DEXCOM INC

FORM 10-K
(Annual Report)

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UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, DC 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, 2014**

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

For the transition period from to
Commission file number 000-51222

DEXCOM, INC.

(Exact name of Registrant as specified in its charter)

Delaware	**33-0857544**
(State or Other Jurisdiction of Incorporation or Organization)	**(I.R.S. Employer Identification No.)**
6340 Sequence Drive San Diego, California	**92121**
(Address of Principal Executive Offices)	**(Zip Code)**

Registrant's Telephone Number, including area code: (858) 200-0200
Securities registered pursuant to Section 12(b) of the Exchange Act:

Title of Each Class	**Name of Each Exchange on Which Registered**
Common Stock, $0.001 Par Value Per Share	The NASDAQ Stock Market LLC (Nasdaq Global Select Market)
Preferred Stock Purchase Rights	The NASDAQ Stock Market LLC (Nasdaq Global Select Market)

Securities registered pursuant to Section 12(g) of the Exchange 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 Exchange 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 and posted on its corporate website, if any, every Interactive Data File required to be submitted and posted 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 and post such files).
Yes ☒ No ☐

Indicate by check mark if disclosure of delinquent filers pursuant to Rule 405 of Regulation S-K is not contained herein, and will not be contained, to the best of Registrant's knowledge, in definite proxy or information statements incorporated by reference in Part III of this Form 10-K or any amendment to this Form 10-K. ☒

Indicate by check mark whether the Registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "Smaller reporting company" in Rule 12b-2 of the Exchange Act. (Check one)

Large accelerated Filer ☒ Accelerated Filer ☐ Non-accelerated Filer ☐ Smaller reporting company ☐

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

As of June 30, 2014 , the aggregate market value of the registrant's common stock held by non-affiliates of the registrant was approximately $2,916,161,528 based on the closing sales price as reported on the NASDAQ Global Select Market.

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

Class	**Outstanding at February 20, 2015**
Common stock, $0.001 par value per share	77,514,635 shares

DOCUMENTS INCORPORATED BY REFERENCE

Portions of the documents listed below have been incorporated by reference into the indicated parts of this report, as specified in the responses to the item numbers involved.

Designated portions of the Proxy Statement relating to the 2015 Annual Meeting of the Stockholders (the "Proxy Statement"): Part III

(Items 9, 10, 11, 12, and 13). Except with respect to information specifically incorporated by reference in the Form 10-K, the Proxy Statement is not deemed to be filed as part hereof.

DexCom, Inc.
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PART I

Except for historical financial information contained herein, the matters discussed in this Form 10-K may be considered forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended, and subject to the safe harbor created by the Securities Litigation Reform Act of 1995. Such statements include declarations regarding our intent, belief, or current expectations and those of our management. Prospective investors are cautioned that any such forward-looking statements are not guarantees of future performance and involve a number of risks, uncertainties and other factors, some of which are beyond our control; actual results could differ materially from those indicated by such forward-looking statements. Important factors that could cause actual results to differ materially from those indicated by such forward-looking statements include, but are not limited to: (i) that the information is of a preliminary nature and may be subject to further adjustment; (ii) those risks and uncertainties identified under "Risk Factors;" and (iii) the other risks detailed from time-to-time in our reports and registration statements filed with the Securities and Exchange Commission, or 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.

ITEM 1. BUSINESS

Overview

We are a medical device company primarily focused on the design, development and commercialization of continuous glucose monitoring systems for ambulatory use by people with diabetes and for use by healthcare providers for the treatment of people with and without diabetes. Unless the context requires otherwise, the terms "we," "us," "our," the "company," or "DexCom" refer to DexCom, Inc. and its subsidiaries.

Products

Ambulatory Product Line: SEVEN ® PLUS, DexCom G4 ® , DexCom G4 ® PLATINUM, and DexCom Share ™ System

We received approval from the Food and Drug Administration ("FDA") and commercialized our first product in 2006. In 2007, we received approval and began commercializing our second generation system, the DexCom SEVEN. In 2009 we received approval and began commercializing our third generation system, the DexCom SEVEN PLUS. We no longer market or provide support for the DexCom SEVEN or SEVEN PLUS systems. On June 14, 2012, we received Conformité Européene Marking ("CE Mark") approval for our fourth generation continuous glucose monitoring system, the DexCom G4 system, enabling commercialization of the DexCom G4 system in the European Union, Australia, New Zealand and the countries in Asia and Latin America that recognize the CE Mark . On October 5, 2012, we received approval from the FDA for the DexCom G4 PLATINUM, which is designed for up to seven days of continuous use by adults with diabetes, and we began commercializing this product in the U.S. in the fourth quarter of 2012. On February 14, 2013, we received CE Mark approval for a pediatric indication for our DexCom G4 system, enabling us to market and sell this system in the European Union, Australia, New Zealand and the countries in Asia and Latin America that recognize the CE Mark to persons two years old and older who have diabetes (hereinafter referred to as the "Pediatric Indication") , and we initiated a limited commercial launch in the second quarter of 2013. In connection with our receipt of CE Mark approval for the Pediatric Indication , we changed the name of the DexCom G4 system to the DexCom G4 PLATINUM system. On February 3, 2014, we received approval from the FDA for a Pediatric Indication for the DexCom G4 PLATINUM system in the United States. On June 3, 2014, we received approval from the FDA for an expanded indication for the DexCom G4 PLATINUM for professional use. This expanded indication allows healthcare professionals to purchase the DexCom G4 PLATINUM devices for use with multiple patients. Healthcare professionals can use the insights gained from a DexCom G4 PLATINUM professional session to adjust therapy and to educate and motivate patients to modify their behavior after viewing the effects that specific foods, exercise, stress, and medications have on their glucose levels. On January 23, 2015, we received approval from the FDA for the DexCom G4 PLATINUM with Share, which is designed for up to seven days of continuous use, and we will begin commercializing this product in the U.S. in the first quarter of 2015. The DexCom G4 PLATINUM with Share uses a secure wireless connection between a patient's receiver and an app on the patient's iPhone ® to transmit glucose information to apps on the mobile devices of up to five designated recipients, or "followers," who can remotely monitor a patient's glucose information and receive alert notifications anywhere they have an Internet connection. Unless the context requires otherwise, the term "G4 PLATINUM" shall refer to the DexCom G4 and DexCom G4 PLATINUM systems (and all associated indications of use for such systems, including without limitation, associated DexCom Share System functionalities) that are commercialized by us in and outside of the United States.

As compared to the SEVEN PLUS, the G4 PLATINUM offers:

- an improved sensor wire design that allows more scalable manufacturing,
- a smaller, sleeker receiver that is capable of displaying data in color,
- a new transmitter design that offers improved communication range with the receiver which allows for improved data capture,
- additional user interface and algorithm enhancements that are intended to make the user experience more customizable and to make its glucose monitoring function more accurate especially in the hypoglycemic range, and
- the ability to market and sell to an expanded customer population due to the approval by the FDA of, and our obtaining a CE Mark for, a Pediatric Indication .

