



DEXCOM TERMS OF USE

THESE DEXCOM TERMS OF USE ARE EFFECTIVE AS OF FEBRUARY 25, 2021 AND REPLACE THE PRIOR DEXCOM TERMS OF USE.

These Terms of Use (this "**Agreement**") are available in other languages and may be viewed by going to our Website and selecting your country of residence. This Agreement is between DexCom, Inc. and its subsidiaries DexCom (UK) Limited, DexCom Sweden AB, DexCom (UK) Intermediate Holdings Ltd., DexCom Operating Ltd., DexCom (UK) Distribution Limited, DexCom Deutschland GmbH, Nintamed Handels GmbH, DexCapital, LLC, DexCom (Canada), Inc., DexCom International Ltd., DexCom Philippines, DexCom International Limited, Nicosia, Zweigniederlas-sung Horw, SweetSpot Diabetes Care, Inc., The Glucose Program, LLC and Type Zero Technologies, Inc. (collectively, "**Dexcom**," **we** " or "**us**") and you concerning your use of (including any access to): (a) the DexCom website located at www.dexcom.com and the pages and the other DexCom websites accessible from such site (collectively, our "**Website**"), (b) the software applications we make available for download or access at our Website, at the Apple® App Store or at other cell phone service provider locations or other locations we indicate ("**Software Apps**"), (c) any DexCom products ("**DexCom Products**"), and (d) data services made available by DexCom through the internet to users of DexCom Products or Software Apps that provide and permit the access, collection, storage, processing, analysis and/or transmission of data generated by a DexCom Product or Software App ("**Data Services**"). We refer to our Website and our Data Services as the "**DexCom Services**." We refer to you, and any minor child or other person for whose use and on whose behalf you have the legal right to purchase a DexCom Product, as a "**User**." Certain DexCom Products require a prescription ("**Prescription Device**"), and such DexCom Products may only be used by the person for whom the prescription was issued (that person is referred to as the "**Prescription Device User**").

This Agreement also sets forth the agreement between any DexCom subsidiary, including The Glucose Program, LLC, that links to this Agreement, and you, concerning the following, with references to DexCom, we or us in this Agreement referring to that subsidiary: your use of (including any access to): (a) any website provided by such subsidiary (included in the term our "**Website**"), (b) any software applications made available by such

subsidiary at our Website (included in the term "**Software Apps**"), and (c) any data services made available by such subsidiary through the internet that provide and permit the access, collection, storage, processing, analysis and/or transmission of data generated by a DexCom Product or a Software App (included in the term "**Data Services**"). This agreement may be enforced by any 3rd party referred to herein. These Terms of Use may be rescinded or varied without the consent of any 3rd party.

By using (including accessing) any DexCom Product, DexCom Service or Software App or by clicking "accept" to this Agreement, you are agreeing to this Agreement.

PLEASE NOTE THAT THIS AGREEMENT CONTAINS A MANDATORY ARBITRATION OF DISPUTES PROVISION THAT REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS, TO THE EXTENT PERMITTED BY APPLICABLE LAW.

For your convenience, we have phrased some of the terms of this Agreement in a question and answer format. All of the following terms are a single legal agreement between you and DexCom, or you and a DexCom subsidiary. If a word or phrase is framed in this Agreement by "**Quotation Marks**" and marked in bold text, it means that the word or phrase may be used again, and it will have the same meaning as set forth in the sentence containing the word or phrase in quotation marks and bold text.

1. Scope of this Agreement; Not Medical or Healthcare Services.

1.1 DexCom Services are not medical or healthcare services. You understand that DexCom is not a healthcare professional and does not provide medical, health or other professional services or advice, nor do we verify the accuracy of User Data (as such term is defined in Section 5.2 below). DexCom Services and Software Apps are not replacements for proper medical care, and you agree that the User or Prescription Device User, as applicable, is solely responsible for obtaining proper treatment for his or her conditions. You may provide the information and reports received from Data Services to the User's or Prescription Device User's (as applicable) healthcare providers at your own responsibility, understanding that the Software Apps and Data Services are provided without warranty except as required by law or as otherwise expressly set forth in this Agreement.

1.2 Are there additional terms that apply to your use of DexCom Services or DexCom Products? Yes, in addition to the terms set forth in this Agreement, any other terms and conditions that we post or make available through any DexCom Service, or otherwise make available to you, apply to your use of DexCom Services, Software Apps and DexCom Products and are incorporated into and made a part of this Agreement. These additional terms include (but are not limited to) the following:

- any description located on [our Website](#);
- third-party copyright and other notices located on [our Website](#);
- DexCom copyright and trademark notices located on [our Website](#);
- any terms in any documentation provided by DexCom in the manual or packaging for a DexCom Product, Software App or DexCom Service, or otherwise provided to you by DexCom, including any Instructions for Use, Indications for Use, Contraindications and Product Warnings and Safety Statements ("**DexCom Product Labeling**");
- Any consent or authorization you sign in connection with your use of DexCom Services or DexCom Products;
- our Privacy Policy located on our Website ("[Privacy Policy](#)") and
- Our Private Short Code Terms of Use ("[Text Messaging](#)")

1.3 Where can you use the DexCom Services, DexCom Products and Software Apps? Anyone may use the DexCom Services, DexCom Products and Software Apps, but the DexCom Products are provided by DexCom from the United States. The DexCom Services and Software Apps are provided by DexCom from the United States and are not intended to subject DexCom to any jurisdiction or law other than as provided in Section 7 below.

1.4 Who should you contact if you have questions about your DexCom Product? If you have purchased a DexCom Product directly from DexCom and have questions concerning your Dexcom Product, please contact DexCom. If you are in a jurisdiction where you have purchased a DexCom Product through a third-party distributor, please contact the distributor from which you purchased the Dexcom Product.

2. Changes

2.1 Can DexCom change the terms of this Agreement? Yes, subject to applicable law, DexCom can change the terms of this Agreement by notifying you of such changes by any reasonable means, including by posting a

notice of new terms to our Website. Your clicking "accept" to the new terms or your continued use of any DexCom Product, DexCom Service or Software App, for seven (7) days without objecting to the new terms, after any such change is acceptance of the new terms. Any such changes will not apply to any dispute between you and us arising prior to the date on which we notified you of the revised Agreement incorporating such changes. If you do not agree with the new terms, you have the right to discontinue your use of the DexCom Services and Software Apps as described in Section 6.2 below (titled "Can you terminate your use of DexCom Services or your use of Software Apps?").

