 409A of the Code, the amount of any such expenses eligible for reimbursement, or the provision of any in-kind benefit, in one calendar year shall not affect the expenses eligible for reimbursement or in kind benefits to be provided in any other calendar year, in no event shall any expenses be reimbursed after the last day of the calendar year following the calendar year in which Executive incurred such expenses, and in no event shall any right to reimbursement or the provision of any in-kind benefit be subject to liquidation or exchange for another benefit. To the extent that any provision of this Agreement is ambiguous as to its exemption or compliance with Section 409A, the provision will be read in such a manner so that all payments hereunder are exempt from Section 409A to the maximum permissible extent, and for any payments where such construction is not tenable, that those payments comply with Section 409A to the maximum permissible extent. To the extent any payment under this 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 Agreement (or referenced in this Agreement), and each installment thereof, are intended to constitute separate payments for purposes of Section 1.409A-2(b)(2) of the regulations under Section 409A. Any termination of Executive's employment is intended to constitute a separation from service and will be determined consistent with the rules relating to a "separation from service" as such term is defined in Treasury Regulation Section 1.409A-1.

20. No Representations. The Parties represent that they each have had the opportunity to consult with an attorney, at their own expense, and have carefully read and understand the scope and effect of the provisions of this Agreement. Neither Party has relied upon any representations or statements made by the other Party hereto which are not specifically set forth in this Agreement.

21. Severability. In the event that any provision in this Agreement becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable, or void, this Agreement shall continue in full force and effect without said provision so long as the remaining provisions remain intelligible and continue to reflect the original intent of the Parties.

22. Entire Agreement. Executive acknowledges that this Agreement, including the Transition Consulting Services Agreement and Service Date Release, is a full and accurate embodiment of the understanding between Executive and Company, and that it supersedes any prior agreements or understandings made by the Parties, except (i) any confidentiality, non-disclosure, trade secret, assignment of inventions, and other intellectual property provisions to which Executive's employment was subject, including specifically the Confidentiality Agreement, which will remain in effect subsequent to the execution of this Agreement and (ii) the Severance & CIC Plan will remain in effect with respect to Section 3 (Covenants) and Section 6 (Golden Parachute Taxes) thereof, which are hereby incorporated by reference herein. The terms of this Agreement may not be modified, except by mutual consent of the Parties. Any and all modifications must be reduced to writing and signed by the Parties to be effective.

23. Company's Successors. The Company shall require any successor (whether direct or indirect and whether by purchase, merger, consolidation, liquidation or otherwise) to all or substantially all of the Company's business and/or assets, by an agreement in substance and form satisfactory to the Executive, to assume this Agreement and to agree expressly to perform this Agreement in the same manner and to the same extent as the Company would be required to perform it in the absence of a succession.

24. Governing Law and Venue. This Agreement shall be deemed to have been executed and delivered within the State of California, and it shall be construed, interpreted, governed, and enforced in accordance with the laws of the State of California, without regard to choice of law principles. In the event of any dispute in connection with this Agreement, the venue in which said dispute will be resolved will be in Princeton, New Jersey. The prevailing party to any action for breach of this Agreement shall be entitled to its reasonable attorneys' fees and costs.

25. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

26. Good Faith Compliance. The Parties agree to cooperate in good faith and to do all things necessary to effectuate this Agreement.

27. Voluntary Execution of Agreement. This Agreement is executed voluntarily and without any duress or undue influence on the part or behalf of the Parties hereto, with the full intent of releasing all claims.

THE PARTIES TO THIS AGREEMENT HAVE READ THE FOREGOING AGREEMENT AND FULLY UNDERSTAND EACH AND EVERY PROVISION CONTAINED HEREIN. WHEREFORE, THE PARTIES HAVE EXECUTED THIS AGREEMENT ON THE DATES SHOWN BELOW.

Dated: 10/22/2024

/s/ Sadie Stern

For: Dexcom, Inc.

By: Sadie Stern

Its: Chief Human Resources Officer

Dated: 10/21/2024

By: /s/ Teri Lawver

Teri Lawver

EXHIBIT 1

Transition Consulting Services Agreement

DEXCOM, INC.
CONSULTING AGREEMENT

This Consulting Agreement (this "***Agreement***") is entered into by and between DexCom, Inc. (the "***Company***") and Teri Lawver ("***Executive***"), effective as of January 1, 2025 (the "***Effective Date***"). Pursuant to this Agreement, on January 1, 2025, the Executive will first start providing consulting services to the Company. This Agreement serves as the Consulting Agreement referenced in, and attached to, the Severance Agreement and General Release between Executive and the Company dated on or about October 21, 2024 (the "***Separation Agreement***"). In exchange for Executive's execution of this Agreement, Executive will be eligible to receive certain benefits, subject to the terms and conditions of this Agreement. Defined terms used, but not defined, in this Agreement shall have the meaning ascribed in the Separation Agreement.

1. Consulting Services. Executive agrees to be available to the Company's Chief Executive Officer and Company management for consultations by telephone, email or in person, to provide advice and transitional services (the "***Consulting Services***"). The Company shall reimburse Executive for all required and pre-approved travel expenses. The effectiveness of this Agreement is contingent upon Executive's execution and compliance with the terms and conditions of the Separation Agreement.

2. Compensation. Executive shall receive a fee based on a rate of $51,750.02 per month. Any partial month will be paid on a pro rata basis. However, Executive will be eligible to continue to vest in Executive's Company equity awards pursuant to Section 2 of the Separation Agreement.

3. Independent Contractor. Executive's relationship with the Company will be that of an independent contractor, and Executive will not be an agent, employee or representative of the Company. Executive understands that Executive will have no authority to enter into contracts or create obligations on behalf of the Company. Accordingly, Executive acknowledges that Executive will not be eligible for any employee benefits. Executive understands that Executive (and not the Company) will be responsible for Executive's own tax liability that may arise as a result of this Agreement, without regard to the amount withheld or reported by the Company to applicable tax authorities, and Executive acknowledges and assumes all responsibility for the payment of any such taxes.

4. Continuing Obligations. Executive remains bound by Executive's obligations under the Separation Agreement, including the Restrictive Covenants, and agrees to comply with all such obligations while Executive provides Consulting Services and thereafter pursuant to the terms of thereof.

5. Company Policies. Executive hereby acknowledges and agrees to comply with all applicable Company policies, including, but not limited to, the clawback policies and conflict of interest policies during the period Executive provides the Consulting Services to the Company.

6. Consulting Period and Termination.

a. Consulting Period. This Agreement and the Consulting Services will continue until March 31, 2025, at which time it will automatically expire, unless terminated earlier in accordance with this Agreement (the "***Consulting Period***"). The provisions of this Agreement shall survive the termination of Executive's services for any reason to the extent necessary to enable the parties to enforce their respective rights under this Agreement.

b. Termination. The Company may terminate this Agreement immediately without notice for Cause (as defined in the Company's Severance & CIC Plan) or upon Executive's material breach of any provision of this Agreement or the Separation Agreement. Executive may terminate this Agreement for any reason upon ten (10) days written notice. The parties may otherwise terminate this Agreement only by mutual agreement set forth in writing signed by both parties. If the Company terminates this Agreement for Cause or Executive terminates this Agreement for any reason prior to the final day of the Consulting Period, Executive will no longer be eligible to receive the benefits pursuant to Section 2 of the Separation Agreement or as set forth herein. Executive's Consulting Services will be deemed terminated concurrently with any termination of this Agreement.

7. Governing Law; Severability; Integration. The terms contained in this Agreement shall be governed by and construed in accordance with the laws of the State of California, without giving effect to that body of laws pertaining to conflict of laws, and can be amended only in writing and by joint agreement of both Executive and the Company. If any provision of this Agreement is determined by any court or arbitrator of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such provision will be enforced to the maximum extent possible given the intent of the parties hereto. If such provision cannot be so enforced, such provision shall be stricken from this Agreement and the remainder of this Agreement shall be enforced as if such invalid, illegal or unenforceable provision had (to the extent not enforceable) never been contained in this Agreement. This Agreement and the Separation Agreement constitute the complete and exclusive understanding and agreement of Executive and the Company and supersedes all prior understanding and agreements, whether written or oral, with respect to the subject matter hereof. This Agreement may be executed in two or more counterparts, including by electronic signature transmission, with the same force and effect as if each of the signatories had executed the same instrument.

8. Arbitration. To ensure rapid and economical resolution of any and all disputes that might arise in connection with this Agreement, Executive and the Company agree that any and all disputes, claims, and causes of action, in law or equity, arising from or relating to this Agreement or its enforcement, performance, breach, or interpretation, will be resolved solely and exclusively by final, binding, and confidential arbitration, by a single arbitrator, in Princeton, New Jersey and conducted by the American Arbitration Association under its then-existing employment rules and procedures. Nothing in this section, however, is intended to prevent either party from obtaining injunctive relief in court to prevent irreparable harm pending the conclusion of any such arbitration. The prevailing party to any arbitration or litigation hereunder shall be entitled to all reasonable attorneys' fees and costs, including without limitation any arbitration costs.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

DEXCOM, INC.

By: /s/ Sadie Stern

Name: Sadie Stern

Title: EVP, Chief Human Resources Officer

Read, Acknowledged and Agreed:

EXECUTIVE:

/s/ Teri Lawver

Teri Lawver

[*Signature Page to Consulting Agreement*]

Exhibit 2

SERVICE DATE RELEASE
(To be signed on or after March 31, 2025)

The undersigned Executive ("***you***" or "***Executive***") and DexCom, Inc. ("***DexCom***") have entered into an Agreement dated October 21, 2024 ("***Agreement***") regarding the release of claims by Executive in connection with the termination of Executive's employment by DexCom. Capitalized terms used in this Service Date Release that are not defined in this document are defined elsewhere in the Agreement. Pursuant to Section 2 of the Agreement, Executive hereby represents, warrants and agrees as follows as of the date Executive returns this Service Date Release to DexCom:

1. The Agreement is binding upon the parties and enforceable according to its terms. Executive has fully complied with the Agreement and is not aware of any breach of the Agreement. Executive confirms, acknowledges and agrees that each representation and warranty of Executive set forth in the Agreement is true and correct as of the date Executive executes this Service Date Release. Executive acknowledges confirms, acknowledges and agrees to continue to abide by each representation and warranty of Executive set forth in the Agreement, including, without limitation, the obligations set forth in Sections 9 and 10.

2. Executive's employment with DexCom was terminated on the December 31, 2024 and Executive's Transition Services Consulting Agreement was terminated on March 31, 2025, and Executive shall be owed no payments by DexCom except as set forth in the Agreement.