DexCom SHARE ™

On October 17, 2014, we received approval from the FDA for the DexCom SHARE remote monitoring system. DexCom SHARE enables users of our G4 PLATINUM System to have their sensor glucose information remotely monitored by their family or friends. To use DexCom SHARE, the G4 PLATINUM user docks their G4 PLATINUM Receiver in the DexCom SHARE Cradle and their sensor glucose information is wirelessly transmitted to, and viewed by, such patient's friends or family through the DexCom SHARE mobile application. DexCom SHARE provides secondary notifications to individuals designated by a G4 PLATINUM System user and does not replace real time continuous glucose monitoring or standard home blood glucose monitoring.

On January 23, 2015, the FDA approved a version of the G4 PLATINUM Receiver that includes the DexCom Share System. The G4 PLATINUM Receiver with Share uses a secure wireless connection via Bluetooth Low Energy ("BLE") between a patient's receiver and a mobile application on the patient's iPhone to transmit glucose information to mobile applications on the mobile devices of up to five designated recipients, or "followers," without the need to use the DexCom SHARE Cradle component. The mobile applications that comprise the DexCom Share System were classified by the FDA as Class II, exempt, due to the fact that these mobile applications were secondary displays of the associated G4 PLATINUM Receiver. With the mobile applications classified as Class II, exempt, DexCom must comply with certain general and special controls required by the FDA but does not need prior FDA approval to commercialize changes to the DexCom Share System.

In-Hospital Product Line: GlucoClear ®

To address the in-hospital critical care patient population, we entered into an exclusive agreement with Edwards Lifesciences LLC ("Edwards") in 2008 to develop jointly and market a specific glucose monitoring product platform for the in-hospital critical care market. On October 30, 2009, the first generation blood-based in-vivo automated glucose monitoring system, which was branded the GlucoClear, received CE Mark approval for use by healthcare providers in the hospital. In January 2013, Edwards received CE Mark approval for the second generation system. A very limited commercial launch of the first generation GlucoClear system was initiated in Europe in 2009. In 2013, Edwards completed another very limited commercial launch in Europe of the second generation GlucoClear system. There are no current commercial activities led by Edwards to continue the commercialization of the GlucoClear system.

SweetSpot

Through our acquisition of SweetSpot in 2012, we have a software platform that enables our customers to aggregate and analyze data from certain diabetes devices and to share it with their healthcare providers. In November 2011, SweetSpot received 510(k) clearance from the FDA to market to clinics a data management service, which helps healthcare providers and patients see, understand and use blood glucose meter data to diagnose and manage diabetes. SweetSpot's data transfer service is registered with the FDA as a Medical Device Data System ("MDDS") and allows researchers to control the transfer of data from certain diabetes devices to research tools and databases according to their own research workflows. SweetSpot's software provides an advanced cloud-based platform for uploading, processing and delivering health data and transforms raw output from certain medical devices into useful information for healthcare providers, individuals and researchers.

Sensor Augmented Insulin Pumps

We are leveraging our technology platform to enhance the capabilities of our current products and to develop additional continuous glucose monitoring products. In 2008 and 2012, we entered into development agreements with Animas Corporation ("Animas") , a subsidiary of Johnson & Johnson, and with Tandem Diabetes Care, Inc. ("Tandem") , respectively. The purpose of each of these development relationships is to integrate our technology into the insulin pump product offerings of the respective partner, enabling the partner's insulin pump to receive glucose readings from our transmitter and display this information on the pump's screen. The Animas insulin pump product augmented with our sensor technology has been branded the Vibe®, and received CE Mark approval in May 2011, which allows Animas to market the Vibe in the countries that recognize CE Mark approvals. In December 2014, Animas received FDA approval for the VIBE system in the United States

and began commercializing this product in 2015. In July 2014, Tandem filed their submission for FDA approval of their CGM-enabled insulin pump in the United States.

Future Products

We plan to develop future generations of technologies focused on improved performance and convenience and that will enable intelligent insulin administration. Over the longer term, we plan to develop networked platforms with open architecture, connectivity and transmitters capable of communicating with other devices and software systems. Our product development timelines are highly dependent on our ability to achieve clinical endpoints and regulatory and legal requirements and to overcome technology challenges, and our product development timelines may be delayed due to extended regulatory approval timelines, scheduling issues with patients and investigators, requests from institutional review boards, sensor 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 are successful, the FDA may not approve our products, and even if approved, we may not achieve acceptance in the marketplace by physicians and people with diabetes.

Background

From inception to 2006, we devoted substantially all of our resources to start-up activities, raising capital and research and development, including product design, testing, manufacturing and clinical trials. Since 2006, we have devoted considerable resources to the commercialization of our ambulatory continuous glucose monitoring systems, including the SEVEN PLUS and G4 PLATINUM, as well as the continued research and clinical development of our technology platform.

The International Diabetes Federation (“IDF”) estimates that in 2014, 387 million people around the world had diabetes, and the Centers for Disease Control (“CDC”) estimates that in 2012, diabetes affected 29.1 million people in the United States, of which 8.1 million were undiagnosed. IDF estimates that by 2035, the worldwide incidence of people suffering from diabetes will reach 592 million. According to the CDC 's National Vital Statistics Reports for 2010, diabetes was the seventh leading cause of death by disease in the United States. According to the Congressional Diabetes Caucus, diabetes is the leading cause of kidney failure, adult-onset blindness, lower-limb amputations, and significant cause of heart disease and stroke, high blood pressure and nerve damage. According to the IDF , there were an estimated 4.9 million deaths attributable to diabetes globally in 2014. The American Diabetes Association (“ADA”) Fast Facts, revised in July 2014, states that diabetes is the primary cause of death for more than 69,000 Americans each year, and contributes to the death of more than 234,000 Americans annually. According to an article published in *The New England Journal of Medicine* in November 2014, excess mortality for people with diabetes younger than 30 years of age is largely explained by acute complications of diabetes.

According to the CDC 2011 National Diabetes Fact Sheet, in the United States, another individual is diagnosed with diabetes every 17 seconds. As reported by the Congressional Diabetes Caucus website as of August 6, 2014, each day approximately 5,082 people are diagnosed with diabetes, and about 1.7 million people 20 years or older were diagnosed in 2012. In addition to those newly diagnosed, the Congressional Diabetes Caucus website reports that every 24 hours there are: 238 amputations in people with diabetes, 120 people who enter end-stage kidney disease programs, and 48 people who go blind.