2.2 Can DexCom change DexCom Services or Software Apps? DexCom Services and Software Apps, and the business, development and activities of DexCom, are subject to change to, for example, add new App features, develop additional services to support new functionality, and offer new intergrations, as determined from time to time by DexCom in its discretion by notifying you of such changes by any reasonable means, including our posting of a notice on our Website or otherwise providing you with notice through the applicable DexCom Service or Software App. Subject to applicable law, your continued use of the applicable DexCom Service or Software App, for seven (7) days without objecting the change, after any such change is acceptance of the change. We reserve the right to introduce new features or functionality for which the payment of fees may be required. If you do not agree with the changes, as described in Section 6.2 below (titled "Can you terminate your use of DexCom Services or your use of Software Apps?"), you have the right to discontinue your use of the DexCom Services, DexCom Products and Software Apps.

3. What is Required for you to use our Website? Our Website is accessible through the internet by any smart phone or other smart device (we refer to each as a "**Smart Device**") or computer, in each case with a compatible browser. You are responsible for each computer or Smart Device you use to access our Website, including providing and maintaining properly running compatible updated software, a suitable internet connection, and an appropriate firewall and virus scanning software.

4. Using the DexCom Store

4.1 What is the DexCom Store? The DexCom Store is accessible through our Website and is an online store where users of DexCom Products may be able to purchase or obtain certain items used in connection with the use of DexCom Products. A DexCom Store account may also be required for the download or use of certain

DexCom Products, DexCom Services and Software Apps. The DexCom Store may only be used by residents of those jurisdictions shown on the DexCom website.

4.2 What is Required for you to use the DexCom Store? Each User of the DexCom Store must have properly purchased a DexCom Product for the User's personal use or the Prescription Device User. The User must have set up a proper DexCom Store account; and must purchase items solely for use in connection with that DexCom Product.

4.3 Rules for Use of the DexCom Store. You must use the DexCom Store in your own name only. You must use your own credit card (or a card you are lawfully authorized to use for the benefit of the User), and you must comply with all requirements of the credit card provider. You agree to only purchase DexCom Products for personal use by or on behalf of the Prescription Device User. DexCom Products purchased through the DexCom Store, where available, are subject to the warranty and return policy included in the DexCom Product Labeling. All DexCom Products are shipped by the DexCom Store FOB the DexCom shipping dock, which means that title transfers to you when DexCom places the items ordered with a shipper for transportation, and you bear the risk while the items are in transit.

5. Using Our Data Services and Software Apps

5.1 What are our Software Apps? We may provide Software Apps for your use on your computer or Smart Devices in connection with your use of DexCom Products. Software Apps may provide stand-alone functionality, may be used in connection with our Data Services, or both.

5.2 What are our Data Services? Our Data Services are intended to allow a User or Prescription Device User, as applicable, to use the data generated by, or created in connection with the use of, their DexCom Product ("**User Data**") for which the Data Service is compatible ("**User Device**") to help the User or Prescription Device User, as applicable, manage his or her diabetes in accordance with the applicable DexCom Product Labeling. Use of our Data Services requires an internet-enabled Smart Device or computer. Each Data Service receives User Data from a Software App that is downloaded to your Smart Device or computer. Our Data Services process User Data applying proprietary methodologies, provide data, and where applicable, provide reports, to Users or Prescription Device Users. Our Data Services may also permit Users or Prescription Device Users to share User

Data, reports and other information relating to the User or Prescription Device User. Prescription Device Users are entitled to provide, or direct the Data Service to provide, such data and reports to others as they determine at their own responsibility. You acknowledge and agree that Data Services are not a substitute for regular monitoring and medical care, and that you will ensure that all appropriate treatment, attention and efforts are made by and for the benefit of the User or Prescription Device User, as applicable, to maintain his or her health and wellness. Our collection, storage and transmission of User Data and any other information that you provide to DexCom through DexCom Services and Software Apps is governed by the [Privacy Policy](#).

5.3 What is required for you to use our Data Services and Software Apps? Each Data Service or Software App may require the creation of a DexCom user account on our Website ("**User Account**"). If so, you are required to accurately complete and maintain the User Account and to provide us with all required information. You are responsible for obtaining, maintaining and paying for all hardware, software and telecommunications and other services necessary for the use of the Data Services and/or the Software Apps including, but not limited to, properly running compatible updated software, a suitable internet connection, an appropriate firewall and virus scanning software, a proper cable to connect your User Device to your computer or to a Smart Device, and a properly maintained User Device.

5.4 How do you use our Data Services? Our Data Services may directly interface and interoperate with your DexCom Product or may require the download of a Software App. Certain Data Services may allow you to send your User Data to certain third parties selected by you. By selecting the third party (which may be a person, a software app, or another business), you are authorizing us to send your User Data to each party you select. DexCom does not verify or validate any information regarding such third parties or the information you have provided regarding them. Once your information has been provided to a third party designated by you, DexCom has no further control or responsibility regarding that information. Our collection, storage and transmission of data in connection with Data Services is governed by the [Privacy Policy](#). You are responsible for connecting your computer or Smart Device running the Software App or Data Service to the internet.

5.5 Third-Party Software Updates. Our Software Apps run on specific versions of third party operating systems and browser software for your computer or Smart Device ("**Platform Software**"). When the third-party provider issues an update to Platform Software, we will require additional time to provide a compatible update to the Software App. If you update Platform Software prior to our making available an appropriate update to a

Software App, you may no longer be able to use the Software App you have been using, or the Software App may not properly function. We may determine not to provide a compatible update to the Software App, and therefore before you update Platform Software, you should first check the applicable location where you originally downloaded the Software App to determine if an update to the Software App or Data Service is needed. We may automatically download and install updates to our Software Apps for time to time, and you agree to receive such updates (and permit us to deliver these updates) as part of your use of the Software Apps.

5.6 Consistent Use. Certain DexCom Products, DexCom Services and Software Apps will archive and store the data generated by the applicable User Device (which archival and storage is governed by the [Privacy Policy](#)). As a result, such DexCom Products, DexCom Services and Software Apps must be used only with the applicable User Device and associated User Account. Failure to do so may (1) cause the applicable DexCom Product, DexCom Service or Software App to perform improperly, or not to perform at all, (2) corrupt the User Data, or (3) cause inaccurate User Data to be associated with the User or cause the User Data to be inaccurately displayed or analyzed.

5.7 What rights do you have to the DexCom Services and the Software Apps? Upon your acceptance of this Agreement, and so long as you comply with the terms of this Agreement, until either party terminates this Agreement, DexCom grants you the personal, limited and nonexclusive right to use (a) our Website for your personal noncommercial use, (b) Data Services as they are intended to be used as described at the relevant page of our Website or in materials provided through the Data Services, and (c) Software Apps as they are intended to be used as described at the relevant page of our Website, in the Software App or in materials provided by us with or for the Software App or the DexCom Product for which the Software App is compatible, all in accordance with the terms of this Agreement. DexCom and the third parties from which we license certain technology ("licensors") own all right, title and interest to the DexCom Services and the Software Apps; the information, artwork and other content available through or at DexCom Services and Software Apps; the processes, methodologies, documents and other materials we use to provide the DexCom Services and Software Apps or that we provide to you in connection with your use of DexCom Products, DexCom Services, or Software Apps; and all patent, copyright, trademark, trade secret, and other rights of any nature arising from or relating in any way to DexCom Products, DexCom Services, and Software Apps ("**Intellectual Property Rights**"). DexCom Products, DexCom Services and Software Apps are subject to the notices of Intellectual Property Rights provided by DexCom on our Website, and you must abide by the requirements in all such notices. All

Intellectual Property Rights are reserved by DexCom and its licensors, and no Intellectual Property Rights are granted to you except as set forth in this Section 5.7. Trademarks, servicemarks, trade dress, logos, names and other symbols identifying DexCom, DexCom Services, DexCom Products, and Software Apps, and the goodwill relating thereto, are owned by DexCom and its licensors. You may not remove or alter any notice provided by DexCom on or in connection with DexCom Products, DexCom Services or Software Apps.