3. You, on behalf of yourself and your spouse, successors, heirs, and assigns, hereby forever irrevocably release and discharge DexCom and its affiliates, and subsidiaries, and the officers, shareholders, employees, directors, contractors, attorneys, and agents of each of them, and the successors, heirs and assigns of all of the foregoing (collectively "Releasees"), from all claims, demands, complaints, rights, actions, defenses, counterclaims, proceedings, liability, damages, losses, expenses and other amounts and remedies that you have ever had, have now or may in the future have, of any kind whatsoever that can be released ("Claims"), whether known or not known, and whether or not matured or liquidated, including, without limitation, and by way of example only, claims under any employment laws, including, but not limited to, claims of unlawful discharge, breach of contract, breach of the covenant of good faith and fair dealing, fraud, violation of public policy, defamation, personal injury, emotional distress, claims for additional compensation or benefits arising out of your employment or your separation of employment, claims under Title VII of the 1964 Civil Rights Act, as amended, the Civil Rights Act of 1866, the Civil Rights Act of 1871, the Fair Labor Standards Act, the Americans with Disabilities Act, the Family Medical Leave Act, the Equal Pay Act, the Employee Retirement Income Security Act of 1974, the National Labor Relations Act, the Genetic Information Nondiscrimination Act (GINA), the Immigration Reform and Control Act (IRCA), the Arizona Wage Act, the Arizona Equal Pay Act, the Arizona Employment Protection Act, the Arizona Civil Rights Act, the Arizona Occupational Health and Safety Act, the Arizona Right to Work Act, the Arizona Drug Testing of Employees Act, the Arizona Medical Marijuana Act, the Arizona criminal code, the Florida Civil Rights Act, the Florida Whistleblower Protection Act, the Florida Workers' Compensation Law Retaliation provision, the Florida Wage Discrimination Law, the Florida Minimum Wage Act, the Florida Equal Pay Law, the Florida AIDS Act, the Florida Discrimination on the Basis of Sickle Cell Trait Law, the Florida OSHA, the Florida Constitution, the Florida Fair Housing Act, Miami-Dade County Code, Chapter 11A, Broward County Human Rights Act, Palm Beach County Code, Article VI, the Oregon Family Leave Act, Chapter 659A of the Oregon Revised Statutes (including without limitation the Oregon Whistleblower Law, Oregon's Unlawful Discrimination Against Injured Workers Law, Oregon's Unlawful Discrimination for Service in Uniformed Service Law, Oregon's Leave of Absence for State Service Law, Oregon's Military Family Leave Act, Oregon's Unlawful Discrimination Against Persons with Disabilities Law, Oregon's Initiating or Aiding Administrative, Criminal or Civil Proceeding Law), the Virginia Human Rights Act (VHRA), the Virginians with Disabilities Act (VDA), the Virginia Equal Pay law, the Virginia Genetic Testing Law, the Virginia Occupational Safety and Health Act (VOSH), the Virginia Fraud Against Taxpayers Act, the Virginia Minimum Wage Act, the Virginia Payment of Wage Law, the Virginia Fraud and Abuse Whistleblower Protection Act, and the Virginia Right-to-Work Law, the California Fair Employment and Housing Act, the California Unruh Act, the California Constitution, the California Labor Code, the California Business & Professions Code, the California Government Code, the California Civil Code and any other laws and/or regulations relating to employment or employment discrimination, including, without limitation, claims based on age or under

the Age Discrimination in Employment Act or Older Workers Benefit Protection Act, and any claims relating to or arising from any equity in or rights relating to equity in DexCom. You covenant and agree not to sue or otherwise institute or cause to be instituted, or assist any other person or entity in instituting or causing to be instituted any Claims against any Releasee except as set forth below, and except for your compliance with a valid court order or subpoena, provided that you give DexCom reasonable advance written notice of such court order or subpoena and cooperate with DexCom's efforts to quash or otherwise terminate or limit such court order or subpoena.

This general release, discharge and waiver of claims excludes, and you do not waive, release, or discharge: (a) any right to file an administrative charge or complaint with the Equal Employment Opportunity Commission, or other similar federal or state administrative agencies, although you waive any right to monetary relief related to such a charge or administrative complaint; and (b) any other claims which cannot be waived by law; (c) indemnification rights you have from DexCom; and (d) any rights to vested benefits, such as vested RSUs and 401(k) plan benefits, the rights to which are governed by the terms of the applicable plan documents and agreements.

By signing below, you represent and warrant that you have not been denied any request for leave to which you believe you were legally entitled, and you were not otherwise deprived of any of your rights under the Family and Medical Leave Act or any similar state or local statute; and you have not assigned or transferred, or purported to assign or transfer, to any person, entity, or individual whatsoever, any of the claims released in the foregoing general release and waiver.

By signing below, you expressly waive all rights afforded to you by Section 1542 of the Civil Code of the State of California, which provides as follows:

> "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT IF KNOWN BY HIM OR HER WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

You represent and agree that you are fully informed of your rights under Section 1542 and knowingly and intentionally waive such rights. The release in this Section is final and irrevocable, and an independent covenant binding notwithstanding any breach of this Agreement by DexCom.

4. ADEA Waiver / Review of Terms of Agreement. By your signature below, you acknowledge, agree and understand that:

a. Under the general release detailed above, you are waiving and releasing, among other claims, any rights and claims that may exist under the Age Discrimination in Employment Act ("ADEA"); the waiver and release of claims set forth in the release above does not apply to any rights or claims that may arise under the ADEA after the date of execution of this Agreement; the payments and other consideration that are being provided to you are of significant value and are in addition to what you otherwise would be entitled; you have been advised to consult with your own attorney concerning the terms of this Agreement.

b. You acknowledge that you have been given twenty-one (21) days to consider this Agreement and, by signing below, affirm that you were advised to consult with an attorney prior to signing this Agreement.

c. You also understand you may revoke this Agreement within seven (7) days of signing below. Revocation must be made by must be in writing and transmitted by hand or by e-mail to [***] and [***], and which must be received by DexCom no later than the close of business on the seventh (7th) calendar day after execution (or the next business day thereafter, if the seventh (7th) calendar day is not a business day).

EXECUTIVE:

Signature: _____ Date: _____

Exhibit 10.16

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.

CONFIDENTIAL SETTLEMENT AND PATENT LICENSE AGREEMENT

This CONFIDENTIAL SETTLEMENT AND PATENT LICENSE AGREEMENT (the "Agreement") is made and entered as of December 20, 2024 (the "Effective Date") by and between Abbott Diabetes Care Inc., a Delaware corporation having a principal place of business at 1420 Harbor Bay Parkway, Alameda CA 94502 ("ADC"), and DexCom, Inc., a Delaware corporation, having a principal place of business at 6340 Sequence Drive, San Diego, CA 92121 ("DexCom"). ADC and DexCom are each individually referred to herein as a "Party," and collectively as the "Parties." Each Party and its Affiliates are also referred to herein, collectively, as a "Covered Party."

RECITALS

WHEREAS, ADC and its Affiliates have asserted certain patents against DexCom and its Affiliates, as set forth in **Exhibit A**, and DexCom and its Affiliates have asserted certain patents against ADC and its Affiliates, as set forth in **Exhibit B** (collectively, the "Asserted Patents");

WHEREAS, ADC, DexCom, and their respective Affiliates, have filed various lawsuits, administrative challenges, and other proceedings against each other, as set forth in **Exhibits C.1** and **C.2** (collectively, and including the Pending Patent Challenges, the "Proceedings");

WHEREAS, ADC and DexCom previously entered into a Settlement and License Agreement dated July 2, 2014 (the "2014 Agreement");

WHEREAS, each Covered Party denies that it has ever infringed the Asserted Patents, contests the validity and enforceability of the Asserted Patents, has filed counterclaims and defenses alleging noninfringement, invalidity and unenforceability, and has filed administrative challenges alleging the invalidity and unpatentability of the Asserted Patents;

WHEREAS, this Agreement is intended to end the Covered Parties' global legal disputes related to Covered Products and, by granting each other licenses in respect of all patents relating to the Covered Products, is intended to give the Covered Parties the opportunity to use the technologies and thereby promote competition;

WHEREAS, the Parties acknowledge that this Agreement should not be admissible in any future patent proceedings to which any Covered Party is a party as evidence of a reasonable royalty or other comparison, even if such other proceeding involves any Patents with similar technology; and

WHEREAS, to avoid the time and expense of the Proceedings, and without any admission of liability or fault, the Parties desire to enter into a full, final, complete, and global settlement of the Proceedings on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing and mutual covenants in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE I

DEFINITIONS

As used in this Agreement, the following terms shall have the following meanings:

1.1 [***]

1.2 "ADC Covered Product" means a Covered Product of ADC and its Affiliates.

1.3 "ADC Covered Sensor Product" means a Covered Sensor Product of ADC and its Affiliates.

1.4 "Affiliate" means any Entity that now or hereafter, directly, or indirectly through one or more intermediaries, Controls, is Controlled by, or is under common Control with a Covered Party, but only for so long as such Control exists.

1.5 "After-Acquired Affiliate" has the meaning set forth in Section 8.4.

1.6 "AID" means automatic insulin delivery.

1.7 "AID Software" means insulin delivery software that determines an insulin dose and/or instructs an insulin pump or insulin pen to administer the determined insulin dose on an automatic basis.

1.8 "AID System" means the combination of either an insulin pump or an insulin pen with AID Software.

1.9 "Change of Control" means, as to a Party or other Entity, (a) a transaction or series of transactions that results in the sale, exchange, transfer or other disposition of all or substantially all of the Party's or other Entity's assets that are subject to this Agreement; (b) a merger or consolidation in which (i) the Party or other Entity is not the surviving Entity or (ii) the Party or other Entity is the surviving Entity, where in either case (whether (i) or (ii) of this (b)) the Entities who Controlled such Party or other Entity immediately before the consummation of such merger or consolidation do not, immediately after consummation of such merger or consolidation, Control such Party or other Entity; or (c) a transaction or series of transactions (which may include without limitation a tender offer for the Party's or other Entity's stock or the issuance, sale, or exchange of stock of such Party or other Entity if the Entities who Controlled such Party or other Entity immediately before the initial such transaction do not, immediately after consummation of such transaction or any of such series of transactions, Control such Party or other Entity; provided, however, notwithstanding anything to the contrary in this Agreement, neither (i) the issuance of securities by a Party or other Entity through a public offering, nor (ii) the transfer of ownership or Control in a Party or other Entity to one or more of its Affiliates, shall, in either case (whether (i) or (ii) of this (c)) constitute a Change of Control. A Change of Control of a Party's or Entity's Controlling parent constitutes a "Change of Control" of such Party or Entity. "Change of Control," as to a Party or other Entity, includes any Change of Control that results from a bankruptcy proceeding involving such Party or Entity.

1.10 "Claims" means any and all claims, defenses, demands, causes of action, suits, choses in action, controversies, actions, judgments, liens, indebtednesses, damages, losses, attorney's fees, expert's fees, expenses, liabilities, and proceedings of whatever kind and character, whether known or unknown, asserted or unasserted.

1.11 "CNS Period" means the ten-year (10-year) period commencing on the Effective Date.

1.12 "Control" or "Controlled" when referring to an Entity means having the power, direct or indirect, to direct or cause the direction of the management and policies of an Entity whether by ownership, contract, or otherwise. For the avoidance of doubt, ownership of more than fifty percent (50%) of the voting securities of the subject Entity shall constitute "Control."

1.13 "Control" or "Controlled" when referring to a Patent, Trade Dress or Design Right means that a Covered Party has the right to grant a sublicense or covenant with respect to such Patent, Trade Dress or Design Right as set forth in this Agreement, without violating any of the applicable terms of the relevant in-license, and provided further that such sublicensing does not impose any additional obligations (including payment of royalties or other amounts) or restrictions on such Covered Party.

1.14 "Covered Party" means each Party and its Affiliates.

1.15 "Covered Products" means, as to a Covered Party, any [***] manufactured by or on behalf of or sold by or on behalf of such Covered Party that [***] (any such sensor product, a "Covered Sensor Product") as well as [***], but excluding any Excluded Products, Knock-off Products and Knock-off Element Products. Covered Products, as to a Covered Party, also includes any [***], and any future generations of such products. For DexCom, Covered Products include but are not limited to the [***].

1.16 "Design Rights" means registered or unregistered rights under the law of any jurisdiction, worldwide, in and to any and all aspects of the original appearance of a product, including its shape, design, configuration, color, texture, materials, packaging, ornamentation, and surface decoration. For purposes of this Agreement, Design Rights do not include trademarks, tradenames, service marks, logos or corporate names, or rights therein.

1.17 "Entity" means a person, trust, corporation, partnership, joint venture, limited liability company, association, unincorporated organization or other legal or governmental entity.