According to the ADA , one in every five healthcare dollars was spent on treating diabetes in 2012, and the direct medical costs and indirect expenditures attributable to diabetes in the United States were an estimated $245 billion, an increase of $71 billion, or approximately 41%, since 2007. Of the $245 billion in overall expenses, the ADA estimated that approximately $176 billion were direct costs associated with diabetes care, chronic complications and excess general medical costs, and $69 billion were indirect medical costs. The ADA also found that average medical expenditures among people with diagnosed diabetes were 2.3 times higher than for people without diabetes in 2012. According to the IDF , expenditures attributable to diabetes were an estimated $612 billion globally in 2014. The IDF estimates that expenditures attributable to diabetes will grow to $678 billion globally by 2035.

We believe continuous glucose monitoring has the potential to enable more people with diabetes to achieve and sustain tight glycemic control. The Diabetes Control and Complications Trial (“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. Yet, according to an article published in the *Journal of the American Medical Association* in 2004, less than 50% of diabetes patients were meeting ADA standards for glucose control (A1c), and only 37% of people with diabetes were achieving their glycemic targets. According to an article published in *The New England Journal of Medicine* in November 2014, in two national registries, only 13% to 15% of people with diabetes met treatment guidelines for good glycemic control, and more than 20% had very poor glycemic control. The CDC estimated that as of 2006, 63.4% of all adults with diabetes were monitoring their blood glucose levels on a daily basis, and that 86.7% of insulin-requiring patients with diabetes monitored daily.

Various clinical studies also demonstrate the benefits of continuous glucose monitoring and that continuous glucose monitoring is equally effective in patients who administer insulin through multiple daily injections or through use of continuous subcutaneous insulin infusion pumps. Results of a Juvenile Diabetes Research Foundation ("JDRF") study published in the *New England Journal of Medicine* in 2008, and the extension phase of the study, published in *Diabetes Care* in 2009, demonstrated that continuous glucose monitoring improved A1c levels and reduced incidence of hypoglycemia for patients over the age of 25 and for all patients of all ages who utilized continuous glucose monitoring regularly.

Our initial target market in the United States consists of an estimated 30% of people with Type 1 diabetes who utilize insulin pump therapy and an estimated 50% of people with Type 1 diabetes who utilize multiple daily insulin injections. Our broader target market in the United States consists of our initial target market plus an estimated 20% of people with Type 1 diabetes using conventional insulin therapy and the estimated 27% of people with Type 2 diabetes who require insulin. Although our initial focus was within the United States, we have expanded our operations to include Canada, Australia, New Zealand, and portions of Europe, Asia, the Middle East and Latin America.

Commercial Operations

We have built a direct sales organization in the United States to call on endocrinologists, physicians and diabetes educators who can educate and influence patient adoption of continuous glucose monitoring. The approval by the FDA of a Pediatric Indication for our G4 PLATINUM system in February 2014 allows our sales organization to call on pediatric endocrinologists and pediatricians who can educate and influence adoption of continuous glucose monitoring by parents who have children aged two years or older with diabetes. 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. To complement our direct sales efforts, we have entered into a number of U.S. and international distribution arrangements that allow distributors to sell our products. We believe our direct, highly specialized and focused sales organization is sufficient for us to support our sales efforts.

Product revenues are generated from the sale of durable continuous glucose monitoring systems (receivers and transmitters) and disposable sensors through a direct sales force in the United States as well as through distribution arrangements in the United States, Canada, Australia, New Zealand, and in portions of Europe, Asia, Latin America and the Middle East. The sensor is inserted by the user and is intended to be used continuously for up to seven days, after which it may be replaced with a new disposable sensor. Our transmitter and receiver are reusable. As we 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. We recognize product revenue generally upon shipment and our sales terms provide for customer payment at the time of order, payment due within negotiated contractual terms with insurance payors, or with the issuance of a purchase order or letter of credit for certain distributors and institutions.

Market Opportunity

Diabetes

Diabetes is a chronic, life-threatening disease for which there is no known cure. 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 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. According to the ADA and JDRF , respectively, as of March 2013 there were an estimated 1.3 million to 3.0 million people with 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. According to the ADA, in 2013 there were approximately 25.8 million people with diabetes in the United States, of which approximately 24.5 million people have 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 approximately 3.6 million Type 2 patients must use insulin to manage their diabetes.

There are various subgroups of people with diabetes, including in-hospital patients, who present significant management challenges. According to the ADA , diabetes related hospitalizations totaled 24.3 million days in 2007, an increase of 7.4 million days from 2002. Additionally, studies show that many hospital patients without diabetes suffer episodes of hyperglycemia. According to a *Diabetes Care* article, as of 1998, as many as 1.5 million hospitalized patients had significant hyperglycemia without a history of diabetes. A November 2001 article in the *New England Journal of Medicine* summarized a study of over 1,500 hospitalized patients, of which only 13% had diabetes, which concluded that intensive insulin therapy to maintain blood glucose levels within a target range reduced mortality among critically ill patients in the surgical intensive care unit and improved patient outcomes. An August 2010 Healthcare Cost and Utilization Project report on hospital utilization by patients with diabetes in 2008 reported there were over 7.7 million hospital stays for patients with diabetes as a principal or secondary diagnosis and 540,000 hospitals stays for patients with diabetes as a primary diagnosis. The mean length of stay for patients with diabetes was almost one day longer than for patients without diabetes contributing to a 25% increase in the mean cost of hospitalization. Stays involving patients with diabetes contributed almost $83.0 billion of hospital costs in the United States, which represents 23% of the total hospital costs in the United States.

According to the National Diabetes Education Program, about 75% of all newly diagnosed cases of Type 1 diabetes in the United States occur in juveniles younger than 18 years of age. According to JDRF , the incidence of Type 1 diabetes among children under the age of 14 is estimated to increase by approximately 3% annually worldwide. In addition, Type 2 diabetes is occurring with increasing frequency in young people. The increase in prevalence is related to an increase in obesity amongst children. According to the CDC , as of 2010, approximately one-third of children and adolescents in the United States were overweight or obese and childhood obesity has more than doubled in children and tripled in adolescents in the past 30 years.

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 manage their blood glucose levels by administering insulin or ingesting carbohydrates throughout the day in order to maintain blood glucose 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. People with diabetes are often unaware that their glucose levels are either too high or too low, and their inability to completely control blood glucose levels and the associated serious complications can be frustrating and, at times, overwhelming.

In an attempt to maintain blood glucose levels within the normal range, people with diabetes must first measure their blood glucose levels. Often after measuring their blood glucose levels, people with diabetes make therapeutic adjustments. As adjustments are made, additional blood glucose measurements may be necessary to gauge the individual’s response to the adjustments. More frequent testing of blood glucose levels provides people with diabetes with information that can be used to better understand and manage their diabetes. The ADA recommends that most people with Type 1 diabetes test their blood glucose levels at least three or more times per day, and that significantly more frequent testing may be required to reach A1c targets safely without hypoglycemia.