5.8 What third-party requirements do you have to comply with? DexCom Products, DexCom Services and Software Apps may include software, data or other items licensed to us by third parties. Your use of such third-party items is subject to the provisions of this Agreement, except as required otherwise by the applicable licensor. You must comply with the additional license provisions required by vendors of such third-party items posted by us at our Website or which we otherwise provide or make available to you, as they are amended by us from time to time. The version of such license provisions that is applicable to your use is incorporated into and made a part of this Agreement.

5.9 What age do you have to be to use DexCom Services or Software Apps? By agreeing to this Agreement, you are representing that you of the age of majority of the country in which you reside and have the legal capacity to enter into this Agreement.

5.10 Can you use third-party software or equipment with DexCom Products, DexCom Services or Software Apps? DexCom does not endorse, recommend or validate any third-party software or equipment for use with DexCom Products, DexCom Services or Software Apps. Any use by you of any such third-party software or equipment is at your sole risk. We have no responsibility or liability arising from your use of such third-party software or equipment, such as damage to your DexCom Products or problems, inaccuracies or malfunctions in DexCom Products, DexCom Services or Software Apps arising from such use.

5.11 What other restrictions apply to your use of DexCom Services and Software Apps? You will not, and you will not permit anyone under your control to, do or attempt to do any of the following:

- use DexCom Services or Software Apps to harm, threaten, or harass any person or organization;
- use DexCom Products, DexCom Services or Software Apps for commercial purposes or to benefit any third party;
- use or attempt to use any unauthorized means to modify, reroute, or gain access to DexCom Services;

- damage, disable, overburden, interfere with or impair DexCom Services (or any network or device connected to a DexCom Service);
- enable unauthorized third-party applications to access DexCom Products or DexCom Services or interface with any Software App;
- share your account password or otherwise authorize a third party to access or use DexCom Services or Software Apps on your behalf unless we provide an approved mechanism;
- sublicense or transfer any of your rights under this Agreement;
- modify, copy or make derivative works based on any DexCom Service or Software App;
- reverse engineer or derive the source code for any DexCom Product, DexCom Service or Software App not provided to you in source code form, except to the extent such restriction is expressly prohibited by applicable law;
- create Internet "links" to or from any DexCom Service or "frame" or "mirror" any content which forms part of any DexCom Service or Software App;
- use any automated process or service (such as a bot, a spider, or periodic caching of information) to access or use any DexCom Service or Software App, or to copy or scrape data from any DexCom Product, DexCom Service or Software App;
- otherwise use any DexCom Product, DexCom Service or Software App in any manner that exceeds the scope of use granted to you in this Agreement or set forth in any DexCom Product Labeling; or
- use unauthorized software or hardware to access any DexCom Product, DexCom Service or Software App or to modify any DexCom Product, DexCom Service, Software App in any unauthorized way (e.g., through unauthorized repairs, unauthorized upgrades or unauthorized downloads).

5.12 What can happen if you misuse your DexCom Product, Service or Software App? Misusing a DexCom Product, DexCom Service or Software App, improperly accessing it or the information it processes and transmits, or taking other unauthorized actions may put the User (or their User Data) at risk, cause the DexCom Product, Service or Software App to malfunction, or otherwise prevent or hinder the proper and intended use of the DexCom Product, Service or Software App. Accordingly, any such misuse is not permitted. Such misuse includes (but is not limited to) "jailbreaking" a DexCom Product, which means the unauthorized removal of security restrictions on a DexCom Product for any purpose, including to permit the installation of unauthorized software or to retrieve data from such DexCom Product. In addition, "jailbreaking" a Smart Device used in connection with any Software App, DexCom Product or DexCom Service may put the User (or their User Data) at risk or otherwise prevent or hinder the proper and intended use of such Software App, DexCom Product or DexCom Service.

5.13 What happens if DexCom Services or Software Apps are unavailable? DexCom Services and Software Apps may be interrupted or unavailable, and if they are, you must rely upon direct use of the User Device for the User or Prescription Device User's, as applicable, health monitoring.

5.14 What happens if you provide feedback to DexCom? You may provide written or verbal feedback, suggestions, comments, or input to us relating to DexCom Services, Software Apps, DexCom Products, User Devices, or other opportunities for our existing or future activities ("**Feedback**"). By providing Feedback to us, you grant to us the worldwide, nonexclusive, unrestricted, perpetual, irrevocable (on any basis whatsoever), royalty free right for us to use such Feedback in any way we determine, including through third parties, without any obligation to you for compensation, attribution, accounting or otherwise. You will only provide to us Feedback for which you have the right to grant to us the rights listed in the preceding sentence.

5.15 By purchasing, registering or using DexCom Products, DexCom Services or Software Apps, you are making certain assurances to DexCom. You represent, warrant and agree that all information you provide to us will be true, accurate, current and complete, and you will only use DexCom Services, DexCom Products and Software Apps for the personal benefit of the applicable User or Prescription Device User, as applicable, in accordance with this Agreement.

5.16 DexCom is not responsible for third-party matters. Without limiting the provisions of this Agreement or expanding the scope of DexCom's responsibilities, DexCom is not responsible for outages or defects in power, telecommunications, computers, Smart Devices, third party software and any other event outside of DexCom's direct control.

6. Suspension and Termination of DexCom Services

6.1 Can DexCom suspend or terminate DexCom Services or Software Apps? To the extent permitted by applicable law, DexCom can suspend or terminate any DexCom Service or Software App, or suspend or terminate your right to use any DexCom Service or Software App, as it determines for any valid reason. By way of example, we may suspend or terminate a DexCom Service or Software App if you have, or if we reasonably believe you have, violated this Agreement, or in connection with any event or legal development beyond our control that hinders or prevents our ability to offer any DexCom Service or Software App. To the extent

reasonable, we will notify you at least twenty-four (24) hours in advance of any such suspension or termination. However, if you materially violate this Agreement (including any use of DexCom's resources that exceeds or circumvents DexCom's reasonable restrictions, such as accesses, calls or other uses of any application programming interface or server resources that DexCom makes available), we can immediately suspend or terminate your right to use any DexCom Service or Software App. In addition, we have no obligation to support any version of a DexCom Product, DexCom Service or Software App once a new version of such DexCom Product, DexCom Service or Software App is released.