1.18 "Excluded Products" means (i) any Excluded [***] Products or (ii) any [***] products of [***] or its Affiliates that have a [***] product.

1.19 "Excluded [***] Products" means any [***] products of a [***] that are [***] of a Covered Party for [***] as a [***] for [***], which products are [***] of [***] and may be sold by the Covered Party only to [***]. For clarity, in no event will any customization of a Covered Party's Covered Product (including for purposes of interoperability between a Covered Product and a Third Party's product or to meet [***] requirements (*e.g.*, [***])) be deemed to render such Covered Product an Excluded [***] Product.

1.20 "Knock-off Products" means any [***] products of [***] that are [***] by the applicable [***] as of [***] by a Covered Party, which products are [***] of any of the non-acquiring Party's then in [***] Covered Sensor Products [***].

1.21 "Knock-off Element Products" [***].

1.22 "Licensed Patents" means all Patents owned or Controlled by a Covered Party at any time during the term of this Agreement (a) that have been or are asserted as of the Effective Date in any Proceeding between the Covered Parties (including the Asserted Patents); or (b) that (i) cover any Covered Products or [***] thereof, or would be infringed by such [***] absent the licenses set forth in this Agreement and (ii) claim, have claimed, or are otherwise entitled to, priority from [***] in the world as of the Effective Date by such Covered Party and its Affiliates in existence as of the Effective Date; or (c) that claim, have claimed, or are otherwise entitled to, priority from [***] in the world as of the Effective Date and that were as of the Effective Date [***] (i) ADC or its Subsidiaries as of the Effective Date or (ii) DexCom or its Subsidiaries as of the Effective Date; and (d) any Related Patents of the Patents described in the foregoing (a)-(c). A "Related Patent" means any Patent that is a continuation, division, continuation in part, reissue, utility model, design patent, reissue from a reexamination, or the like, of a Licensed Patent or that otherwise claims, has claimed, or is otherwise entitled to priority from a Licensed Patent or any application from which a Licensed Patent also claims priority. Notwithstanding the foregoing, "Licensed Patents" excludes Patents [***] except to the extent such Patents are Related Patents. This definition of "Licensed Patents" and "Related Patent" does not disclaim or limit any implied licenses.

1.23 [***]

1.24 [***]

1.25 "Pending Patent Challenges" means the Patent challenges that are pending between the Covered Parties, as set forth in **Exhibits C.1** and **C.2**.

1.26 "Patents" means (i) all classes or types of patents in any country or jurisdiction, including utility patents, utility models, design patents, invention certificates, reexamination certificates, and reissue patents; (ii) all applications for all classes and types of patents in any country or jurisdiction, including provisional applications, nonprovisional applications, continuations, divisionals, and continuations-in-part; and (iii) all rights to inventions for which applications may be filed in any country or jurisdiction.

1.27 "Subsidiary" means any Entity that now or hereafter, directly, or indirectly through one or more intermediaries, is Controlled by a Covered Party, but only for so long as such Control exists.

1.28 "Third Party" means an Entity other than (i) a Party to this Agreement or (ii) an Affiliate of a Party to this Agreement.

1.29 "[***] Combination" has the meaning set forth in Section 2.3.

1.30 "[***] Protections" has the meaning set forth in Section 2.4(i).

1.31 "Trade Dress" means registered or unregistered rights under the law of any jurisdiction, worldwide, in and to the overall look and feel of a product (including any packaging and its presentation in advertising and promotion) that provides an indication of its source and distinguishes it from others. For purposes of this Agreement, Trade Dress does not include trade names, brand names, logos or corporate names, or rights therein.

1.32 [***]

ARTICLE II

LICENSES

2.1 License Grants.

(i) License to Abbott. DexCom, on behalf of itself and its Affiliates, hereby grants to ADC and its Affiliates (excepting any After-Acquired Affiliates), a nonexclusive, irrevocable, perpetual, non-transferable (except as authorized in Article VIII), worldwide, fully paid-up and royalty-free license, with no right to sublicense, under the Licensed Patents, to make, have made, use, have used, sell, have sold, offer to sell, have offered for sale, import, have imported, store or keep (or have stored or have kept) for those purposes, and otherwise transfer, have transferred, dispose of, or have disposed of, Covered Products.

(ii) License to DexCom. ADC, on behalf of itself and its Affiliates, hereby grants to DexCom and its Affiliates (excepting any After-Acquired Affiliates), a nonexclusive, irrevocable, perpetual, non-transferable (except as authorized in Article VIII), worldwide, fully paid-up and royalty-free license, with no right to sublicense, under the Licensed Patents, to make, have made, use, have used, sell, have sold, offer to sell, have offered for sale, import, have imported, store or keep (or have stored or have kept) for those purposes, and otherwise transfer, have transferred, dispose of, or have disposed of, Covered Products.

2.2 [***]

2.3 [***] Combinations. To the extent any Covered Product of a Covered Party is used in combination with [***] (each, a "[***] Combination" and any of the foregoing [***] products or components in (a) or (b), a "[***]"), no Covered Party shall [***] provided that [***].

2.4 [***] Protections.

(i) Assertions Against [***] Combinations. To the extent that a Covered Party [***].

(ii) Remedies. If a Covered Party [***]. In addition, if [***] is ordered [***] Covered Product in any [***] Combination [***].

(iii) Supplier Liability. Notwithstanding anything in Sections 2.4(i) and (ii), [***].

(iv) Further Assurances. In the event that an arbitrator or court of competent jurisdiction determines that any provision of this Section 2.4 or the application thereof is unenforceable in whole or in part, in any jurisdiction anywhere in the world, the Parties agree to amend such provision as may be necessary to give effect to the intent of the Parties as set forth above.

ARTICLE III

RELEASES AND DISMISSALS

3.1 Releases

(i) Release of Abbott. DexCom, on behalf of itself and its Affiliates, fully and forever irrevocably and unconditionally releases, acquits, and discharges ADC and its Affiliates, and their predecessors, successors, assigns, directors, employees, and officers, from all Claims that were or could have been asserted as of the Effective Date, arising out of or in any way related to, in any manner or degree, (a) the Licensed Patents or the direct or indirect (including induced or contributory) infringement thereof by any Covered Products (alone or in combination with other products) as of the Effective Date, (b) the Proceedings or the facts raised in the Proceedings, and (c) the 2014 Agreement. The releases set forth in this Section 3.1(i) do not apply to any Claims arising out of or in any way related to, in any manner or degree, any breach of this Agreement.

(ii) Release of DexCom. ADC, on behalf of itself and its Affiliates, fully and forever irrevocably and unconditionally releases, acquits, and discharges DexCom and its Affiliates, and their predecessors, successors, assigns, directors, employees, and officers, from all Claims that were or could have been asserted as of the Effective Date, arising out of or in any way related to, in any manner or degree, (a) the Licensed Patents or the direct or indirect (including induced or contributory) infringement thereof by any Covered Products (alone or in combination with other products) as of the Effective Date, (b) the Proceedings or the facts raised in the Proceedings, and (c) the 2014 Agreement. The releases set forth in this Section 3.1(ii) do not apply to any Claims arising out of or in any way related to, in any manner or degree, any breach of this Agreement.

3.2 Statutory Acknowledgement. The releases set forth in Section 3.1 are full and final releases by which each Party, on behalf of itself and its Affiliates, waives all rights and benefits they may have had in the past, now have, or in the future may have in connection with the Claims released in Section 3.1 under the terms of any statute or provision of law that provides that a general release does not extend to Claims which a Party and its Affiliates do not know or suspect to exist in their favor at the time of executing this release by the Parties. The Parties and their Affiliates understand and accept the risk that they may have substantial Claims that are presently unknown, and they nevertheless release all such Claims within the scope of the foregoing releases. Specifically, each Party, on behalf of itself and its Affiliates, hereby expressly waives any rights they may have under California Civil Code Section 1542 (and any other law of similar effect in any jurisdiction), in connection with the Claims released in Section 3.1, which provides that:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

3.3 Stipulated Dismissal. Within five (5) business days after the Effective Date, the parties to the Proceedings listed in **Exhibit C.1** shall cause their respective counsel to execute and file the stipulated motion and proposed order in the form set forth in **Exhibit D**, or in such other form as required for approval by the relevant courts, for an order fully and finally dismissing the Proceedings listed in **Exhibit C.1** with prejudice. The parties to the Proceedings listed in **Exhibit C.1** shall promptly proceed with any and all additional procedures needed to dismiss with prejudice the Proceedings listed in **Exhibit C.1**. Where dismissal of a Proceeding listed in **Exhibit C.1** is only available on a "without prejudice" basis, the parties to the Proceedings listed in **Exhibit C.1** shall promptly proceed with any and all additional procedures needed to dismiss without prejudice the Proceedings listed in **Exhibit C.1**. Where dismissal of a Proceeding listed in **Exhibit C.1** is not possible, the Covered Parties and their respective counsel shall immediately cease all efforts to litigate that Proceeding.

3.4 Inter Partes Review. As of the Effective Date and through the final disposition of each Pending Patent Challenge listed in **Exhibit C.1** that is an inter partes review between the Covered Parties (each an "IPR," and collectively, the "IPRs"), to the extent permitted by law, each Covered Party agrees not to voluntarily participate or assist others in prosecution of the IPRs, provided that, for the avoidance of doubt, the foregoing shall not restrict the provision of testimony, documents, assistance or information or any other actions that such Covered Party is legally obligated or compelled to provide. Within five (5) business days after the Effective Date, the Parties shall jointly request a conference with the Patent Trial and Appeal Board of the PTO ("PTAB") seeking authorization to file a joint motion to terminate. No later than the date therefor set by the PTAB, the Parties shall cause their respective counsel to execute and file with the PTO appropriate papers requesting termination of each of the IPRs as to the Parties without the rendering of a final decision, in the form set forth in **Exhibit E**. Notwithstanding the foregoing, the Parties acknowledge that the decision as to whether to terminate the IPRs is at the discretion of the PTO, neither Party shall have any liability hereunder if, notwithstanding its compliance with this Section 3.4, the PTO does not terminate the IPRs, and the PTO's termination of the IPRs is not a condition for any of the rights or obligations under this Agreement. If the PTO does not terminate an IPR, the owner of the Patent challenged in that IPR may continue to prosecute or litigate the IPR, including any appeals, to the extent necessary to secure or uphold its challenged Patents. In this provision, "PTO" means the United States Patent and Trademark Office.

3.5 Other Pending Patent Challenges. Within five (5) business days after the Effective Date, the Covered Parties to any other Pending Patent Challenges listed in **Exhibit C.1** shall cause their respective counsel to jointly dismiss all other Pending Patent Challenges or, where dismissal is not possible, cease all efforts to challenge or invalidate claims in any Pending Patent Challenges. Notwithstanding the foregoing, the Patent owner in any Pending Patent Challenge may continue to prosecute or litigate such Proceedings, including any appeals, to the extent necessary to secure or uphold its challenged Patents, including with respect to the Pending Patent Challenges listed in **Exhibit C.2**.

3.6 Agreement Enforceability. The Parties acknowledge and agree that this Agreement is enforceable according to its terms with respect to the final dismissal with prejudice of all Claims as between the parties in the Proceedings.

3.7 Costs and Attorneys' Fees. The Parties agree that each Party shall bear its own costs and attorneys' fees relating to the Proceedings, and the dismissal thereof, and to the negotiation of this Agreement.

ARTICLE IV

COVENANTS NOT TO SUE

4.1 Covenant to Abbott. DexCom, on behalf of itself and its Affiliates, covenants and agrees that it and each of its Affiliates will not assert at any time before the expiration of the CNS Period any Claim (other than against any Excluded Product, Knock-off Product, or, Knock-off Element Product) against ADC or its Affiliates for direct or indirect (including induced or contributory) infringement of any Patent (including any Licensed Patents), Trade Dress or Design Right owned or Controlled by DexCom or its Affiliates. For clarity, this Section 4.1 is subject to Section 4.5.