Clinical outcomes data support the notion that an important component of effective diabetes management is frequent monitoring of blood glucose levels. The landmark 1993 DCCT consisting of patients with Type 1 diabetes, and the 1998 UK Prospective Diabetes Study, consisting of patients with Type 2 diabetes, demonstrated that people with diabetes who intensely managed blood glucose levels delayed the onset and slowed the progression of diabetes-related complications. In the DCCT , a major component of intensive management was monitoring blood glucose levels at least four times per day using conventional single-point blood glucose meters. The DCCT demonstrated that intensive management reduced the risk of complications by 76% for eye disease, 60% for nerve disease and 50% for kidney disease. However, the DCCT also found that intensive management led to a three-fold increase in the frequency of hypoglycemic events. In the December 2005 edition of the *New England Journal of Medicine* , the authors of a peer-reviewed study concluded that intensive diabetes therapy has long-term beneficial effects on the risk of cardiovascular disease in patients with Type 1 diabetes. The study showed that intensive diabetes therapy reduced the risk of cardiovascular disease by 42% and the risk of non-fatal heart attack, stroke or death from cardiovascular disease by 57%.

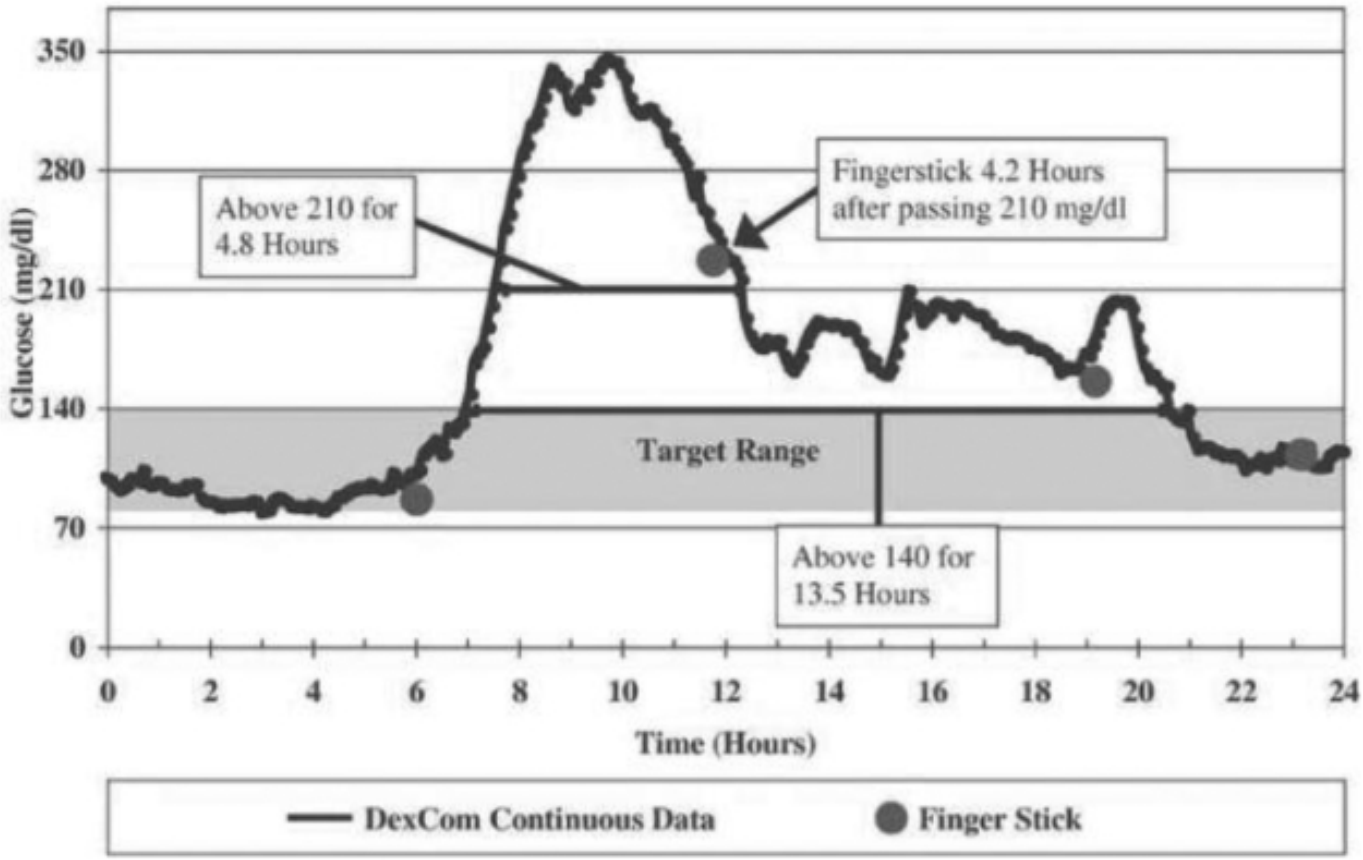
Limitations of Existing Glucose Monitoring Products

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. Because people with diabetes only have single-point data, they do not gain sufficient information to indicate the direction or rate of change in their blood glucose levels. 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. In addition, existing technology generally limits individuals' ability to store their glucose data in servers or systems independent of the blood glucose meter.

  The following graph 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 data presented in the graph is from a clinical trial we completed in 2003 with a continuous glucose monitoring system, where the patient was blinded to the continuous glucose data. 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



- **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.

We believe a market opportunity exists for a glucose monitoring system that provides continuous glucose information, including trends, and that is convenient and easy to use. Several companies have attempted to address the limitations of single-point finger stick devices by developing continuous glucose monitoring systems.

The DexCom Solution

Our G4 PLATINUM system offers the following advantages to people with diabetes:

- **Improved Outcomes.** Data published in a peer-reviewed article based on our approval support trial for our first system demonstrated that patients using the system showed statistically significant improvements in maintaining their glucose levels within the target range when compared to patients relying solely on single-point finger stick measurements. Additional peer-review published data from our trial for the SEVEN demonstrated that patients with access to seven days of continuous glucose data statistically improved glucose control by further increasing their time spent with glucose levels in the target range, thereby reducing time spent in both hyperglycemic and hypoglycemic ranges. Peer-review published data from our repeated use trial demonstrated a statistically significant reduction in hemoglobin A1c levels, a measure of the average amount of glucose in the blood over the prior three months, in patients using our system compared to patients relying solely on single-point finger stick measurements. Finally, results of a major multicenter clinical trial funded by the JDRF demonstrated that patients with Type 1 diabetes who used continuous glucose monitoring devices to help manage their disease experienced significant improvements in glucose control.
- **Access to Real-Time Values, Trend Information and Alerts.** At the push of a button, people with diabetes can view their current glucose value, along with a graphical display of one-, three-, six-, twelve- or twenty-four-hour trend information. 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 G4 PLATINUM alerts 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. The G4 PLATINUM receiver's compact design includes user-friendly buttons, an easy-to-read color display, simple navigation tools, audible alerts and graphical display of trend information.
- **Convenience and Comfort.** Our G4 PLATINUM provides people with diabetes with the benefits of continuous monitoring, without having to perform finger stick tests for every measurement. Additionally, the disposable sensor electrode 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, including 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 digital music player and can be carried discreetly in a pocket or purse. We believe that convenience is an important factor in achieving widespread adoption of a continuous glucose monitoring system.
- **Connectivity to Others.** Our Share remote monitoring systems enable users of our G4 PLATINUM System to have their sensor glucose information remotely monitored by their family or friends by wirelessly transmitting data through an app on the patient's smart phone. Up to five designated recipients, or "followers," can remotely monitor a patient's glucose information and receive secondary alert notifications from almost anywhere via each follower's smart phone.

While we believe the G4 PLATINUM offers these advantages, people with diabetes may not perceive the benefits of continuous glucose monitoring and may be unwilling to change their current treatment regimens. Furthermore, we do not expect that our G4 PLATINUM will appeal to all types of people with diabetes. The G4 PLATINUM prompts a person with diabetes to insert a disposable sensor electrode under their skin at least every seven days, although we are aware of reports from the field that some individuals have been able to use sensors for periods longer than seven days. People with diabetes could find this process to be uncomfortable or inconvenient, and may be unwilling to insert a disposable sensor in their body, especially if their current diabetes management involves no more than two finger sticks per day. Additionally, the G4

PLATINUM (and our predecessor products) is not approved as a replacement device for single-point finger stick devices, must be calibrated initially using measurements from two single-point finger stick tests, and thereafter at least every 12 hours using single-point finger stick tests, and may be more costly to use.

Our Strategy

Our objective is to become the leading provider of continuous glucose monitoring systems and related products to enable people with diabetes to more effectively and conveniently manage their disease. We also developed and commercialized with Animas , and seek to develop and commercialize with Tandem , products that integrate our continuous glucose monitoring technologies into the insulin pump delivery systems of the respective partners. In addition, we designed, developed and commercialized, in collaboration with Edwards , the GlucoClear, which is a blood-based in-vivo automated glucose monitoring system for use by healthcare providers in the hospital for the treatment of patients with and without diabetes. To achieve these objectives, we are pursuing the following business strategies:

- **Establish our technology platform as the leading approach to continuous glucose monitoring and leverage our development expertise to rapidly bring products to market.** We have developed proprietary core technology and expertise that provides a broad platform for the development of innovative products for continuous glucose monitoring. We received approval from the FDA and commercialized our first product in 2006. In 2007, we received approval and began commercializing our second generation system, the SEVEN. In 2009 we received approval and began commercializing our third generation system, the SEVEN PLUS. On October 5, 2012, we received approval from the FDA for our fourth generation system, the DexCom G4 PLATINUM, which is designed for up to seven days of continuous use, and we began commercializing this product in the U.S. in the fourth quarter of 2012. On January 23, 2015, we received approval from the FDA for the DexCom G4 PLATINUM with Share, which is designed for up to seven days of continuous use, and we will begin commercializing this product in the U.S. in the first quarter of 2015. We plan to continue to invest in the development of our technology platform and to obtain additional FDA approvals for our continuous glucose monitoring systems for both the ambulatory and in-hospital markets as well as for our integrated insulin pump delivery systems. We expect to continue to provide performance improvements, expanded indications and introduce new products to establish and maintain a leadership position in the market. In the future, we may develop our technology to support applications beyond glucose sensing.

- **Drive the adoption of our ambulatory products through a direct sales and marketing effort.** We have a small direct field sales force to call on endocrinologists, physicians and diabetes educators who can educate and influence patient adoption of continuous glucose monitoring. In addition, the FDA ’s approval of a Pediatric Indication for the G4 PLATINUM in February 2014 allows our direct field sales force to call on pediatric endocrinologists and pediatricians who can educate and influence parents to adopt continuous glucose monitoring for their children aged two years or older with diabetes. 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. To complement our sales efforts, we have entered into distribution arrangements that allow distributors to sell our G4 PLATINUM. We currently sell the G4 PLATINUM only in the United States, Canada, Australia, New Zealand and in portions of Europe, Asia, Latin America and the Middle East, but plan to expand our sales elsewhere in the future.

- **Drive additional adoption through technology integration partnerships.** We have development agreements with Animas and Tandem that have and will develop products that integrate our ambulatory product technology into the Animas conventional insulin pump, and the Tandem t:slim system, as applicable, enabling the partner’s insulin pump to receive glucose readings from our transmitter and display this information on the pump’s screen. We believe people with diabetes who have adopted continuous subcutaneous insulin infusion (“CSII”) are individuals who more aggressively manage their diabetes and may be more inclined to utilize our continuous glucose monitoring systems.

- **Seek broad coverage policies and reimbursement for our products.** Our approved products are not reimbursed by virtue of a national coverage decision by Medicare. As of February 25, 2015 , the seven largest private third-party payors, in terms of the number of covered lives, have issued coverage policies for the category of continuous glucose monitoring devices. Many of these coverage policies, however, are restrictive in nature and require the policy holder to comply with extensive documentation and other requirements to demonstrate medical necessity under the policy. We have negotiated contracted rates with six of those third-party payors for the purchase of our products by their members. We currently employ in-house reimbursement expertise to assist people with diabetes in obtaining reimbursement from private third-party healthcare payors. We also maintain a field-based reimbursement team charged with calling on third-party private payors to obtain coverage decisions and both durable medical equipment contracts and pharmacy benefit contracts.

- **Drive increased utilization and adoption of our products through a cloud-based data repository platform.** Through our acquisition of SweetSpot, we hope to develop a software platform that enables people with diabetes to aggregate and analyze data from numerous diabetes devices and share the data with their healthcare providers. We

believe that by producing reports detailing metrics such as the individual's glycemic variability that may be shared with physicians and caregivers will lead to better health outcomes, and we expect that as more people with diabetes adopt our system, that utilization of our sensors will increase.