6.2 Can you terminate your use of DexCom Services or your use of Software Apps? You may terminate your use of any DexCom Service by ceasing your use of the DexCom Service. You may terminate your use of any Software App by deleting it from your Smart Device, removing it from your Windows® based computer using your operating system removal procedures, or removing it from your Apple® based computer by downloading an uninstall program from our Website. You are not obligated to continue using any Data Service or Software App whether you terminate or not.

6.3 What happens if your use of a DexCom Service is terminated? If your use of a DexCom Service or Software App is terminated for any reason, (a) we may retain all of your Personal Information (as defined in the [Privacy Policy](#)) associated with your use of a DexCom Product, Software App or a DexCom Service for which you are registered as long as it is required or permitted by applicable law, (b) your rights to use the DexCom Service or Software App will terminate, and (c) Sections 1, 5.2 (last sentence only), 5.9, 5.11, 5.14, 5.15, 5.16, 6.3, and 7-18 will survive such termination and continue to apply to the parties. If you later re-activate your account, and we have retained your Personal Information, we would re-associate your retained Personal Information with your newly re-activated account if we are able to do so, provided that you provide us with appropriate information enabling us to make the proper association. Notwithstanding the foregoing, if your use of a Software App or DexCom Service is terminated for any reason, we may, without liability to you or any third party, immediately deactivate or delete your user name, password and account, and all associated materials (including Personal Information), without any obligation to provide any further access to such materials.

7. Disputes and Governing Law

7.1 How are disputes resolved under this agreement?

TO THE EXTENT PERMITTED BY APPLICABLE LAW, AND SUBJECT TO THE COUNTRY-SPECIFIC PROVISIONS BELOW, EXCEPT FOR DISPUTES THAT QUALIFY FOR SMALL CLAIMS COURT, ALL DISPUTES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR ANY ASPECT OF THE RELATIONSHIP BETWEEN YOU AND DEXCOM, WHETHER BASED IN CONTRACT, TORT, STATUTE, FRAUD, MISREPRESENTATION OR ANY OTHER LEGAL THEORY (EACH, A "DISPUTE"), WILL BE RESOLVED THROUGH FINAL AND BINDING ARBITRATION BEFORE A NEUTRAL ARBITRATOR INSTEAD OF IN A COURT BY A JUDGE OR JURY, AND YOU AGREE THAT DEXCOM AND YOU ARE EACH WAIVING THE RIGHT TO TRIAL BY A JURY. YOU AGREE THAT ANY ARBITRATION UNDER THIS AGREEMENT WILL TAKE PLACE ON AN INDIVIDUAL BASIS. YOU FURTHER AGREE THAT CLASS ARBITRATIONS AND CLASS ACTIONS ARE NOT PERMITTED, AND THAT YOU ARE AGREEING TO GIVE UP THE ABILITY TO PARTICIPATE IN A CLASS ACTION. THE ARBITRATION WILL BE ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION ("AAA") UNDER ITS CONSUMER ARBITRATION RULES (CURRENTLY AVAILABLE [HERE](#)), AS AMENDED BY THIS AGREEMENT. THE ARBITRATOR WILL CONDUCT HEARINGS, IF ANY, BY TELECONFERENCE OR VIDEOCONFERENCE, RATHER THAN BY PERSONAL APPEARANCES, UNLESS THE ARBITRATOR DETERMINES UPON REQUEST BY YOU OR BY US THAT AN IN-PERSON HEARING IS APPROPRIATE. ANY IN-PERSON APPEARANCES WILL BE HELD AT A LOCATION WHICH IS REASONABLY CONVENIENT TO BOTH PARTIES WITH DUE CONSIDERATION OF THEIR ABILITY TO TRAVEL AND OTHER PERTINENT CIRCUMSTANCES. IF THE PARTIES ARE UNABLE TO AGREE ON A LOCATION, SUCH DETERMINATION SHOULD BE MADE BY THE AAA OR BY THE ARBITRATOR. THE ARBITRATOR'S DECISION WILL FOLLOW THE TERMS OF THIS AGREEMENT AND WILL BE FINAL AND BINDING. THE ARBITRATOR WILL HAVE AUTHORITY TO AWARD TEMPORARY, INTERIM OR PERMANENT INJUNCTIVE RELIEF OR RELIEF PROVIDING FOR SPECIFIC PERFORMANCE OF THIS AGREEMENT, BUT ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF WARRANTED BY THE INDIVIDUAL CLAIM BEFORE THE ARBITRATOR. THE AWARD RENDERED BY THE ARBITRATOR MAY BE CONFIRMED AND ENFORCED IN ANY COURT HAVING JURISDICTION THEREOF. NOTWITHSTANDING ANY OF THE FOREGOING, NOTHING IN THIS AGREEMENT WILL PRECLUDE YOU FROM BRINGING ISSUES TO THE ATTENTION OF FEDERAL, STATE OR LOCAL AGENCIES AND, IF THE LAW ALLOWS, THEY CAN SEEK RELIEF AGAINST US FOR YOU.

Some jurisdictions outside the United States may not allow for arbitration of certain Disputes in certain circumstances. To the extent that you are a resident of such jurisdiction, and this arbitration provision is found to be unenforceable by a court within such jurisdiction in connection with a Dispute between you and DexCom, such Dispute will instead, to the extent permitted by applicable law, be resolved exclusively in the federal and

state courts located in San Diego, California, and you and DexCom each waive any jurisdictional, venue or inconvenient forum objections to such courts.

7.2 What laws govern this agreement? Except to the extent prohibited by applicable law, the terms of this Agreement are governed by the laws of the State of California, U.S.A., without regard to its principles of conflicts of law and regardless of your location.

7.3 Notice of Dispute. In the event of a dispute arising under or relating to this Agreement, the disputing party must provide the other party with written notice of the dispute, including the facts giving rise to the dispute and the relief sought by the disputing party. We will provide such notice by email to your email address. You will provide such notice to DexCom by mail or overnight delivery at the following address: General Counsel, DexCom, Inc., 6340 Sequence Drive, San Diego, California 92121, United States.

7.4 Equitable Relief. Any violation of a party's intellectual or industrial property rights will cause the non-violating party irreparable harm for which monetary damages are an inadequate remedy, and the non-violating party is entitled to temporary, preliminary and permanent injunctive relief and specific performance without the posting of bond or other security, or if required, the minimum bond or security required.