4.2 Covenant to [***]. DexCom, on behalf of itself and its Affiliates, covenants and agrees that it and each of its Affiliates will not assert at any time before the expiration of the CNS Period any Claim against [***] for direct or indirect (including induced or contributory) infringement of any Patent (including any Licensed Patents), Trade Dress or Design Right owned or Controlled by DexCom or its Affiliates in connection with or relating to [***] making, having made, using, offering for sale, selling, distributing, importing, having imported, storing or keeping for those purposes, or otherwise transferring, having transferred, disposing of, or having disposed of Covered Products of ADC or its Affiliates ([***], in such capacity, an "[***]"). For clarity, this Section 4.2 is subject to Section 4.5.

4.3 Covenant to DexCom. ADC, on behalf of itself and its Affiliates, covenants and agrees that it and each of its Affiliates will not assert at any time before the expiration of the CNS Period any Claim (other than against any Excluded Product, Knock-off Product, or Knock-off Element Product) against DexCom or its Affiliates for direct or indirect (including induced or contributory) infringement of any Patent (including any Licensed Patents), Trade Dress or Design Right owned or Controlled by ADC or its Affiliates. For clarity, this Section 4.3 is subject to Section 4.5.

4.4 Covenant to [***]. ADC, on behalf of itself and its Affiliates, covenants and agrees that it and each of its Affiliates will not assert at any time before the expiration of the CNS Period any Claim against [***] for direct or indirect (including induced or contributory) infringement of any Patent (including any Licensed Patents), Trade Dress or Design Right owned or controlled by ADC or its Affiliates in connection with or relating to [***] making, having made, using, offering for sale, selling, distributing, importing, having imported, storing or keeping for those purposes, or otherwise transferring, having transferred, disposing of, or having disposed of Covered Products of DexCom or its Affiliates ([***], in such capacity, a "[***]"). For clarity, this Section 4.4 is subject to Section 4.5.

4.5 [***]. The Covered Parties acknowledge and agree that [***] during the CNS Period for any acts that would be actionable were it not for the existence of the covenants set forth in this Article IV.

4.6 Breach of this Agreement. The covenants of a Party set forth in this Article IV do not apply to any Claims arising out of or in connection with any breach by the other Party of this Agreement.

4.7 ADR. Notwithstanding the covenants set forth in this Article IV, the Covered Parties may invoke and enforce decisions pursuant to the alternative dispute resolution provisions under Article IX.

4.8 [***] CNS Period. [***] the CNS Period, the Parties' respective Presidents or General Counsel shall [***].

4.9 False Advertising And Unfair Competition Claims. Nothing in this Agreement restricts or limits any Covered Party's rights to assert or defend any Claim for false advertising, unfair competition or unfair business practices, including regarding the accuracy of marketing claims made by the other Covered Party.

ARTICLE V

COVENANT NOT TO CHALLENGE

5.1 No Contesting Validity of Patents During CNS Period. Subject to the exceptions set forth in Section 5.7, each Covered Party shall not during the CNS Period in any way contest the validity, enforceability, priority, ownership, inventorship, patent term extension or adjustment application, or granted patent term extension or adjustment of any Patent owned by the other Covered Party, in any court, government agency, or other venue worldwide, unless such Patent is asserted or threatened to be asserted against (i) such Covered Party (or any of its Affiliates), or (ii) an [***] in breach of Section 4.2, or (iii) a [***] in breach of Section 4.4, or (iv) [***] or [***] in breach of Section 2.2(ii).

5.2 No Assisting in Contesting Validity of Patents During CNS Period. Subject to the exceptions set forth in Section 5.7, each Covered Party shall not during the CNS Period voluntarily assist any Third Party in any way in contesting the validity, enforceability, priority, ownership, inventorship, patent term extension or adjustment application, or granted patent term extension or adjustment of any Patent owned by the other Covered Party, in any court, government agency, or other venue worldwide, unless such Patent is asserted or threatened to be asserted against (i) such Covered Party (or any of its Affiliates), or (ii) an [***] in breach of Section 4.2, or (iii) a [***] in breach of Section 4.4, or (iv) [***] or [***] in breach of Section 2.2(ii).

5.3 No Contesting Validity of Licensed Patents. Subject to the exceptions set forth in Section 5.7, each Covered Party shall not during the term of this Agreement in any way contest the validity, enforceability, priority, ownership, inventorship, patent term extension or adjustment application, or granted patent term extension or adjustment of any Licensed Patent owned or Controlled by the other Covered Party, in any court, government agency, or other venue worldwide, unless such Patent is asserted or threatened to be asserted against (i) such Covered Party (or any of its Affiliates), or (ii) an [***] in breach of Section 4.2, or (iii) a [***] in breach of Section 4.4, or (iv) [***] or [***] in breach of Section 2.2(i).

5.4 No Assisting in Contesting Validity of Licensed Patents. Subject to the exceptions set forth in Section 5.7, each Covered Party shall not during the term of this Agreement voluntarily assist any Third Party in any way in contesting the validity, enforceability, priority, ownership, inventorship, patent term extension or adjustment application, or granted patent term extension or adjustment of any Licensed Patent owned or Controlled by the other Covered Party, in any court, government agency, or other venue worldwide, unless such Patent is asserted or threatened to be asserted against (i) such Covered Party (or any of its Affiliates), or (ii) an [***] in breach of Section 4.2, or (iii) a [***] in breach of Section 4.4 or (iv) [***] or [***] in breach of Section 2.2(i).

5.5 No Admissions; Exceptions. Notwithstanding the foregoing, (a) nothing in this Article V shall be interpreted as an admission by any Covered Party of the validity or invalidity of any Patent, or as an admission by any Covered Party of its direct or indirect (including induced or contributory) infringement of any Patent; (b) the foregoing covenants in Sections 5.1 through 5.4 shall not apply to any challenge of (1) a Patent owned or Controlled by [***] or (2) a [***], in each case if such challenge was filed prior to the [***] date of such [***]; and (c) nothing in this Article V prevents a Covered Party from (i) complying with [***], complying with [***] at [***], serving as [***], or engaging in other activities in response to the requests of any [***] or in accordance with applicable [***] or that such Covered Party is otherwise [***] or [***] to participate in or provide, or (ii) making arguments or comments (whether in the course of patent prosecution, administrative proceeding, or litigation) with respect to a Patent that is owned or Controlled by a Covered Party, where such Patent is referenced as prior art (or as evidence of the state of the art) in such patent prosecution, administrative proceeding, or litigation with respect to any Patent owned or Controlled by the Covered Party making such arguments or comments.

5.6 Permitted Challenges. For clarity, and notwithstanding anything to the contrary in Section 10.5, permitted challenges in defense of any assertion of a Patent against a Covered Party (or against an [***] in breach of Section 4.2, a [***] in breach of Section 4.4, or [***] or [***] in breach of Section 2.2(i) or 2.2(ii)) include interferences, opposition proceedings, IPR proceedings, post-grant review ("PGR") proceedings, reexaminations, revocation and nullity proceedings, derivation proceedings, or any other administrative proceedings for bringing a Patent challenge administered by any U.S. or foreign governmental body. A Covered Party may file any of the proceedings described in the previous sentence in defense of a suit or administrative proceeding asserting a Patent against such Covered Party without complying with the alternative dispute resolutions provisions in Article IX.

5.7 Exceptions. Notwithstanding Section 5.1 and Section 5.2, [***], each Party may (itself or through any of its Affiliates) [***] or [***] in [***] to Patents owned or Controlled by the other Party or its Affiliates that are not [***], provided that a statute, regulation, rule or other applicable law has [***]. Prior to bringing any such challenge, however, the challenging Party shall [***] to the other Party and the other Party shall [***].

ARTICLE VI

REPRESENTATIONS AND WARRANTIES

6.1 General Representations and Warranties by Parties. Each Party represents and warrants that it has the corporate power and authority to enter into this Agreement, and to carry out the terms and perform its obligations set forth in this Agreement, and that the person executing this Agreement on its behalf has the authority to act for and bind such Party.

6.2 Additional Representations and Warranties. Each Party represents and warrants that: (i) it and its Affiliates (either alone or in combination) has all rights to claim and recover for alleged infringement of its Licensed Patents, and has all legal rights necessary to grant the licenses, covenants, and releases provided for in this Agreement; (ii) it has the full right and authority to enter into this Agreement on behalf of and bind all of its Affiliates, and shall cause all such Affiliates to comply with and grant all necessary rights, licenses, covenants, and releases to effect this Agreement, and all other terms and conditions of this Agreement, and shall be directly liable to the other Party and its Affiliates for any breach of this Agreement by any of such Party's Affiliates, including any failure by any Affiliate to grant any such right, license, covenant, or release; (iii) neither it nor any of its Affiliates has transferred or assigned or purported to transfer or assign to any Entity any Claims purported to be herein released; (iv) neither it nor any of its Affiliates has instituted any pending lawsuit or other pending proceeding against the other Party or any of its Affiliates, involving any Patent (including any Licensed Patents), Trade Dress or Design Right, other than the Proceedings; and (v) neither it nor any of its Affiliates have participated in any way (directly or indirectly) in any transaction the purpose or effect of which is to avoid or prevent the other Party and its Affiliates from receiving or enjoying any part of the benefit of any of the rights, licenses, covenants, or releases provided for in this Agreement.

ARTICLE VII

TERM

7.1 Term. The term of this Agreement shall commence upon the Effective Date and shall continue until the tenth (10^{th}) anniversary of the Effective Date or until the expiration of the last-to-expire Patent that is a Licensed Patent, whichever is later.

7.2 No Termination. Neither this Agreement nor any of the rights, licenses, covenants, and releases granted by each Party (on its own behalf or on behalf of its Affiliates) hereunder may be terminated for any reason, and no Party shall have the right to seek rescission of this Agreement or any other remedy that seeks to invalidate, terminate, void, or undo this Agreement.

7.3 Survival. The provisions of Article X, Sections 2.3, 2.4, 9.1, 9.2(v) (but only with respect to a court action or administrative proceeding commenced in breach of Section 9.2 prior to expiration of this Agreement) and this Section 7.3, will survive expiration of this Agreement. Section 10.5 shall survive expiration of this Agreement only until the statute of limitations has run for any Claim for breach of this Agreement and has run for any Claim for direct or indirect (including induced or contributory) infringement of the last-to-expire U.S. Licensed Patent.

ARTICLE VIII

ASSIGNMENT AND TRANSFER

8.1 Assignment of Licensed Patents by Covered Parties. Each Party agrees, on behalf of itself and each of its Affiliates, that if such Party (or its Affiliate) assigns, or grants any enforcement rights with respect to, a Licensed Patent to a Third Party, then all of the licenses, releases, covenants, and other rights granted by them and all their obligations set forth in this Agreement with respect to such Licensed Patents (the "Patent Obligations") shall run with such Licensed Patents, and that such Party shall ensure that any assignee, transferee, or successor to any of the Licensed Patents (including an Acquiring Entity (as defined in Section 8.3) or a surviving Entity in connection with a Change of Control of such Covered Party where the separate corporate existence of the Covered Party ceases ("Surviving Entity")), or any other Entity (such as an exclusive licensee) that obtains any enforcement rights with respect to any of the Licensed Patents, agrees in writing, prior to such assignment, transfer or grant, to be bound by the relevant Patent Obligations (including the obligation to obtain such written agreement from any subsequent assignee, transferee, successor or grantee of such Licensed Patents). Similarly, following such assignment, transfer or grant, the other Covered Party shall remain bound by the covenants made by such Covered Party in Article V with respect to such Licensed Patents.