- **Expand the use of our products to other patient care settings and patient demographics.** On February 3, 2014, the FDA approved a Pediatric Indication for the G4 PLATINUM, enabling us to market and sell that system in the United States to persons two years old and older who have diabetes. We believe our sensor technology may also be beneficial to women who develop gestational diabetes during their pregnancy and we intend to seek approval for a pregnancy indication in the future. We believe there is an unmet medical need for continuous glucose monitoring in the hospital setting. According to the ADA , diabetes related hospitalizations totaled 24.3 million days in 2007, an increase of 7.4 million days from 2002. In addition, studies show that many hospital patients without diabetes suffer episodes of hyperglycemia. As of 1998, as many as 1.5 million hospitalized patients in the United States had significant hyperglycemia without a history of diabetes. A study of over 1,500 hospitalized patients, of which only 13% had a history of diabetes, concluded that intensive insulin therapy to maintain blood glucose levels reduced mortality among critically ill patients in the surgical intensive care unit and improved patient outcomes. To address this patient population, we entered into an exclusive agreement with Edwards to develop jointly and market a specific product platform for the in-hospital critical care glucose monitoring market.
- **Provide a high level of customer support, service and education.** We support our sales and marketing efforts with a customer service program that includes customer training and support. We provide direct technical support by telephone 24 hours a day in the U.S. and Canada to customers, endocrinologists, physicians and diabetes educators to promote safe and successful use of our products.
- **Pursue the highest safety and quality levels for our products.** We have established an organization that is highly focused on product quality and customer safety. We have developed in-house engineering, quality assurance, clinical and regulatory expertise, and data analysis capabilities. Additionally, we seek to continue to establish credible and open relationships with regulatory bodies, physician opinion leaders and scientific experts. These capabilities and relationships will assist us in designing products that we believe will meet or exceed expectations for reliable, safe performance.

Our Technology Platform

The development of a continuous glucose monitor requires successful coordination and execution of a wide variety of technology disciplines, including biomaterials, membrane systems, electrochemistry, low power microelectronics, telemetry, software, algorithms, implant tools and sealed protective housings. We have developed in-house expertise in each of these disciplines. We believe we have a broad technology platform that will support the development of multiple products for 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 level 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 ambulatory glucose monitoring systems use radiofrequency telemetry to wirelessly transmit information from the transmitter, which sits in a pod atop the sensor, to our receiver. We have developed the technology for reliable transmission and reception and have consistently demonstrated a high rate of successful transmissions from sensor to receiver in our clinical trials. Our receiver then processes and displays real-time and trended glucose values, and provides alerts. We have used our extensive database of continuous glucose data from our clinical trials to create software and algorithms for the display of data to customers.

Other Technology Applications

Additionally, we have gained our technology expertise by learning to design implants that can withstand the rigors of functioning within the human body for extended periods of time. In addition to the foreign body response, we have overcome other problems related to operating within the human body, such as device sealing, miniaturization, durability and sensor geometry. We believe that, over time, the expertise gained in overcoming these problems may support the development of additional products beyond glucose monitoring.

Products in Development

We are leveraging our technology platform to enhance the capabilities of our current products (including obtaining expanded indications of use) and to develop additional continuous glucose monitoring products. We plan to develop future generations of technologies focused on improved performance and convenience and that will enable intelligent insulin administration. Over the longer term, we plan to develop networked platforms with open architecture, connectivity and transmitters capable of communicating with other devices. We intend to seek a pregnancy indication for women who develop gestational diabetes during pregnancy in the future.

In 2012, we entered into a development agreement with Tandem . The purpose of this development relationship is to integrate our technology into the insulin pump product offering of Tandem , enabling their insulin pump to receive glucose readings from our transmitter and display this information on the pump's screen.

Continuous Glucose Monitoring Disposable Sensor & Reusable Transmitter

Our sensor includes a tiny wire-like electrode coated with our sensing membrane system. This disposable sensor comes packaged with an integrated insertion device and is contained in a small plastic housing platform, or pod. The base of the pod has adhesive that attaches it to the skin. The sensor is intended to be easily and reliably inserted by the user by exposing the adhesive, placing the pod against the surface of the skin of the abdomen and pushing down on the insertion device. The insertion device first extends a narrow gauge needle containing the sensor into the subcutaneous tissue and then retracts the needle, leaving behind the sensor in the tissue and the pod adhered to the skin. The user then disposes of the insertion device and snaps the reusable transmitter to the pod. After a stabilization period of a few hours, the user is required to calibrate the receiver with two measurements from a single-point finger stick device and the disposable sensor begins wirelessly transmitting the continuous glucose data at specific intervals to the handheld receiver. Users are prompted by the receiver to calibrate the system twice per day with finger stick measurements throughout the seven day usage period to ensure reliable operation, which calibration may be accomplished by using any FDA approved blood glucose meter. Currently, the G4 PLATINUM is indicated for use as adjunctive devices to complement, not replace, information obtained from standard home blood glucose monitoring devices, although in the future we may seek replacement claim labeling from the FDA for the use of future generation sensors as the sole basis for making therapeutic adjustments.

The disposable sensor contained in the G4 PLATINUM is intended to function for up to seven days after which it may be replaced. After seven days, the user simply removes the pod and attached sensor from the skin and discards them while retaining the reusable transmitter. A new sensor and pod can then be inserted and used with the same receiver and transmitter for a subsequent seven day period. We are aware of reports from the field, however, that customers have been able to use sensors for periods longer than seven days.

Handheld Receiver

Our small handheld receiver is carried by the user and wirelessly receives continuous glucose values from the sensor. Proprietary algorithms and software, developed from our extensive database of continuous glucose data from clinical trials, are programmed into the receiver to process the glucose data from the sensor and display it on a user-friendly graphical user interface. With a push of a button, the user can access their current glucose value and one-, three-, six-, twelve- and twenty-four-hour trended data. Additionally, when glucose values are inappropriately high or low, the receiver provides an audible alert or vibrates. The receiver is a self-contained, durable unit with a rechargeable battery.

Sales and Marketing

We have built a direct sales organization to call on endocrinologists, physicians and diabetes educators who can educate and influence patient adoption of 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. We employ approximately 107 direct sales personnel and continue to add to our sales and marketing organization as necessary to support the commercialization of our products. We believe that referrals by physicians and diabetes educators, together with self-referrals by customers, have driven and will continue to drive adoption of our G4 PLATINUM. We directly market our products in the United States primarily to endocrinologists, physicians and diabetes educators. The approval by the FDA of a Pediatric

Indication for our G4 PLATINUM system in February 2014 also allows our direct sales personnel to call on pediatric endocrinologists and pediatricians who can educate and influence adoption of continuous glucose monitoring by parents who have children aged two years or older with diabetes. Although the number of diabetes patients is significant, the number of physicians and educators influencing these patients is relatively small. As of 2008, there were an estimated 4,000 clinical endocrinologists in the United States. As a result, we believe our direct, highly specialized and focused sales organization is sufficient for us to support our sales efforts for the foreseeable future.