8. No Warranties

8.1 EXCEPT TO THE EXTENT REQUIRED BY APPLICABLE LAW, AND EXCEPT FOR ANY LIMITED WARRANTY INCLUDED IN THE APPLICABLE DEXCOM PRODUCT'S LABELING, DEXCOM PRODUCTS, DEXCOM SERVICES AND SOFTWARE APPS ARE PROVIDED "AS-IS" AND ON AN "AS AVAILABLE" BASIS WITHOUT ANY WARRANTY, EXPRESS OR IMPLIED, AND YOU USE DEXCOM PRODUCTS, DEXCOM SERVICES AND SOFTWARE APPS AT YOUR OWN RISK.

8.2 EXCEPT TO THE EXTENT THAT SUCH LIMITATION IS PROHIBITED UNDER APPLICABLE LAW, DEXCOM DISCLAIMS ALL IMPLIED WARRANTIES OR CONDITIONS, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A SPECIFIC PURPOSE OR USE, QUIET ENJOYMENT, ACCURACY, OPERATION, COMPLIANCE WITH DOCUMENTATION AND NON-INFRINGEMENT. DEXCOM DISCLAIMS, AND THIS AGREEMENT DOES NOT INCLUDE, THE PROVISIONS OF THE UNIFORM COMPUTER INFORMATION

TRANSACTIONS ACT, THE UNIFORM COMMERCIAL CODE, THE UN CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS, AND ANY OTHER PROVISIONS IMPLIED INTO THIS AGREEMENT IF NOT DISCLAIMED.

8.3 DEXCOM DOES NOT MAKE ANY WARRANTIES THAT DEXCOM PRODUCTS, DEXCOM SERVICES, SOFTWARE APPS, OR ANY DATA OR REPORTS PROVIDED BY DEXCOM, WILL MEET YOUR REQUIREMENTS, BE RETRIEVABLE, UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE OR THAT ALL ERRORS WILL BE CORRECTED.

8.4 DEXCOM DOES NOT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF DEXCOM PRODUCTS, DEXCOM SERVICES OR SOFTWARE APPS.

8.5 DEXCOM DOES NOT WARRANT ANY THIRD-PARTY DEVICE, SMART DEVICE, SOFTWARE, SERVICE OR DATA THAT YOU MAY USE IN CONNECTION WITH ANY DEXCOM PRODUCT, SOFTWARE APP OR DEXCOM SERVICE, WHETHER OR NOT SUCH THIRD PARTY ITEM IS DESCRIBED IN, OR AVAILABLE OR CAN BE CONNECTED TO THROUGH, ANY DEXCOM PRODUCT, SOFTWARE APP OR DEXCOM SERVICE.

8.6 NO INFORMATION OR COMMUNICATIONS, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM OR THROUGH DEXCOM, DEXCOM PRODUCTS, DEXCOM SERVICES OR SOFTWARE APPS WILL CREATE ANY WARRANTY, EXCEPT FOR ANY LIMITED WARRANTY INCLUDED IN THE APPLICABLE DEXCOM PRODUCT'S LABELING. THIS DOES NOT APPLY TO YOUR RIGHTS WITH RESPECT TO DEFECTIVE OR FAULTY DEXCOM PRODUCTS.

8.7 DEXCOM DOES NOT WARRANT THE ACCURACY OF ANY USER DEVICE, AND THE USER DATA UPLOADED FROM ANY USER DEVICE AND RECEIVED BY DEXCOM IS PROVIDED TO THE USER "AS-IS." DEXCOM DOES NOT ASSUME ANY OBLIGATION TO, AND DOES NOT WARRANT THAT IT WILL, CREATE OR INCLUDE ADDITIONAL FEATURES OR FUNCTIONALITY FOR DEXCOM PRODUCTS, DEXCOM SERVICES OR SOFTWARE APPS.

8.8 EXCEPT AS INCLUDED IN ANY DEXCOM PRODUCT LABELING, AND WITHOUT LIMITING YOUR RIGHTS UNDER APPLICABLE LAW, IF YOU ARE DISSATISFIED WITH ANY PORTION OF DEXCOM PRODUCTS, DEXCOM

SERVICES OR SOFTWARE APPS, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE THEIR USE.

9. Liability Limitations and Your Responsibility

9.1 SUBJECT TO PARAGRAPH 9.7, TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT WILL DEXCOM'S AFFILIATES, LICENSORS, SUPPLIERS AND OTHER THIRD PARTIES WITH WHICH DEXCOM HAS A CONTRACTUAL RELATIONSHIP (INCLUDING ITS AND THEIR OFFICERS, DIRECTORS, EMPLOYEES, CONSULTANTS, AND AGENTS) HAVE ANY LIABILITY WHATSOEVER ARISING FROM OR RELATING TO DEXCOM PRODUCTS, DEXCOM SERVICES, SOFTWARE APPS, OR THIS AGREEMENT, WHETHER FOR DIRECT OR ANY OTHER TYPE OF DAMAGES WHATSOEVER.

9.2 SUBJECT TO PARAGRAPH 9.7, EXCEPT TO THE EXTENT THAT SUCH LIMITATION IS PROHIBITED UNDER APPLICABLE LAW, NEITHER DEXCOM, ITS AFFILIATES, NOR ITS OR THEIR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR SUPPLIERS (COLLECTIVELY, "DEXCOM PARTIES") SHALL BE LIABLE FOR ANY DAMAGES ARISING FROM THE USE OF OR INABILITY TO USE DEXCOM PRODUCTS, DEXCOM SERVICES OR SOFTWARE APPS.

9.3 SUBJECT TO PARAGRAPH 9.7, EXCEPT TO THE EXTENT THAT SUCH LIMITATION IS PROHIBITED UNDER APPLICABLE LAW, NONE OF THE DEXCOM PARTIES SHALL BE LIABLE FOR ANY CONSEQUENTIAL, UNFORESEEABLE, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES OR DAMAGES RESULTING FROM LOSS OF DATA OR BUSINESS INTERRUPTION WHETHER THE CLAIM OR DAMAGES ARE BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), EXTRA-CONTRACTUAL LIABILITY, STRICT LIABILITY OR ANY OTHER LEGAL THEORY, EVEN IF DEXCOM, ITS AFFILIATES OR A PERSON AFFILIATED WITH EITHER OF THEM HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES EXCLUDED IN THIS SECTION 9, AND EVEN IF SUCH EXCLUSIONS CAUSE THIS AGREEMENT OR ANY REMEDY TO FAIL OF ITS ESSENTIAL PURPOSE.

9.4 SUBJECT TO PARAGRAPH 9.7, EXCEPT TO THE EXTENT THAT SUCH LIMITATION IS PROHIBITED UNDER APPLICABLE LAW, NONE OF THE DEXCOM PARTIES SHALL BE LIABLE FOR TOTAL DAMAGES FOR ALL CLAIMS ARISING FROM OR RELATING TO THIS AGREEMENT, DEXCOM PRODUCTS, DEXCOM SERVICES AND/OR SOFTWARE APPS IN AN AGGREGATE AMOUNT GREATER THAN \$500.