8.2 Limitation on Assignments. Except as expressly set forth in this Article VIII, neither Party may assign this Agreement or its rights or obligations hereunder without the other Party's prior written consent. Subject to the foregoing, this Agreement shall inure to the benefit of each Party's permitted successors and assigns.

8.3 Sale or Transfer; Change of Control. Each Party shall have the right to assign this Agreement in connection with a Change of Control of such Party, provided that in the event of any Change of Control of a Party (such Party and its Affiliates immediately prior to such Change of Control, the "Change of Control Party"), (1) the license granted by the other Party under Section 2.1 and the covenants made by the other Party under Article IV shall be limited to only (a) the Change of Control Party's Covered Products that were [***] the [***] of such Change of Control; and (b) improvements, updates, future versions, or successor products (however named) that are based upon the Change of Control Party's Covered Products that were [***] the [***] of such Change of Control; and (unless included in the foregoing clause (1)(a) or (1)(b)) do not cover any products that are the [***] as or [***] products that were [***] before the [***] of such Change of Control by the Third Party acquiror or its Affiliates existing immediately prior to such consummation (such Third Party acquiror and such Affiliates, individually and collectively, the "Acquiring Entity") and shall not extend otherwise to the Acquiring Entity or any other businesses of the Acquiring Entity; (2) the covenants of both the Change of Control Party and the other Covered Party under Articles IV and V shall continue to apply with respect to such Change of Control Party (or Surviving Entity) and the other Covered Party; (3) notwithstanding anything to the contrary, (a) the Patents [***] by the Acquiring Entity shall not be "Licensed Patents" and shall not be subject to the license granted to the other Covered Party in Section 2.1, and (b) the Patents, Trade Dress, Design [***] by the Acquiring Entity shall not be subject to (i) the covenants made by the Change of Control Party in Article IV, or (ii) (if DexCom is the Change of Control Party) the license granted and covenant made by DexCom in Section 2.2; and (4) the covenants of the Change of Control Party under Article V shall apply to the Acquiring Entity solely with respect to the Licensed Patents owned by such other Covered Party and any other Patents owned by such other Covered Party that claim the making, apparatus, or method of using, [***] product.

8.4 After-Acquired Affiliates. Notwithstanding anything in this Agreement to the contrary, if a Covered Party acquires or gains Control of any Third Party after the Effective Date (such acquired or newly-Controlled Third Party, an "After-Acquired Affiliate"), such After-Acquired Affiliate [***] the licenses set forth in this Agreement and [***] the releases and covenants set forth in this Agreement [***] for [***] to the date of its acquisition by such Covered Party.

8.5 No Patent Laundering. Without limiting any other express restrictions on the rights and licenses granted under this Agreement or implying any right not expressly granted under this Agreement, the Parties acknowledge and agree that the licenses and covenants granted under this Agreement do not cover [***] that a Covered Party may [***] for the primary purpose of [***] or [***] that occur for such primary purpose, and other similar [***]. Any product made, have made, used, have used, sold, have sold, offered for sale, have offered for sale, imported, have imported, stored or kept for such primary purpose shall not be a Covered Product.

ARTICLE IX

ALTERNATIVE DISPUTE RESOLUTION

9.1 Alternative Dispute Resolution Procedure.

(i) Notice. In the event of any dispute between the Covered Parties arising under, arising from, or related to this Agreement, the aggrieved Party must give written notice to the other Party. In the event of an alleged breach, the breaching Party (or Party alleged to be in breach) has [***] to cure the breach. If such breach (or alleged breach) is not cured within [***] (including if the Party alleged to be in breach disputes the breach), the aggrieved Party may invoke the dispute resolution procedures of this Section 9.1.

(ii) Negotiations. The Parties will attempt to settle amicably all disputes arising under, arising from, or related to this Agreement, by good faith negotiations of [***], or [***], for a period of at least [***] following receipt of a dispute notice, which period may be extended by mutual agreement between the Parties. If the Parties are unable to resolve their dispute within such period, either Party may submit the matter to binding arbitration, as the sole and exclusive dispute resolution method.

(iii) Arbitral Tribunal. Within [***] following institution of the arbitration proceeding, each Party will select [***] and [***] will [***] a [***] within [***] after their appointment.

(iv) Discovery. Other than by agreement of the Parties or on an order by the arbitral tribunal for good cause shown, there shall be no more than [***] requests for production, [***] interrogatories, [***] fact witness depositions, and [***] 30(b)(6) topics per side. The Parties shall be allowed no more than [***] expert witnesses. Each Party may provide an expert report from each expert of [***] and each expert may be deposed. The Parties shall exchange contentions on their dispute within [***] of selection of [***]. The Federal Rules of Civil Procedure shall govern the parties' discovery obligations under this Section 9.1(iv).

(v) Hearing. The hearing before the arbitral tribunal shall be held on [***] within [***] of the selection of [***]. The Federal Rules of Evidence shall govern the admissibility of evidence at the hearing. At least [***] before the hearing, each Party shall submit (a) [***], (b) a [***], and (c) [***]. Within [***] after the hearing, each Party may submit a [***].

(vi) Arbitral Decision. The arbitral tribunal shall rule on each disputed issue within [***] after the hearing. Such ruling shall [***] of the Parties on each disputed issue but may [***] on some issues and [***] on other issues. The arbitral tribunal will not [***] or otherwise [***] of its ruling.

(vii) Available Remedies; Damages. The arbitral tribunal may award [***] Agreement but may not grant [***] (including, without limitation, [***] relief or other orders of [***]) or [***], or other [***].

(viii) Fee shifting. The losing Party pays both Parties' reasonable fees and costs (including reasonable attorneys' and experts' fees). The arbitral tribunal may reduce a fee-shifting award pro rata for a victory that is only partial.

(ix) Effect of Arbitral Award. The rulings of the arbitral tribunal and the allocation of fees and expenses shall be binding upon the Parties, subject only to judicial review under the Federal Arbitration Act (9 U.S.C. §§ 10 and 11) and may be entered as a final judgment in any court having jurisdiction.

(x) Confidentiality. Except as necessary for judicial review or entry of final judgment or as required by law, the existence of the dispute, any settlement negotiations, the arbitration hearing, the arbitration ruling, and any arbitration submissions shall remain confidential.

(xi) Condition Precedent. Compliance with these alternative dispute resolution provisions is a condition precedent to filing any court action or administrative proceeding that involves, at least in part, a dispute between the Covered Parties arising under, arising from, or related to this Agreement.

9.2 Pre-Suit Notice for Infringement Claims.

(i) Notice. A Party that believes that it or any of its Affiliates has a claim of Patent, Trade Dress or Design Right infringement against the other Party or that Party's Affiliates relating to any Covered Products of the other Party or its Affiliates, prior to initiating any court action or administrative proceeding in any court or administrative agency anywhere in the world asserting infringement, shall first send notice of such potential claim to the opposing Party.

(ii) Negotiations. The Parties will attempt to settle amicably such potential claim by good faith negotiations of [***], or [***], for a period of at least [***] following receipt of a dispute notice, which period may be extended by mutual agreement between the Parties.

(iii) Binding Arbitration. If the Parties are unable to resolve their dispute within such period, either party may within [***] submit for binding arbitration under the alternative dispute resolution procedure described in Section 9.1 above whether the potential claim asserts a Licensed Patent against a Covered Product or is otherwise barred by this Agreement. The arbitral tribunal shall have authority to decide [***] are Licensed Patents asserted [***]. At least one member of the arbitral tribunal resolving a dispute under this provision shall be [***] with [***].

(iv) Condition Precedent. Compliance with these pre-suit notice procedures, including the conclusion of any binding arbitration instituted under these procedures, shall be a condition precedent to a Covered Party filing any court action or administrative proceeding asserting a claim of Patent, Trade Dress or Design Right infringement against the other Covered Party relating to any Covered Products of such other Covered Party. The damages and statute of limitations period for such a claim of Patent, Trade Dress or Design Right infringement shall be tolled for the period during which the Covered Parties are engaged in pre-suit notice procedures.

(v) [***]

ARTICLE X

MISCELLANEOUS PROVISIONS

10.1 Confidentiality. The terms of this Agreement are confidential. Except for a press release or other announcements agreed to by representatives of the Parties in connection with this settlement, none of the Covered Parties may issue a press release or other public announcement regarding this Agreement or the transactions contemplated herein. ADC may disclose Section 2.2 to [***]. No Party shall otherwise disclose the terms of this Agreement without the other Party's written consent (other than to its Affiliates subject to obligations of confidentiality at least as stringent as those contained herein) except:

(i) to any governmental body having jurisdiction and specifically requiring such disclosure;

(ii) in response to a subpoena or as otherwise may be required by law;

(iii) in confidence, to a Party's directors, accountants, legal counsel, tax advisors and other financial and legal advisors;

(iv) as required during the course of litigation and subject to a protective order; provided, however, that any production under a protective order would be protected under an "Outside Attorneys' Eyes Only" designation prohibiting disclosure to in-house counsel or higher confidentiality designation, which higher confidentiality designation, for the avoidance of doubt, must be at least as restrictive as "Outside Attorneys' Eyes Only";

(v) for the purposes of disclosure in connection with the Securities and Exchange Act of 1934, as amended, the Securities Act of 1933, as amended, and any other reports or disclosures filed with the Securities and Exchange Commission or other financial regulatory authorities, or any other filings, reports or disclosures that may be required under applicable laws or regulations;

(vi) with obligations of confidentiality at least as stringent as those contained herein, to a counterparty in connection with a proposed merger, acquisition, financing or similar transaction or a proposed exclusive license, sale, or transfer of rights to the Licensed Patents; and

(vii) as required to enforce the terms of this Agreement; provided, however, that prior to any disclosure pursuant to paragraphs (i), (ii), (iv) or (v), the Party making any such disclosure shall: (a) take reasonable actions in an effort to minimize the nature and extent of such disclosure; and (b) provide at least ten (10) days' advance written notice to the other Party of such disclosure and its contents. Nothing in this provision shall impose obligations on the Parties that would be contrary to or impede compliance with their obligations under any applicable law or rule, or shall restrict the Parties, their directors, accountants, legal counsel, tax advisors, and other financial and legal advisors, from disclosing information that is already publicly known through no fault of the disclosing Party.

10.2 Notices. All notices required or permitted to be given hereunder must be in writing and must be delivered by prepaid air courier or by registered or certified airmail, postage prepaid, addressed as follows:

For ADC:
Abbott Laboratories
Attention: General Counsel
100 Abbott Park Road
Abbott Park, Illinois 60064

For DexCom:
Dexcom, Inc.
Attention: Chief Legal Officer
6340 Sequence Drive
San Diego, CA 92121

with a copy to:
Dexcom, Inc.
Attention: General Counsel
6340 Sequence Drive
San Diego, CA 92121

Such notices shall be deemed to have been served when received by addressee. Any Party may give written notice of a change of address and, after notice of such change has been received, any notice or request must thereafter be given to such Party as above provided at such changed address.

10.3 Licenses in Bankruptcy. Without acknowledging that this Agreement is an executory contract, the Parties agree that all rights, licenses, releases, and immunities granted under or pursuant to this Agreement by each of the Parties are, and shall otherwise be deemed to be, for the purpose of Section 365(n) of the US Bankruptcy Code, as amended (the "Bankruptcy Code"), licenses of rights to "intellectual property" as defined under Section 101(35A) of the Bankruptcy Code. The Parties agree that each of the Parties shall retain and may fully exercise all of their respective rights and elections under the Bankruptcy Code. The Parties further agree that, in the event that any proceeding shall be instituted by or against a Party seeking to adjudicate it as bankrupt or insolvent, or seeking liquidation, winding up, reorganization, arrangement, adjustment, protection, relief, or composition of that Party or that Party's debt under any law relating to bankruptcy, insolvency, reorganization, or relief of debtors, or seeking an entry of an order for relief or the appointment of a receiver, trustee, or other similar official for that Party or any substantial part of its property, or if a Party hereto shall take any action to authorize any of the foregoing actions, the other Party shall have the right to retain and enforce their respective rights under this Agreement.