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

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

Our sales organization competes with the experienced and well-funded marketing and sales operations of our competitors. We have relatively limited experience developing and managing a direct sales organization and we may be unsuccessful in our attempt to manage and expand the sales force. Developing a direct sales organization is a difficult, expensive and time consuming process. To be successful we must:

- recruit and retain adequate numbers of effective sales personnel;
- effectively train our sales personnel in the benefits of our products;
- establish and maintain successful sales, marketing, training and education programs that encourage endocrinologists, physicians and diabetes educators to recommend our products to their patients; and
- manage geographically disbursed operations.

Competition

The market for blood glucose monitoring devices is intensely competitive, subject to rapid change and significantly affected by new product introductions. Four companies, Roche Disetronic, a division of Roche Diagnostics; LifeScan, Inc., a division of Johnson & Johnson; the MediSense and TheraSense divisions of Abbott Laboratories; and Bayer Corporation, currently account for substantially all of the worldwide sales of self-monitored glucose testing systems. These competitors' products use a meter and disposable test strips to test blood obtained by pricking the finger or, in some cases, the forearm. In addition, other companies are developing or marketing minimally invasive or noninvasive glucose testing devices and technologies that could compete with our devices. There are also a number of academic and other institutions involved in various phases of our industry's technology development.

Several companies have attempted to address the limitations of single-point finger stick devices by developing continuous glucose monitoring systems. To date, in addition to DexCom, we are aware that two other companies, Medtronic, Inc. ("Medtronic") , and Abbott Diabetes Care, Inc. ("Abbott") , have received approval from the FDA to market, and actively market, continuous glucose monitors. Abbott has discontinued selling its Freestyle Navigator glucose monitoring system in the United States; however, Abbott filed a clinical study for home use of the Navigator II system in the United States and in October 2012 they initiated a limited launch of the Navigator II system in Europe. We believe that Abbott is also conducting clinical studies on a new glucose monitoring platform and has conducted an initial launch of this new system in Europe. Except for our SEVEN, SEVEN PLUS, and G4 PLATINUM, we believe that none of the products that have received FDA approval are labeled for more than six days of use. We also believe that none of the FDA approved products are labeled for use as a replacement for single-point finger stick devices.

A number of companies, including Roche, are developing next generation real-time continuous glucose monitoring or sensing devices and technologies as well as several other companies that are developing non-invasive continuous glucose monitoring products to measure the patient's glucose level. The majority of these non-invasive technologies do not pierce the skin, but instead typically analyze signatures reflected back from energy that has been directed into the patient's skin, tissue or bodily fluids.

Many of our competitors are either publicly traded or are divisions of publicly traded companies, and they enjoy several competitive advantages, including:

- significantly greater name recognition;

- established relations with healthcare professionals, customers and third-party payors;
- established distribution networks;
- additional lines of products, and the ability to offer rebates or 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; and
- greater financial and human resources for product development, sales and marketing, and patent litigation.

As a result, we may be unable to compete effectively against these companies or their products.

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;
- effective sales, marketing and distribution;
- brand awareness and strong acceptance by healthcare professionals and people with diabetes;
- customer service and support and comprehensive education for people with diabetes and diabetes care providers;
- speed of product innovation and time to market;
- regulatory expertise; and
- technological leadership and superiority.

Manufacturing

We currently manufacture our devices at our headquarters in San Diego, California. At December 31, 2014 these facilities have more than 13,000 square feet of laboratory space and approximately 10,000 square feet of controlled environment rooms. In July 2012, the FDA completed an inspection of our facilities, and did not identify any observations or require any other types of corrective action. During a routine FDA post-approval facility inspection ending on November 7, 2013, the FDA issued a Form 483 with several observations regarding DexCom Medical Device Reporting ("MDR") procedures and complaint reportability determinations. DexCom responded to the observations on November 26, 2013. On March 14, 2014, we received a warning letter from the FDA related to administrative deficiencies in filing MDRs. On April 2, 2014, we responded to the warning letter. The FDA confirmed receipt and is currently reviewing our response.

There are technical challenges to increasing manufacturing capacity, including FDA qualification of new manufacturing facilities, equipment design and automation, material procurement, problems with production yields, and quality control and assurance. We have focused significant effort on continual improvement programs in our manufacturing operations intended to improve quality, yields and throughput. We have made progress in manufacturing to enable us to supply adequate amounts of product to support our commercialization efforts, however we cannot guaranty that supply will not be constrained going forward. Additionally, the production of our continuous glucose monitoring systems must occur in a highly controlled and clean environment to minimize particles and other yield- and quality-limiting contaminants. Developing commercial-scale manufacturing facilities has and will continue to require the investment of substantial additional funds and the hiring and retaining of additional management, quality assurance, quality control and technical personnel who have the necessary manufacturing experience. Manufacturing is subject to numerous risks and uncertainties described in detail in "Risk Factors" below.

We manufacture our G4 PLATINUM systems with components supplied by outside vendors and with parts manufactured by us internally. Key components that we manufacture internally include our wire-based sensors for our G4 PLATINUM systems. The remaining components and assemblies are purchased from outside vendors. We then assemble, test, package and ship the finished G4 PLATINUM systems, which include a reusable transmitter, a receiver, and disposable sensors.

We purchase certain components and materials from single sources due to quality considerations, costs or constraints resulting from regulatory requirements. Currently, those single sources are OnCore Manufacturing Services, which manufactures and supplies circuit boards for our receiver and transmitter; ON Semiconductor Corp, which produces the application specific integrated circuits used in our transmitters; DSM PTG, Inc., which manufactures certain polymers used to synthesize our polymeric membranes for our sensors; and The Tech Group, which produces injection molded components. In some cases, agreements with these and other suppliers can be terminated by either party upon short notice. We may not be able to quickly establish additional or replacement suppliers for our single-source components, especially after our products are commercialized, in part because of the FDA approval process and because of the custom nature of the parts we designed. Any

supply interruption from our vendors or failure to obtain alternate vendors for any of the components would limit our ability to manufacture our systems, and could have a material adverse effect on our business.

Third-Party Reimbursement

As a medical device company, reimbursement from Medicare and private third-party healthcare payors is an important element of our success. Although the Centers for Medicare and Medicaid ("CMS") released 2008 Alpha-Numeric Healthcare Common Procedure Coding System ("HCPCS") codes applicable to each of the three components of our continuous glucose monitoring systems, to date, our approved products are not reimbursed by virtue of a national coverage decision by Medicare. It is not known when, if ever, Medicare will adopt a national coverage decision with respect to continuous glucose monitoring devices. Until any such coverage decision is adopted by Medicare, reimbursement of our products will generally be limited to those customers covered by third-party payors that have adopted coverage policies for continuous glucose monitoring devices that includes our devices. As of February 25, 2015 , the seven largest private third-party payors, in terms of the number of covered lives, have issued coverage policies for the category of continuous glucose monitoring devices. In addition, we have negotiated contracted rates with six of those third-party payors for the purchase of our G4 PLATINUM systems by their members. Many of these coverage policies reimburse for our products under durable medical equipment benefits, are restrictive in nature and require the patient to comply with extensive documentation and other requirements to demonstrate medical necessity under the policy. In addition, customers who are insured by payors that do not offer coverage for our devices will have to bear the financial cost of the products. We currently employ in-house 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 had formal meetings and have increased our efforts to create and liberalize coverage policies with third-party payors, including obtaining reimbursement for our products under pharmacy benefits, and expect to continue to do so in fiscal 2015. However, unless government and other third-party payors provide adequate coverage and reimbursement for our products, people with diabetes may not use them on a widespread basis.