9.5 SUBJECT TO PARAGRAPH 9.7, EXCEPT TO THE EXTENT THAT SUCH EXCLUSION OR LIMITATION IS PROHIBITED UNDER APPLICABLE LAW, NONE OF THE DEXCOM PARTIES SHALL BE LIABLE FOR THE ACTIONS OR OMISSIONS OF A USER OR ANY THIRD PARTY.

9.6 SUBJECT TO PARAGRAPH 9.7, SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR CERTAIN DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS AND DISCLAIMERS (INCLUDING, WITHOUT LIMITATION, THOSE SET OUT IN SECTION 8) MAY NOT APPLY TO YOU, AND YOU MAY HAVE CERTAIN ADDITIONAL RIGHTS. TO THE EXTENT THAT WE MAY NOT, AS A MATTER OF APPLICABLE LAW, DISCLAIM ANY IMPLIED WARRANTY OR LIMIT OUR LIABILITIES, THE SCOPE AND DURATION OF SUCH WARRANTY AND THE EXTENT OF OUR LIABILITY WILL BE THE MINIMUM PERMITTED UNDER SUCH APPLICABLE LAW, AND THIS AGREEMENT WILL BE DEEMED MODIFIED TO THE MINIMUM EXTENT NECESSARY TO COMPLY WITH SUCH APPLICABLE LAW.

9.7 Nothing in this Section 9 is intended to limit or exclude liability where such liability is mandatory under applicable law and arises from the following: (a) death or personal injury resulting directly from willful or negligent act(s) or omission by DexCom or any of its employees or agents; (b) any fraudulent misrepresentation on the part of DexCom; (c) any breach of an essential contractual duty; (d) any willful misconduct on the part of DexCom; (e) for UK residents, Section 12 of The Sale of Goods Act 1979; or (f) any term which cannot be excluded by virtue of sections 31, 47 and 57 of the Consumer Rights Act 2015.

9.8 Your Responsibility. Except to the extent prohibited under applicable law, you agree to indemnify, defend and hold harmless DexCom, our affiliates, licensors, suppliers and other contract relationships (including the officers, directors, employees, consultants, and agents of each) from and against any and all third-party claims, liabilities, damages, losses, costs, expenses, fees (including reasonable attorneys' fees and court costs) that such parties may incur as a result of or arising from (1) any information you submit, post or transmit through DexCom Services or Software Apps, (2) your use of DexCom Products, DexCom Services or Software Apps, (3) your violation of this Agreement, or (4) your violation of any rights of any other person or entity.

10. Notices; Questions or Complaints.

Except as expressly provided elsewhere in this Agreement, we will provide any notice under this Agreement by email to your email address. You will provide any notice under this Agreement to DexCom (or contact us regarding any question or complaint) by mail or overnight delivery at the following address: General Counsel, DexCom, Inc., 6340 Sequence Drive, San Diego, California 92121, United States. If you have a question or complaint regarding the Service, and you are in a jurisdiction where you have purchased a DexCom Product through a third-party distributor, please contact the third-party distributor from whom you purchased your DexCom Product. If you are located in the United States, send an e-mail to CustomerService@dexcom.com, or call us at (888) 738-3646. Please note that e-mail communications will not necessarily be secure. Accordingly, you should not include credit card information or other sensitive information in your e-mail correspondence with us. California residents may reach the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by mail at 1625 North Market Blvd., Sacramento, California 95834, or by telephone at (916) 445-1254 or (800) 952-5210.

11. Severability.

In the event that any court holds any provision of this Agreement to be void, invalid or unenforceable, such provision will be modified to the minimum extent necessary to be effective, valid and enforceable while preserving the original intentions of the parties to the greatest extent possible, and the other provisions of this Agreement will remain in full force and effect and enforceable according to their terms.

12. Assignment.

We may assign this Agreement in whole or in part at any time without notice (except to the extent such notice is mandatory under applicable law, in which case such notice may be made via a posting to our Website). You may not assign this Agreement or transfer any rights to use DexCom Services or Software Apps.

13. Export Restrictions.

The Software Apps may be subject to United States export control laws. As a result, you represent, warrant and covenant that you are not (a) located in, or a resident or a national of, any country subject to a United States government embargo or other restriction or any country that has been designated by the United States

government as a "terrorist supporting" country ([click here](#) for more information); and (b) on any of the United States government lists of restricted end users (for example, including the "Specially Designated Nationals" list available [here](#)).

14. Minors.

We hereby notify you that parental control protections (such as computer hardware, software or filtering services) are commercially available that may assist you in limiting access to material that is harmful to minors. Information identifying current providers of such protections is available from [OnGuard Online](#). Please note that DexCom does not endorse any of the products or services listed on such sites.

15. Apple-Specific Terms.

In addition to the foregoing, and notwithstanding anything to the contrary herein, the following provisions apply with respect to your use of any version of any Software App compatible with the iOS operating system of Apple Inc. ("Apple"). Apple is not a party to this Agreement and does not own and is not responsible for any Software App. Apple is not providing any warranty for any Software App except, if applicable, to refund the purchase price for it. Apple is not responsible for maintenance or other support services for any Software App and will not be responsible for any other claims, losses, liabilities, damages, costs or expenses with respect to any Software App, including any third-party product liability claims, claims that any Software App fails to conform to any applicable legal or regulatory requirement, claims arising under consumer protection or similar legislation, and claims with respect to intellectual property infringement. Any inquiries or complaints relating to the use of any Software App, including those pertaining to intellectual property rights, must be directed to us in accordance with Section 10 (titled "Notices; Questions and Complaints"). The license you have been granted herein is limited to a non-transferable license to use a Software App on an Apple-branded product that runs Apple's iOS operating system and is owned or controlled by you, or as otherwise permitted by the Usage Rules set forth in Apple's App Store Terms of Use. In addition, you must comply with the terms of any third-party agreement applicable to you when using any Software App, such as your wireless data service agreement. Apple and Apple's subsidiaries are third-party beneficiaries of this Agreement and, upon your acceptance of the terms and conditions of this Agreement, will have the right (and will be deemed to have accepted the right) to enforce this Agreement against you as a third-party beneficiary thereof; notwithstanding the foregoing, our right to enter

into, rescind or terminate any variation, waiver or settlement under this Agreement is not subject to the consent of any third party.

16. Relationship; No Third-Party Beneficiaries.

Our relationship with you is as an independent contractor, and nothing in this Agreement creates an agency or partnership. Except for DexCom's licensors, Apple and Apple's subsidiaries, there are no third-party beneficiaries to this Agreement.

17. Forward-Looking Statements.

The DexCom Services may contain forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended, and subject to the safe harbor created by the Securities Litigation Reform Act of 1995. Such statements include declarations regarding DexCom's intent, belief, or current expectations and those of DexCom's management. 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 DexCom's control; actual results could differ materially from those indicated 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: (a) that the information is of a preliminary nature and may be subject to further adjustment; (b) those risks and uncertainties identified as "risk factors" in our Annual Report on Form 10-K; and (c) the other risks detailed from time-to-time in our reports and registration statements filed with the Securities and Exchange Commission. 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.