10.4 Choice of Law. This Agreement and matters connected with the performance thereof shall be construed, interpreted, and governed in all respects in accordance with the laws of the United States of America and the State of Delaware, without reference to conflict of laws principles, provided that all issues of substantive patent law arising under, arising from, or related to this Agreement for any Patent, Trade Dress, or Design Right shall be determined by the substantive law of the country or relevant jurisdiction of such Patent, Trade Dress, or Design Right.

10.5 Choice of Venue & Jurisdiction. Subject to Section 5.6 and Article IX, the Parties agree that any disputes and litigation related to this Agreement, its construction, and matters connected with its performance, and any Claim for direct or indirect (including induced or contributory) infringement at any time, under any U.S. Patent (including any U.S. Licensed Patents), U.S. Trade Dress or U.S. Design Right against a Covered Party, shall be subject to the exclusive jurisdiction of the United States District Court for the District of Delaware, to the extent permitted by law. This includes jurisdiction to resolve any disputes between Covered Parties arising under, arising from, or related to this Agreement over whether any patents, foreign or U.S., are Licensed Patents, if such dispute was not resolved by the arbitration procedure of Article IX. The Court of Chancery of the State of Delaware shall have exclusive jurisdiction pursuant to 10 Del. C. Section 346, to the extent subject matter jurisdiction is lacking in federal court. Subject to Article IX, the Parties hereby consent to, and waive any challenge to, the jurisdiction and venue of the Delaware state and federal courts over these matters. A Party that obtains a judgment against the other Party in the courts identified in this section may enforce that judgment in any court that has jurisdiction over the Parties. Notwithstanding anything in this Section 10.5 to the contrary, nothing herein will restrict either Party from initiating, pursuing, or otherwise participating in any Patent challenges, including, without limitation, any interferences, opposition proceedings, IPR proceedings, PGR proceedings, revocation and nullity proceedings, or any other administrative proceedings administered by any U.S. or foreign governmental body, to the extent any such Patent challenges or other proceedings are permitted by this Agreement.

10.6 Injunctive Relief. Nothing in this Agreement shall be interpreted to preclude the Covered Parties from seeking injunctive relief after this Agreement expires against any products or activity that are not licensed or released hereunder. No Covered Party shall use the existence or effect of this Agreement, any arbitration under this Agreement, or the 2014 Agreement to argue in any court or administrative proceeding that the other Covered Party has not suffered, or will not suffer, irreparable harm or otherwise is not entitled to injunctive relief.

10.7 Further Acts. The Parties agree to perform any further acts and execute and deliver any further documents that may be reasonably necessary to carry out this Agreement.

10.8 Severability. The Parties intend that if a court holds that any provision or part of this Agreement is invalid or unenforceable, the court will modify that provision or part to the minimum extent necessary to make it valid and enforceable, or if it cannot be made valid and enforceable, will sever and delete that part. That modification or severance will not affect the validity or enforceability of the remainder of this Agreement, which will continue in full force and effect. The Parties agree to negotiate in good faith an enforceable substitute provision for any invalid, illegal, or unenforceable provision that most nearly achieves the intent of the provision.

10.9 Mistake. In entering and making this Agreement, the Parties assume the risk of any mistake of fact or law, and any mistakes of fact or law will not be grounds for seeking rescission or otherwise challenging the validity of this Agreement. This Agreement is final and binding on the Parties regardless of any mistake of fact or law.

10.10 Entire Agreement; Termination of the 2014 Agreement. This Agreement embodies the entire understanding of the Parties with respect to the subject matter hereof, and merges all prior discussions among them, and none of the Covered Parties shall be bound by any conditions, definitions, warranties, understandings, or representations with respect to the subject matter hereof other than as expressly provided herein. No oral explanation or oral information by any Party hereto shall alter the meaning or interpretation of this Agreement. The 2014 Agreement is hereby terminated in its entirety and superseded by this Agreement and all rights and obligations under the 2014 Agreement (including any terms which expressly or impliedly purport to survive its termination) cease as of the Effective Date.

10.11 Modification; Waiver. No modification or amendment to this Agreement will be effective unless in writing and signed by authorized representatives of the Parties. No waiver of any provision, breach, or default of this Agreement will be valid unless in a writing signed by the waiving Party that specifies what is being waived. A valid waiver under this Section 10.11 will be limited in scope to the waiver specified and will not constitute a waiver of any other provision, breach, or default under this Agreement. A Party's failure or delay in enforcing any provision of this Agreement will not operate as a waiver.

10.12 Consultation with Counsel. Each Party acknowledges that it knows and understands the contents of this Agreement and has been represented by counsel of its choice in connection with this Agreement and has entered into this Agreement knowingly and voluntarily.

10.13 Construction; Language. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party will not be applied in the construction or interpretation of this Agreement. As used in this Agreement, the words "include" and "including" and variations thereof will not be deemed to be terms of limitation, but rather will be deemed to be followed by the words "without limitation." The headings in this Agreement will not be referred to in connection with the construction or interpretation of this Agreement. This Agreement is in the English language only, which language shall be controlling in all respects, and all notices under this Agreement shall be in the English language.

10.14 Counterparts. This Agreement may be executed in counterparts or duplicate originals, all of which shall be regarded as one and the same instrument, and which shall be the official and governing version in the interpretation of this Agreement. This Agreement may be executed by facsimile, electronic or digital signatures and such signatures shall be deemed to bind each Party as if they were original signatures.

10.15 No Admissions. The terms and conditions of this Agreement are for the purpose of settlement only. Neither the fact of a Party's entry into this Agreement nor the terms hereof nor any acts undertaken pursuant hereto shall constitute an admission or concession by either Party of liability or wrongdoing on the part of such Party. Neither the fact of a Party's entry into this Agreement nor the terms hereof nor any acts undertaken pursuant hereto shall be offered or admitted in evidence in any legal proceeding against any Party other than one to enforce rights and obligations arising out of this Agreement.

[Signature page follows]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed below.

Abbott Diabetes Care Inc. On behalf of itself and its Affiliates	Dexcom, Inc. On behalf of itself and its Affiliates
By: /s/ JARED WATKIN	By: /s/ KEVIN R SAYER
Name: JARED WATKIN	Name: KEVIN R SAYER
Title: EVP DIABETES CARE	Title: CEO & PRESIDENT
Date: 20 DEC 2024	Date: 20 DECEMBER 2024

EXHIBIT A

ASSERTED PATENTS (ADC)

[***]

EXHIBIT B

ASSERTED PATENTS (DEXCOM)

[***]

EXHIBIT C-1

PROCEEDINGS & PENDING PATENT CHALLENGES
THE PARTIES MUST SEEK TO DISMISS OR TERMINATE

[***]

EXHIBIT C-2

**PROCEEDINGS & PENDING PATENT CHALLENGES
THE PATENT OWNER MAY LEAVE PENDING
SOLELY FOR THE PURPOSE OF DEFENDING
THE VALIDITY OF THE PATENT OWNER'S PATENTS**

[***]

EXHIBIT D

DISMISSAL STIPULATION AND ORDER FOR U.S. DISTRICT COURT CASES

[***]

JOINT STIPULATION TO DISMISS
FEDERAL CIRCUIT APPEAL NOS. 24-1449, -1450

[***]

EXHIBIT E

UNOPPOSED MOTION TO DISMISS PRE-INSTITUTION PROCEEDINGS

[***]

JOINT MOTION TO TERMINATE POST-INSTITUTION PROCEEDINGS

[***]

Exhibit 10.17

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.

[1] Reflects June 10, 2022 four-for-one forward stock split.

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.

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 a termination of Service as set forth in the RSU Agreement.

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**

[*To be inserted as applicable*

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.]

[*To be inserted as applicable*

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 or amend 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 subject to your continuous 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, or by accepting this Notice and the RSU Agreement via the Company's designated electronic acceptance procedure, 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 Participant's 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 a number of Shares to be issued upon settlement of the RSUs; or

(b) withholding from proceeds of the sale of Shares acquired upon settlement of the RSUs either through a voluntary sale or through a mandatory sale arrangement by the Company (whether through a broker or otherwise) on Participant's behalf pursuant to this authorization and without further consent.

The Company or the Employer may withhold or account for Tax-Related Items by considering applicable statutory withholding amounts or other applicable withholding rates, including maximum rates, applicable in Participant's jurisdiction(s). In the event of over-withholding, Participant may receive a refund from the Company or the Employer of any over-withheld amount in cash and will have no entitlement to the equivalent in Shares. If not refunded, Participant may need to seek a refund from the responsible tax authority to the extent Participant wishes to obtain a refund. 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 is subject to Tax-Related Items in more than one jurisdiction, Participant acknowledges that the Company and/or the Employer (or former employer, as applicable) may be required to withhold or account for Tax-Related Items in more than one jurisdiction.

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. **No Transfer**. The RSUs and any interest therein shall not be sold, assigned, transferred, pledged, hypothecated, or otherwise disposed of.

5. **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 and the underlying Shares 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.

6. **Tax Consequences**. Participant acknowledges that there may be tax consequences upon settlement of the RSUs, the disposition of the Shares, if any, received in connection therewith, or at such other times that may be applicable in Participant's jurisdiction(s) and Participant should consult a tax adviser regarding Participant's tax obligations regarding Participant's participation in the Plan. Participant should consult a personal tax advisor for information on the actual and potential tax consequences of this RSU.

7. **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.

8. **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.

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 Shares 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 (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. In addition, for purposes of any action, lawsuit or other proceedings brought to enforce this Agreement, relating to it, or arising from it, the parties hereby submit to and consent to the sole and exclusive jurisdiction of the state and federal courts of the State of California.

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, subject to compliance with applicable local laws.

13. **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 Participant's 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 the Data Privacy Officer at [***]. 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 the Data Privacy Officer at [***].

14. **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 Service. All decisions with respect to future RSU or other grants, if any, will be at the sole discretion of the Committee.

(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 exceptional, 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 and the Shares subject to the RSUs, and the income from and value of same, are an extraordinary item that do not constitute compensation of any kind for services of any kind rendered to the Company or its Subsidiaries (including, as applicable, the Employer) and which is outside the scope of Participant's Service contract, if any.

(g) This RSU grant and the Shares subject to the RSUs, and the income from and value of same, are 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, holiday pay, pension or retirement benefits or similar payments.

(h) The future value of the underlying Shares is unknown and cannot be predicted with certainty.

(i) Unless otherwise agreed with the Company in writing, the RSUs and the Shares subject to the RSUs, and the income and value of same, are not granted as consideration for, or in connection with, the service Participant may provide as a director of a Subsidiary.

(j) For purposes of the RSUs, Participant's Service will be considered terminated as of the date Participant is no longer actively providing services to the Company, the Employer or any Subsidiary of the Company (regardless of the reason for such termination and whether or not later found to be invalid or in breach of employment laws in the jurisdiction where Participant is employed or the terms of Participant's service or employment agreement, if any), and unless otherwise expressly provided in this Agreement or determined by the Company, Participant's right to vest in the RSUs under the Plan, if any, will terminate as of such date and will not be extended by any notice period (*e.g.*, Participant's period of service would not include any contractual notice period or any period of "garden leave" or similar period mandated under employment laws in the jurisdiction where Participant employed or the terms of Participant's service or employment agreement, if any). The Committee shall have the exclusive discretion to determine when Participant is no longer actively providing services for purposes of the RSUs (including whether Participant may still be considered to be providing services while on a leave of absence).

