

DEXCOM TAKE HOME TRIAL TERMS AND CONDITIONS

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE PARTICIPATING IN OR USING THE DEXCOM TAKE HOME TRIAL.

These Dexcom Take Home Trial Terms and Conditions ("Terms and Conditions") govern your participation in, and use of, the Dexcom Take Home Trial ("Take Home Trial") provided by Dexcom, Inc. and its affiliates (collectively, "Dexcom "). You accept and agree to these Terms and Conditions by participating in or using the Take Home Trial. If you do not accept these Terms and Conditions, you are not authorized to participate in or use the Take Home Trial.

1. Purpose of the Trial

Dexcom offers a voluntary Take Home Trial that allows you to personally experience and evaluate the: (1) Dexcom G7 15 Day Continuous Glucose Monitoring System¹, which includes one Dexcom G7 15 Day sensor and the Dexcom G7 mobile application; and/or (2) the Stelo Glucose Biosensor System², which includes one Stelo Glucose Biosensor and the Stelo by Dexcom mobile application (each a "Product", collectively, the "Products"). The period to complete this Take Home Trial lasts up to ninety (90) days from the date of your Take Home Trial registration and must be conducted for licensed healthcare provider education and evaluation purposes only, consistent with all applicable laws.

The Products are not for patient use and may not be used for diagnosis, screening, monitoring, or treatment of diabetes. Any information generated is for product evaluation purposes only. These Products are provided by Dexcom for education and awareness purposes only.

2. Take Home Trial Requirements

Dexcom G7 15 Day Continuous Glucose Monitoring System:

You agree and acknowledge that in addition to your receipt of the Products, you: (1) are a licensed healthcare provider; (2) are licensed in the United States; (3) are a licensed healthcare provider in a state that permits your participation in this Take Home Trial; (4) are not a licensed healthcare provider who has prescribed Dexcom Products to any beneficiary of the Colorado Medicaid program or Maine Medicaid program in the past twelve (12) months; (5) have an active NPI number; (6) are eighteen (18) years or older; (7) are not familiar with the Product and require further education; (8) have a compatible smart phone; (9) have met the requirements to register for the Take Home Trial; (10) have registered for the Take Home Trial; and (11) have been made aware of the Dexcom resources available to you, including Hands-On Training, clinical education, and technical support.

Stelo Glucose Biosensor System:

You agree and acknowledge that in addition to your receipt of the Products, you: (1) are a healthcare student, or licensed healthcare provider, and in each case, are authorized to participate in the Take Home Trial; (2) are, if a licensed healthcare provider, in a state that permits your participation in this Take Home Trial; (3) are, if a licensed healthcare provider, licensed in the United States; (4) are, if a licensed healthcare provider, not a licensed healthcare provider who has prescribed Dexcom Products to any beneficiary of the Colorado Medicaid program or Maine Medicaid program in the past twelve (12) months; (5) are eighteen (18) years or older and not on insulin; (6) are not familiar with the Product and require further education; (7) have a compatible smart phone; (8) are a resident of the United States; (9) have met the requirements to register for the Take Home Trial; (10) have registered for the Take Home Trial; and (11) have been made aware of the Dexcom resources available to you, including Hands-On Training, clinical education, and technical support.

3. Product Use

You agree and acknowledge that Dexcom will provide no more than one (1) Dexcom G7 15 Day sensor and/or one (1) Stelo Glucose Biosensor at no cost. You may apply the sensor only to the back of your own upper arm, only during the trial period, and using your own personal smartphone.

¹ The Dexcom G7 15 Day Continuous Glucose Monitoring System is a real time, continuous glucose monitoring device indicated for the management of diabetes in persons 18 years and older.

² The Stelo Glucose Biosensor System is an FDA-cleared, over-the-counter (OTC) integrated Continuous Glucose Monitor (iCGM) intended to continuously measure, record, analyze, and display glucose values in people 18 years and older not on insulin and who are not at risk of problematic hypoglycemia.

You must dispose of or return any unused Products within ninety (90) days of the date you agree to these Terms and Conditions.

4. Restrictions

You agree that you will not: (a) use these Products on anyone other than yourself; (b) use the Products after the trial period; (c) discuss or promote the Take Home Trial with patients or other healthcare providers, or healthcare students; (d) use the Products for research purposes; (e) copy, modify, reverse engineer, or create derivative works from the Products; (f) use the Products to develop or evaluate competing products or services; or (g) sell, transfer, bill for, barter, return for credit, or seek reimbursement for the Products from any patient, insurer, payor, or government healthcare program.

You certify that the Products will not be billed, sold, traded, or reimbursed in any way.

5. No Inducement; Transparency

You agree and acknowledge that the Products are provided solely for education and evaluation purposes and not to influence or induce the purchase, prescription, recommendation, or preferential treatment of any Dexcom product. The provision of such Products is not based on any actual or anticipated volume or value of any referrals by you to Dexcom.

You shall comply with all applicable transparency obligations, including any approval, disclosure, and/or registration requirements, as the case may be.

6. Data and Privacy

While worn, the sensors collect health-related data. Data collected through the Dexcom G7 app or the Stelo by Dexcom app is handled in accordance with the app terms of use and privacy policy available at <https://www.dexcom.com> or <https://www.stelo.com>, respectively.

You understand that Dexcom will be tracking, and if necessary, reporting and might be subject to disclosure requirements with respect to the provision of the Products.

7. Support

For the Dexcom G7 15 Day Continuous Glucose Monitoring System, Technical Support is available at 1-844-607-8398, 24 hours a day / 7 days a week. For the Stelo Glucose Biosensor System, you may direct questions to Dexcom's virtual assistant, SteloBot, located at: www.stelo.com. Lost or broken Products will not be replaced.

8. License

Dexcom provides these Products to you at no cost and grants you a personal, non-transferable, non-exclusive license to use the Products solely for education and evaluation purposes and in accordance with these Terms and Conditions.

9. Warranty Disclaimer and Limitation of Liability

The Products are provided "as-is" and "as available," without warranties of any kind, express or implied, to the fullest extent permitted by law. To the fullest extent permitted by law, Dexcom shall not be liable for any damages arising from or related to your participation in the Take Home Trial or use of the Products.

10. Feedback

You acknowledge and agree that any feedback you provide is voluntary and non-confidential. Dexcom may use such feedback without restriction or obligation.

11. Participation and Termination

You may stop participating in the Take Home Trial at any time. Dexcom may terminate your participation at any time in its sole discretion.

12. Consent

You agree and acknowledge that your participation in the Take Home Trial is voluntary, does not conflict with your employer's policies, and that you agree to these Terms and Conditions.