18. Complete Agreement.

This Agreement is the complete and final agreement between the parties relating to DexCom Products, DexCom Services and Software Apps; supersedes any prior agreements or communications between the parties; and may only be modified as described in this Agreement (see Section 2.1 (titled "Can DexCom change the terms of this Agreement?")). Failure to exercise or enforce any right or provision of this Agreement will not

constitute a waiver of such right or provision. The section titles in this Agreement are for convenience only and have no legal or contractual effect. This Agreement has been drafted in English at the express request of the parties. *Ce contrat a été rédigé en anglais à la demande expresse des parties.*

19. Copyright Infringement Claims. The Digital Millennium Copyright Act of 1998 (the "[DMCA](#)") provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under U.S. copyright law. If you believe in good faith that materials available on the DexCom Services infringe your copyright, you (or your agent) may send to DexCom a written notice by mail or by e-mail requesting that DexCom remove such material or block access to it. If you believe in good faith that someone has wrongly submitted to us a notice of copyright infringement involving content that you made available through any DexCom Service, the DMCA permits you to send to DexCom a counter-notice. Notices and counter-notices must meet the then-current statutory requirements imposed by the DMCA. Click [here](#) for details. Notices and counter-notices must be sent in writing to DexCom's DMCA agent as follows: By mail to General Counsel, DexCom, Inc., 6340 Sequence Drive, San Diego, California 92121, United States, or by e-mail to Legal@dexcom.com. You can also reach DexCom's DMCA agent at the following phone number: 1 (888) 738-3646.

We suggest that you consult your legal advisor before filing a DMCA notice or counter-notice. You may have equivalent rights under other applicable laws.

In accordance with the DMCA and other applicable law, DexCom has adopted a policy of terminating, in appropriate circumstances, DexCom Service users who are deemed by DexCom to be repeat infringers. DexCom may also at its sole discretion limit access to the DexCom Service and/or terminate the accounts of any DexCom Service users who infringe any intellectual property rights of others, whether or not such users are deemed to be repeat infringers.

20. Country-Specific Terms

The following terms are country-specific and apply in addition to or instead of the specified clauses of this Agreement when application of these local laws is mandatory.

20.1 Japan

Non-applicability of Section 4:

Section 4 ('Using the DexCom Store') does not apply to Users in Japan.

20.2 South Korea**Amendment to Preamble:**

By using (including accessing) any DexCom Product, DexCom Service or Software App for [7] days without objection or by clicking "accept" to this Agreement, you are agreeing to this Agreement. You will receive a separate notice for the foregoing via e-mail.

Addition to Section 1.4:

If you have purchased a DexCom Product outside the United States, such DexCom Product was sold by a third-party distributor and not by DexCom. You should therefore contact the distributor if you have questions or need support, and you should look to such distributor—not to DexCom—for any warranty or other rights that may be provided with your DexCom Product (e.g., any warranty included on the applicable DexCom Product Labeling). If you are a consumer who has your habitual residence in Korea, the foregoing would not apply to you and you may look to DexCom for warranty or other rights that may be provided with your DexCom Product (e.g., any warranty included on the applicable DexCom Product Labeling) under applicable laws.

Amendment to Section 2.1:

Your clicking "accept" to the new terms or your continued use of any DexCom Product, DexCom Service or Software App for seven [7] days without objection after any such change is acceptance of the new terms. You will receive a separate notice for the foregoing via e-mail.

Amendment to Section 2.2:

DexCom Services and Software Apps, and the business, development and activities of DexCom, are subject to change under reasonable circumstances as determined from time to time by DexCom in its discretion by

notifying you of such changes by any reasonable means, including our posting of a notice on our Website or otherwise providing you with notice through the applicable DexCom Service or Software App.

Subject to applicable law, your continued use of the applicable DexCom Service or Software App for seven [7] days without objection after any such change is acceptance of the change. You will receive a separate notice for the foregoing via e-mail or pop-up.

Non-applicability of Section 4:

Section 4 ('Using the DexCom Store') does not apply to Users in Korea.

Amendment to Section 5.14:

By providing Feedback to us, you grant to us the worldwide, nonexclusive, unrestricted, perpetual, irrevocable (on any basis whatsoever), royalty free right for us to use such Feedback in any way we determine, including through third parties, without any obligation to you for compensation, attribution, accounting or otherwise. However, if you are a consumer who has your habitual residence in Korea, the foregoing would not apply to you and your rights for Feedback may be protected under applicable laws.

Amendment to Section 9:

In case you are a consumer who has your habitual residence in Korea, terms of liability limitation without considerable reasons shall not apply to you.

Addition to Section 9.7:

This Section shall not be applicable if there is no intentional act or negligence of Users.

20.3 Austria

Addition to Section 1.2:

Any additional terms will only apply to your use of the DexCom Services or DexCom Products in case you accept such additional terms that will be presented to you in advance.

Amendment to Section 2.1:

You shall be notified about any change of the terms of this Agreement via email. Your clicking "accept" to the new terms is acceptance of the new terms. Further, you shall be deemed accepting the new terms in case you do not expressly contradict the changes within an appropriate period of 14 days starting from the notification about the changes of the terms of this Agreement. You will be informed about the consequences of remaining silent in the notification email.

Amendment to Section 5.14:

The words "irrevocable (on any basis whatsoever)" are deleted and replaced by "revocable".

Addition to Section 7.1:

If you are a consumer, this Section is not applicable.

Addition to Section 7.2:

If you are a consumer and have your habitual residence in the EU, you additionally enjoy the protection afforded to you by mandatory provisions of the law of your country of residence.

Addition to Section 8:

Nothing in this Section shall limit the consumer's statutory warranty rights.

Addition to Section 9:

Nothing in this Section shall limit DexCom's liability for gross negligence and willful misconduct. Further, nothing in this Section shall limit DexCom's liability for damages from injury to life, body or health, for a defect after a

guarantee for the condition of the product, for fraudulently concealed defects or for claims under the Product Liability Act.

Section 11 and **Section 12** are not applicable if you are a consumer.

20.4 Switzerland

Addition to Section 1.2 and 5.8:

Any additional terms will only apply to your use of the DexCom Services, DexCom Products and Software Apps in case you accept such additional terms that will be presented to you in advance.

Amendment to Section 2.1, 2.2 and 5.8:

You shall be notified about any change of the terms of this Agreement via email in advance. Your clicking "accept" to the new terms is acceptance of the new terms. Further, you shall be deemed accepting the new terms in case you do not expressly contradict the changes within an appropriate period of 14 days starting from the notification about the changes of the terms of this Agreement. You will be informed about the consequences of remaining silent in the notification email.