(k) Neither the Company, the Employer nor any Subsidiary of the Company shall be liable for any foreign exchange rate fluctuation between Participant's local currency and the United States Dollar that may affect the value of the RSUs or the subsequent sale of any Shares acquired upon settlement.

15. **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.

16. **Insider Trading/Market Abuse Laws**. Participant may be subject to insider trading restrictions and/or market abuse laws in applicable jurisdictions, including, but not limited to, Participant's country, which may affect Participant's ability to accept, acquire, sell, or otherwise dispose of Shares, rights to Shares (*e.g.*, the RSUs) or rights linked to the value of Shares under the Plan during such times as Participant is considered to have "inside information" regarding the Company (as defined by the laws in the applicable jurisdictions). Local insider trading laws and regulations may prohibit the cancellation or amendment of orders Participant placed before Participant possessed inside information. Furthermore, Participant could be prohibited from (a) disclosing the inside information to any third party, and (b) "tipping" third parties or causing them otherwise to buy or sell securities. 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. Neither the Company nor any Subsidiary will be responsible for such restrictions or liable for the failure on Participant's part to know and abide by such restrictions. Participant should consult with a personal legal advisor to ensure compliance with local laws.

17. **Regulatory, Tax and Foreign Assent/Account Reporting Requirements**. 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. Depending upon the country to which laws Participant is subject, Participant may have certain foreign asset/account and/or tax reporting requirements that may affect Participant's ability to acquire or hold Shares under the Plan or cash received from participating in the Plan (including from any dividends or dividend equivalents or sale proceeds arising from the sale of Shares) in a brokerage or bank account outside Participant's country of residence. Participant's country may require that Participant report such accounts, assets or transactions to the applicable authorities in Participant's country. Participant also may be required to repatriate cash received from participating in the Plan to Participant's country within a certain period of time after receipt. Participant is responsible for knowledge of and compliance with any such regulations and should speak with a personal tax, legal and financial advisors regarding same.

18. [*To be inserted as applicable:* **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.]

***

By Participant's signature and the signature of the Company's representative on the Notice, or by Participant accepting this Agreement via the Company's electronic acceptance procedure, 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 Participant under the Plan if Participant resides 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.

If Participant is a citizen or resident of a country other than the one in which Participant is currently working and/or residing, transfers to another country after the Date of Grant, or is considered a resident of another country for local law purposes, the Company shall, in its discretion, determine the extent to which the special terms and conditions contained herein shall be applicable to Participant.

Notifications

This Appendix A also includes information regarding exchange controls and certain other issues of which Participant should be aware with respect to Participant's participation in the Plan. The information is based on the securities, exchange control and other laws in effect in the respective countries as of November 2024. Such laws are often complex and change frequently. As a result, the Company strongly recommends that Participant not rely on the information noted in this Appendix A as the only source of information relating to the consequences of Participant's participation in the Plan because the information may be out of date at the time that Participant vests in the RSUs or sells Shares acquired under the Plan.

In addition, the information contained herein is general in nature and may not apply to Participant's particular situation, and the Company is not in a position to assure Participant of a particular result. Accordingly, Participant is advised to seek appropriate professional advice as to how the relevant laws in Participant's country may apply to Participant's situation.

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

Termination

The following provision replaces the subsection (j) of the Nature of Grant section of the Agreement:

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 and the underlying Shares (if any) 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. Notwithstanding the definition of "Service" in the Plan, for purposes of the RSUs, the termination of Participant's Service with the Company or the Employer will be considered to occur on the date that is the earliest of (i) the date on which Participant's Service is terminated or (ii) the date Participant receives written notice of termination of Service from the Employer, in all cases regardless of any notice period, pay in lieu of such notice or related payments or damages provided or required to be provided under local law (including, but not limited to, statutory law, regulatory law and/or common law). For greater certainty, Participant will not earn or be entitled to any pro-rated vesting for that portion of time before the date on which Participant's right to vest terminates, nor will Participant be entitled to any compensation for lost vesting. Notwithstanding the foregoing, if applicable employment standards legislation explicitly requires continued vesting during a statutory notice period, Participant acknowledges that Participant's right to vest in the RSUs under the Plan, if any, will terminate effective as of the last day of Participant's minimum statutory notice period, but Participant will not earn or be entitled to pro-rated vesting if an applicable vesting date falls after the end of Participant's statutory notice period, nor will Participant be entitled to any compensation for lost vesting.

The following provisions shall apply if Participant is a resident of Quebec:

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 (*Bundesbank*). If Participant is a German resident and he or she makes or receives a payment in excess of this amount in connection with Participant's participation in the Plan, Participant must report the payment to Bundesbank electronically using the "General Statistics Reporting Portal" ("*Allgemeines Meldeportal Statistik*") available via Bundesbank's website (www.bundesbank.de). In addition, Participant may be required to report the acquisition of securities (e.g., Shares) to the *Bundesbank* via email or telephone if the value of the securities acquired exceeds €12,500. *Participant is responsible for complying with applicable reporting requirements and should consult with a personal legal advisor to ensure compliance.*

MALAYSIA

Notifications

Director Notification Obligation

If Participant is a director of a Malaysian Subsidiary, Participant is subject to certain notification requirements under the Malaysian Companies Act. Among these requirements is an obligation to notify the Malaysian Subsidiary in writing when Participant receives or disposes of an interest (*e.g.*, RSUs or Shares) in the Company or any Subsidiary. Such notifications must be made within 14 days of receiving or disposing of any interest in the Company or any Subsidiary. *Participant is responsible for complying with applicable reporting requirements and should consult with a personal legal advisor to ensure compliance.*

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

Terms and Conditions

Withholding Taxes

The following provision supplements the Withholding Taxes section of the Agreement:

Without limiting the Company's and any Subsidiary's authority to satisfy their withholding obligations for Tax-Related Items as set forth in Section 2 of the Agreement, in accepting the grant of the RSUs, Participant authorizes the Company and/or a Subsidiary to withhold Shares or to sell Shares otherwise deliverable to Participant upon vesting/settlement to satisfy Tax-Related Items, regardless of whether the Company and/or the Subsidiary have an obligation to withhold such Tax-Related Items.

SWITZERLAND

Notifications

Securities Law Notification

Neither this document nor any other materials relating to the RSUs constitute a prospectus according to article 35 et seq. of the Swiss Federal Act on Financial Services ("***FinSA***"), and neither this document nor any other materials relating to the RSUs may be publicly distributed nor otherwise made publicly available in Switzerland to any person other than an employee of the Company. Neither this document nor any other offering or marketing material relating to the RSUs have been or will be filed with, or approved or supervised by, any Swiss reviewing body according to article 51 FinSA or any Swiss regulatory authority (in particular, the Swiss Financial Market Supervisory Authority (FINMA)).

UNITED KINGDOM

Terms and Conditions

Withholding Taxes

This provision supplements the Withholding Taxes section of the Agreement:

Without limitation to the Withholding Taxes section of the Agreement, Participant hereby agrees that Participant is liable for all Tax-Related Items and hereby covenants to pay all such Tax-related Items, as and when requested by the Company or the Employer, as applicable, or by HM Revenue & Customs ("**HMRC**") (or any other relevant authority). Participant also hereby agrees to indemnify and keep indemnified the Company and the Employer, as applicable, against any Tax-Related Items that they are required to pay or withhold or have paid or will pay on Participant's behalf to HMRC (or any other relevant authority). 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 an event giving rise to Tax-Related Items 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 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 (if any), 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 Subsidiary. 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 or vesting.

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. Participant should consult with a 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**

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.

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	**DEXCOM, INC.**
Signature: _____	By: _____
Print Name: _____	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.

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	**DEXCOM, INC.**
Signature: _____	By: _____
Print Name: _____	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 19.1

DEXCOM, INC.

Insider Trading Policy

As Adopted by the Board of Directors
on March 11, 2005 and amended through January 1, 2025

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. A "trade" as referenced in this Insider Trading Policy (this "***Policy***") generally refers to purchases, sales or gifts of securities. 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 U.S. federal and state securities laws governing (i) trading in Company securities while in the possession of material nonpublic information concerning the Company and (ii) disclosing ("tipping") material nonpublic information to others, and in order to prevent even the appearance of improper trading or tipping, the Company has adopted this Policy for all of its employees, officers and directors.

II. SCOPE

A. **Covered Persons**. This Policy covers all employees, officers and directors of the Company (which includes its direct and indirect subsidiaries), their family members and entities (such as trusts, partnerships 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***"). For purposes of this Policy, a "family member" includes a person's spouse, parents, children, siblings, mothers and fathers-in-law, sons and daughters-in-law, brothers and sisters-in-law, and anyone (other than domestic employees) who shares such person's home. Employees, officers and directors are responsible for ensuring compliance by their family members and entities over which they exercise voting or investment control. This Policy also applies to former employees, officers and directors until the third full trading day after any material nonpublic information known to such individual has become public or is no longer material to the Company.

B. **Covered Transactions**. This Policy applies to any and all transactions in the Company's securities, including shares of Company common stock and options to purchase Company common stock or other rights to acquire Company common stock, such as restricted stock units, 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. Additionally, this Policy applies to any and all transactions in securities of another company while in possession of material nonpublic information obtained in the course of employment or service as an employee, officer or director of the Company.

C. **Company Transactions**. From time to time, the Company may engage in transactions in the Company's securities. It is the Company's policy to comply with all applicable U.S. federal and state securities laws or stock exchange listing standards when engaging in transactions in the Company's securities.

D. **10b5-1 Trading Plans**. 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.

III. INSIDER DEFINITIONS

A. **Section 16 Parties**. The Board of Directors of the Company has designated the executive officers and directors who are subject to the additional 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 person and entity affiliated or associated with any such officer or director, is referred herein as a "***Section 16 Party***," and collectively the "***Section 16 Parties***."

B. **Access Persons**. The Company has designated (i) all DexCom Vice Presidents and above; (ii) all directors and above in the Legal, Finance and Corporate Development departments; and (iii) such other persons as determined by the Compliance Officer from time to time, as an "***Access Person***" (other than the Section 16 Parties) because such individuals may have regular access to material nonpublic information in the normal course of their duties for the Company. The Chief Legal Officer and Chief Financial Officer (or his or her respective designees), with input from the Section 16 Parties (the "***Executive Leadership Team***") and relevant departmental team leaders, shall determine and maintain the list of Access Persons.

C. **Director-Level Employees**. Each employee at a "director" level (or equivalent such as "principal") or above who is not a Section 16 Party or an Access Person is a "***Director-Level Employee***".

IV. INSIDER TRADING COMPLIANCE OFFICER

The Company has designated the Company's Chief Legal Officer, or his or her designee, as its insider trading compliance officer ("***Compliance Officer***"), for purposes of administering, interpreting, and enforcing this Policy. In the event of the Chief Legal Officer's (or his or her designee'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 Legal Officer and Chief Financial Officer may each designate his or her responsibilities under this Policy to another employee of the Company.

V. DEFINITION OF "MATERIAL NONPUBLIC INFORMATION"

A. **"Material" Information**. Information is "material" if it might be of significance to a reasonable investor, as part of the total mix of available information, in determining whether to purchase, sell or hold Company securities. Information may be significant for this purpose even if it would not alone determine the investor's decision. Both positive and negative information may be material. While it is not possible to identify all information that would be deemed "material," the following examples include certain types of information that ordinarily would be considered material:

- Financial performance, especially quarterly and year-end earnings, and significant changes in financial performance or liquidity.
- Significant 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 products under development, including inspections, approvals or other regulatory actions.

- 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.
- Strategic plans including customer, product (including product introductions), pricing, geography and market strategies and shifts.
- Developments regarding significant customers, suppliers or partners, such as the potential acquisition or loss of a significant contract, development agreement or strategic relationship.
- Developments with respect to significant lawsuits.
- 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. Even after the Company has released information to the press or the information has been reported, information will be considered public, i.e., no longer "nonpublic," only at the opening of trading on the third full trading day following the Company's widespread public release of the information. For the purposes of this Policy, a "***trading day***" is a day on which the Nasdaq Stock Market is open for trading.

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 Trading on Material Nonpublic Information. No employee, officer or director may trade in Company securities while possessing material nonpublic information concerning the Company (except for trades made under Rule 10b5-1 Plans in compliance with this Policy and applicable law). 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.

2. No Tipping of Material Nonpublic Information. No employee, officer or director may disclose material nonpublic information concerning the Company to any outside person (including, without limitation, 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.

3. No Trading Advice While In Possession Of Material Nonpublic Information. 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 others even when the employees, officers and directors do not possess material nonpublic information about the Company.

4. No Hedging. 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").

5. No Pledging. No employee, officer or director may hold Company securities in a margin account or pledge Company securities as collateral for a loan.

6. No "Shadow" Trading. No employee, officer or director may (a) trade in the securities of any other public company while possessing material nonpublic information 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.

7. Gifts. 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.

8. Social Media. 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.

9. Affiliate Entity Trading Restriction. 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 below.

B. **Trading Windows and Blackout Periods**

1. No Trading During Blackout Periods. No director, officer or employee subject to a Blackout Period may trade in Company securities during a Blackout Period (i.e. a Quarterly Blackout Period or a Special Blackout Period). This Blackout restriction does not apply to transactions described below under "Transfers Pursuant To Rule 10b5-1" (Section VI.C) and "Transactions Not Involving a Purchase or Sale" (Section VI.E). Prior to trading, each director, officer and employee must also follow the other restrictions of this Policy, including obtaining approval of the trade as set forth in "Procedures for Approving Trades" below, if applicable.

2. Quarterly Blackout. Trading in the Company's securities is prohibited during the period beginning at the close of trading on the fifteen (15th) day of the last month of the then-current quarter (the "***Quarterly Close Date***") and ending on the third business day following the Company's widespread public release of quarterly or year-end operating results (the "***Quarterly Blackout***").

3. Special Blackout. The Compliance Officer may designate certain event-driven blackout periods (the "***Special 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 is permitted to disclose to anyone, either internally or externally, not subject to a Special Blackout Period the existence of a Special Blackout Period.

C. **Procedures for Approving Trades**

1. Preclearance Required for Trades by Section 16 Parties, Access Persons, and Director-Level Employees. A Section 16 Party, an Access Person, and a Director-Level Employee may not trade in Company securities until such person receives approval to trade as further set forth below in the section titled "Preclearance Procedures.".

2. Preclearance Procedures. A Section 16 Party, an Access Person, and a Director-Level Employee may not engage in any transaction in Company securities without first obtaining pre-clearance of the transaction from the Compliance Officer and Chief Financial Officer in accordance with the following procedures:

   a. The requestor must notify the Compliance Officer of the amount and nature of the proposed trade(s) no later than two business days prior to the Quarterly Close Date;

   b. The requestor must certify to the Compliance Officer 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;

      (ii) Such person is acting in good faith; and

      (iii) 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 requestor (unless such requestor is a member of the Executive Leadership Team, in which case, this provision shall not be applicable) must certify to the Chief Financial Officer and Compliance Officer no earlier than two business days prior to the proposed trade(s) that such requestor is not in possession of material nonpublic information concerning the Company; and

   d. The Chief Financial Officer and the Compliance Officer must each approve the trade(s), in each case, at his or her discretion, and has certified such approval.

   For the purposes of the notifications, certifications, and approvals in this preclearance section, adequate notification or certification means that such notification or certification was completed via writing or via electronic means such as via the E-Trade platform. With respect to trades by the Chief Financial Officer or Compliance Officer, any proposed trades must be approved by the other officer, or the Chief Executive Officer.

3. Post-Approval Matters. If the Chief Financial Officer and the Compliance Officer grant preclearance of a trade, the requestor may make the trade at any time within, but not after, five trading days of receipt of preclearance approval. If the requestor becomes aware of material nonpublic information concerning the Company before the trade is executed, the preclearance shall be void and the trade must not be completed.

D. **Transfers Pursuant to Rule 10b5-1**

1. Rule 10b5-1 Plans. Section 16 Parties and Access Persons are prohibited from trading in Company Securities other than: (i) pursuant to a written contract, letter of instruction or plan that complies with the requirements of Rule 10b5-1 and this Policy ("***Rule 10b5-1 Plan***"), or (ii) non-10b-5 Trades described below.

2. Rule 10b5-1 Plan Requirements. 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 Compliance Officer has approved the Rule 10b5-1 Plan, and has certified such approval at least 90 days in advance of the first trade thereunder;

   c. 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;

   d. The Rule 10b5-1 Plan must have a term of at least twelve months but no longer than 24 months; and

   e. The person establishing the 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; and

      (v) the Rule 10b5-1 Plan complies with the terms of this Policy.

   For the purposes of the notifications, certifications, and approvals in this Rule 10b5-1 Plan section, adequate notification or certification means that such notification or certification was completed via electronic means such as via the E-Trade platform. With respect to Rule 10b5-1 Plans by the Compliance Officer, any proposed plans must be approved by the Chief Financial Officer or the Chief Executive Officer.

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 is 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.

3. Post-Plan Approval Matters. 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.

4. Cooling-Off Period. The first trade under a Rule 10b5-1 Plan may not occur until the later of (A) the 91st day after the adoption of the Rule 10b5-1 Plan and (B) the third business day 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 (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***".

5. Rule 10b5-1 Plan Modifications; Amendments. Any Rule 10b5-1 Plan amendment, modification, or termination requires the prior approval of the Compliance Officer. Scheduled sales or purchases of Company pursuant to a Rule 10b5-1 Trading Plan will not be halted during the pendency of an amendment, suspension, or termination request. Modifying or changing the amount, price, or timing of the purchase or sale of Company 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***") is 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 above in "Rule 10b5-1 Plan Requirements" 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 has the right at any time to require additional and/or different requirements in connection with the amendment or termination of a trading plan in order to protect the requestor and the Company from potential liability.

   The Company discourages 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 requestor 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.

6. No Obligation to Approve Plans. The existence of the foregoing approval procedures does not in any way obligate the Compliance Officer to approve any trades requested 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.

7. No Single-Trade Plans. No person may adopt a single-trade Rule 10b5-1 Plan.

8. Multiple Plans. A person may have only one Rule 10b5-1 Plan in effect at any point in time, subject to the express approval of the Compliance Officer; *provided that* a person may adopt a new Rule 10b5-1 Plan to replace an existing one, but only if the first scheduled trade under the new Rule 10b5-1 Plan does not occur before the later of (i) the last scheduled trade of the existing Rule 10b5-1 Plan; and (ii) the one year anniversary of the adoption date of the existing Rule 10b5-1 Plan. For the avoidance of doubt, the new Rule 10b5-1 Plan must also comply with all other provisions governing Rule 10b5-1 Plans set forth in this Policy, including, without limitation, the Cooling-Off Period.

9. Other Trading Arrangements. Employees, officers or directors are prohibited from entering 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. **Non-10b5 Trades**

1. Non-10b5 Trades Permissible for Section 16 Parties and Access Persons. Section 16 Parties and Access Persons are prohibited from selling or disposing of Company Securities other than: (i) pursuant to a Rule 10b5-1 Plan, or (ii) Non-10b-5 Trades.

2. Non-10b5 Trade Definition. A Non-10b5 Trade is a (a) purchase of shares on the open market, (b) gift or transfer without consideration may be made by a Section 16 Party or Access Person to (i) any member of such person's immediate family (a "***Gift Transfer***"), (ii) any trust for the direct or indirect benefit of such Section 16 Party or Access Person or the immediate family of such person ("***Trust Transfer***"), or (iii) any charitable foundation established by such Section 16 Party or Access Person over which such person has dispositive power (a "***Charitable Transfer***"), or (c) gift or transfer by a Section 16 Party or Access Person to any donor advised fund or similar entity that is not a Rule 10b5-1 Plan.

3. Additional Requirements for Gifts, Trust Transfers, and Charitable Transfers. In addition to the other restrictions on trading and the other procedures set forth in this Policy, in the case of a Gift Transfer, a Trust Transfer, or a Charitable Transfer, the transferee must agree in writing prior to receiving the transferred Company securities: (i) to be bound by the terms of this Policy; and (ii) to solely trade or dispose of the transferred Company securities pursuant to a Rule 10b5-1 Plan.

F. **Transactions Not Involving A Purchase Or Sale**

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.

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, pay civil penalties up to three (3) times the profit made or loss avoided, pay a criminal fine of up to $5 million (individual violators) or $25 million (entity violators) and serve a jail term of up to twenty (20) 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 U.S. 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 U.S. 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. 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.

VIII. INQUIRIES

Please direct all inquiries regarding any of the provisions or procedures of this policy to the Compliance Officer.

IX. MISCELLANEOUS

A. **Waivers**. 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.

B. **Effective Date**. The effective date of this Policy is January 1, 2025. 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.

C. **Communication**. This Policy will be communicated to all employees, officers and directors upon its amendment and restatement by the Company, and to all new employees, officers and directors at the start of their employment or relationship with the Company in accordance with the Company's internal policies.

D. **Amendments**. 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.

Term	Definition
Access Persons	(i) all Dexcom Vice Presidents and above; (ii) all directors and above in the Legal, Finance and Corporate Development departments; and (iii) such other persons as determined by the Compliance Officer from time to time
Director-Level Employees	Each employee at a “director” level (or equivalent such as “principal”) or above who is not a Section 16 Party or an Access Person.
Executive Leadership Team	Chief Legal Officer and Chief Financial Officer, and the Section 16 Parties
Section 16 Parties	The executive officers and directors who are subject to the additional reporting provisions and trading restrictions of Section 16 of the Exchange Act, and the underlying rules and regulations promulgated by the SEC.

Exhibit 21.1

DEXCOM, INC.

SUBSIDIARY **(Name under which subsidiary does business)**	**JURISDICTION OF INCORPORATION**
DEXCOM INTERNATIONAL LIMITED	CYPRUS
ROADRUNNER GREEN LIMITED	IRELAND
DEXCOM (MALAYSIA) SDN. BHD.	MALAYSIA

Exhibit 23.1

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 14, 2025, 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, 2024.

/s/ Ernst & Young LLP

San Diego, California
February 14, 2025

Exhibit 31.1

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 14, 2025

By: /s/ KEVIN R. SAYER

Kevin R. Sayer
Chairman of the Board of Directors, President and
Chief Executive Officer
(Principal Executive Officer)

Exhibit 31.2

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 14, 2025

By: /s/ JEREME M. SYLVAIN
Jereme M. Sylvain
Executive Vice President and Chief Financial Officer
(Principal Financial and Accounting Officer)

Exhibit 32.1

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, 2024 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 14, 2025

/s/ KEVIN R. SAYER

Kevin R. Sayer
Chairman of the Board of Directors, President and
Chief Executive Officer
(Principal Executive Officer)

Exhibit 32.2

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, 2024 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 14, 2025

/s/ JEREME M. SYLVAIN
Jereme M. Sylvain
Executive Vice President and Chief Financial Officer
(Principal Financial and Accounting Officer)