Amendment to Section 6.1:

Unless required by applicable mandatory law or contractually agreed to, DexCom shall have no obligation to support any version of a DexCom Product, DexCom Service or Software App once a new version of such DexCom Product, DexCom Service or Software App is released.

Addition to Section 7.1:

If are a consumer, this Section is not applicable to you. At the consumer's choice, the court where DexCom is domiciled or, alternatively, the court where the consumer is domiciled shall have exclusive jurisdiction to hear any disputes arising out of or in connection with this Agreement or the use of any DexCom Service, DexCom Product or Software App.

Addition to Section 7.2:

If you are a consumer and have your habitual residence in the European Union, you additionally enjoy the protection afforded to you by mandatory provisions of the law of your country of residence.

Addition to Section 7.4:

This section shall not be applicable in case this Agreement is governed by Swiss Procedural law.

Addition to Section 8:

Nothing in this Section shall limit the consumer's statutory warranty rights.

Addition to Section 9:

Nothing in this Section shall limit DexCom's liability for gross negligence and willful misconduct. Further, nothing in this Section shall limit DexCom's liability for damages from injury to life, body or health, for a defect after a guarantee for the condition of the product, for fraudulently concealed defects or for claims under the Federal Act on Product Liability.

Section 11 and **Section 12** are not applicable if you are a consumer.

20.5 Germany**Amendment to Section 2.1:**

If you are a consumer, Section 2.1 is complemented with the following:

DexCom may make changes to this Agreement if it has valid reason for the change and does not unreasonably disadvantage the User. DexCom will notify User in advance by no later than one (1) month prior to the application of these changes by notifying you of such changes by any reasonable means, including by posting a notice of new terms to our Website. Your clicking "accept" to the new terms or your continued use of any

DexCom Product, DexCom Service or Software App after any such change is acceptance of the new terms. You will be informed about the consequences of remaining silent in the notification. If you do not agree with the new terms, you have the right to discontinue your use of the DexCom Services and Software Apps as described in Section 6.2 below (titled "Can you terminate your use of DexCom Services or your use of Software Apps?").

Amendment to Section 2.2:

If you are a consumer, Section 2.2 is complemented with the following:

DexCom Services and Software Apps of DexCom, are subject to change as determined from time to time by DexCom. Therefore, DexCom may make such changes to its DexCom Services and Software Apps which (i) do not essentially change the agreed DexCom Services and Software Apps, (ii) for which there is a valid reason and, (iii) which do not place User in an objectively less favorable position.

In the case of an essential change for which there is a valid reason and which does not place the User in an objectively less favorable position, the User shall be informed of these changes no later than one (1) month before the intended implementation of the change. The User is responsible at its cost to ensure that the User's systems also support these essential changes in DexCom's Services and Software Apps. In case the User does not want to accept an essential change in the DexCom Services or Software Apps, it may terminate the Agreement as of the date the essential change is implemented.

Amendment to Section 6.1:

If you are a consumer, Section 6.1 is complemented with the following:

DexCom has the right to suspend any DexCom Service or Software App or suspend or terminate your right to use any DexCom Service or Software App if there is valid reason for this suspension. Valid reasons include, for example, installations of or changes or maintenance to the DexCom Service or Software App. DexCom shall notify User reasonably in advance of these suspensions. DexCom shall not be liable to compensate any potential damage incurred by User due to said suspensions.

However, if you materially violate this Agreement (including any use of DexCom's resources that exceeds or circumvents DexCom's reasonable restrictions, such as accesses, calls or other uses of any application programming interface or server resources that DexCom makes available), we can immediately suspend or terminate your right to use any DexCom Service or Software App. In addition, we have no obligation to support any version of a DexCom Product, DexCom Service or Software App once a new version of such DexCom Product, DexCom Service or Software App is released.

Addition to Section 7.1:

If you are a consumer, this Section shall not be applicable.

Addition to Section 7.2:

If you are a consumer and have your habitual residence in the EU, you additionally enjoy the protection afforded to you by mandatory provisions of the law of your country of residence.

Addition to Section 8:

Nothing in this Section shall limit the consumer's statutory warranty rights.

Amendment to Section 9.1 – 9.7:

Section 9.1 – 9.7 is complemented with the following in case you are a consumer:

- DexCom is liable without limitation in the event of intentional acts and gross negligence.
- DexCom is liable for simple negligence – except in the case of injury to life, limb or health – only if material contractual obligations are breached with liability being limited to damage that is foreseeable and typical for the contract in question at the time the respective service was performed. Material contractual obligations are deemed to be such obligations whose fulfilment is crucial for the proper performance of the contract and on the fulfilment of which the User will and may rely on as a matter of course.

- The limitations of liability pursuant to bullet point 2 above shall not apply to any strict liability prescribed by statute (such as the German Product Liability Act [Produkthaftungsgesetz] or to any liability under a guarantee given irrespective of the party at fault. For losses arising from the lack of any guaranteed characteristics DexCom shall be liable up to the amount which is covered by the purpose of the guarantee and which was foreseeable for DexCom at the time the guarantee was given.
- Any further liability other than that provided in this Agreement is excluded, regardless of the legal basis of such claim.
- If the liability of DexCom is excluded or limited pursuant to bullet points 2 and 4, this also applies to the personal liability of DexCom's employees, staff members, representatives or vicarious agents.

Addition to Section 9.8:

If you are a consumer, the duty to indemnify and refund shall not apply insofar as the underlying incident shall have been caused through gross negligence or willful misconduct by DexCom or any of its employees, representatives, agents or any affiliate.

Amendment to Section 12:

If you are a consumer, Section 12 is complemented with the following:

We may assign this Agreement in whole or in part at any time with prior notice. DexCom will notify User in advance by no later than one (1) month prior to the assignment by notifying you of such changes by any reasonable means, including by posting a notice of new terms to our Website. If you do not agree with the assignment, you have the right to discontinue your use of the DexCom Services and Software Apps as described in Section 6.2 above (titled "Can you terminate your use of DexCom Services or your use of Software Apps?"). You may not assign this Agreement or transfer any rights to use DexCom Services or Software Apps.

Version

This Agreement is dated February 25, 2021

DCP-000026 rev003

ABOUT DEXCOM

[Dexcom's Story](#)

[Leadership](#)

[News & Media](#)

[Careers](#)

[Investors](#)

[Contact](#)

TERMS & POLICIES

[Privacy Policy](#)

[Terms of Use](#)

[Patient Bill of Rights](#)

[Notice of Privacy Practices](#)

[Safety Information](#)

[Security at Dexcom](#)

INFORMATION FOR

[Hospital Use - COVID19](#)

Healthcare Professionals

Developers

Dexcom System Status

Dexcom Suppliers

Dexcom, Dexcom Follow, Dexcom CLARITY, and Dexcom Share are registered trademarks of Dexcom, Inc. in the U.S., and may be registered in other countries.

© 2021 Dexcom, Inc. All rights reserved.

LBL017867 Rev007