Medicare, Medicaid, health maintenance organizations and other third-party payors are increasingly attempting to contain healthcare costs by limiting both coverage and the level of reimbursement of new medical devices, and, as a result, their coverage policies may be restrictive, or they may not cover or provide adequate payment for our products. In order to obtain reimbursement arrangements, 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 requiring prospective reimbursement and second opinions, purchasing in groups, or redesigning benefits. Our dependence on the commercial success of our G4 PLATINUM 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 products, our financial performance may be harmed.

In some foreign markets, pricing and profitability of medical devices are subject to government control. In the United States, we expect that there will continue to be federal and state proposals for similar controls. Also, the trends toward managed healthcare in the United States and proposed legislation 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.

Intellectual Property

Protection of our intellectual property is a strategic priority for our business. We rely on a combination of patent, copyright and other intellectual property laws, trade secrets, nondisclosure agreements and other measures to protect our proprietary rights. As of February 2015 , we had obtained 247 issued U.S. patents, and had 245 additional U.S. patent applications pending. We believe it will take up to five years, and possibly longer, for these pending U.S. patent applications to result in issued patents. As of February 2015 , we have 23 international applications filed under the Patent Cooperation Treaty, 20 granted European patents, 46 European patent applications pending, 9 granted Japanese patents, 6 Japanese patent applications pending, 17 registered U.S. trademarks, 23 pending U.S. trademark applications, 10 registered European trademarks, 6 pending European trademark application, and 1 registered Japanese trademarks. We also have one pending trademark application in each of a number of countries in Asia, Latin America and the Middle East. In addition, a Madrid Protocol Trademark Registration is pending in each of a number of countries in Asia, Latin America, Europe and the Middle East. Our patents begin expiring in 2017.

Together, 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, our

patents may not be upheld. Any patents issued to us may be challenged by third parties as being invalid or unenforceable, or third parties may 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 foreign countries where the laws may not protect our proprietary rights as fully as in the United States.

The medical device industry in general, and the glucose testing sector of this industry in particular, are characterized by the existence of a large number of patents and frequent litigation based on assertions of patent infringement. We are aware of numerous patents issued to third parties that may relate to aspects of our business, including the design and manufacture of continuous glucose monitoring sensors and membranes, as well as methods for continuous glucose monitoring. The owners of each of these patents could assert that the manufacture, use or sale of our continuous glucose monitoring systems infringes one or more claims of their patents. Each of these patents contains multiple claims, any one of which may be independently asserted against us. There may be patents of which we are presently unaware that may relate to aspects of our technology that could materially and adversely affect our business. In addition, because patent applications can take many years to issue, there may be currently pending applications that are unknown to us, which may later result in issued patents that may materially and adversely affect our business.

Any adverse determination in litigation or interference proceedings to which we are or may become a party relating to patents could subject us to significant liabilities to third parties or require us to seek licenses from other third parties. 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/or attorney fees for the prevailing party. 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 require ongoing royalties. We may be unable to obtain necessary licenses on satisfactory terms, if at all. If we do not obtain necessary licenses, we may not be able to redesign our products to avoid infringement and any redesign may not receive FDA approval in a timely manner. Adverse determinations in a judicial or administrative proceeding or failure to obtain necessary licenses could prevent us from manufacturing and selling our products, which would have a significant adverse impact on our business. 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, 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 guaranty 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.

Government Regulation

Our products are medical devices subject to extensive and ongoing regulation by the FDA and regulatory bodies in other countries. The Federal Food, Drug and Cosmetic Act (“FDCA”) and the FDA ’s implementing regulations govern product design and development, pre-clinical and clinical testing, pre-market clearance 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.

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 or prior approval from the FDA through the premarket approval (“PMA”) process. Our G4 PLATINUM systems are classified by the FDA as PMA medical devices. 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 Quality System Regulation (“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 FDA ’s manufacturing requirements, known as the QSR . As an example, the mobile applications that comprise the DexCom Share System were classified by the FDA as Class II, exempt, due to the fact that these mobile applications were secondary displays of the associated G4 PLATINUM Receiver. With the mobile applications classified as Class II exempt, DexCom must comply with certain general and special controls required by the FDA but does not need prior FDA approval 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.

Our G4 PLATINUM System (excluding associated DexCom Share System functionalities) has been classified as a device requiring PMA approval. 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. After a PMA -application is submitted and found to be sufficiently complete, the FDA begins an in-depth review of the submitted information. During this review period, the FDA may request additional information or clarification of information already provided. Also during the review period, an advisory panel of experts from outside the FDA may be convened to review and evaluate the application and provide recommendations to the FDA . In addition, the FDA generally will conduct a pre-approval inspection of the manufacturing facility to evaluate compliance with QSR , which requires manufacturers to implement and follow design, testing, control, documentation and other quality assurance procedures. In July 2012, the FDA completed an inspection of our facilities, and did not identify any observations or require any other types of corrective action. During a routine FDA post-approval facility inspection ending on November 7, 2013, the FDA made several observations regarding DexCom MDR procedures and complaint reportability determinations. DexCom responded to the observations on November 26, 2013. On March 14, 2014, we received a warning letter from the FDA related to administrative deficiencies in filing MDRs. On April 2, 2014, we responded to the warning letter. The FDA confirmed receipt and is currently reviewing our response.

FDA review of a PMA application generally takes between one and three years, but may take significantly longer. The FDA can delay, limit or deny approval of a PMA application for many reasons, including:

- our systems may not be safe or effective to the FDA ’s satisfaction;
- the data from our pre-clinical studies and clinical trials may be insufficient to support approval;
- the manufacturing process or facilities we use may not meet applicable requirements; and
- changes in FDA approval policies or adoption of new regulations may require additional data.

If an FDA evaluation of a PMA application or manufacturing facilities is favorable, the FDA will either issue an approval letter, or approvable letter, which usually contains a number of conditions which must be met in order to secure final approval of the PMA . When and if those conditions have been fulfilled to the satisfaction of the FDA , the agency will issue a PMA approval letter authorizing commercial marketing of a device, subject to the conditions of approval and the limitations established in the approval letter. If the FDA ’s evaluation of a PMA application or manufacturing facilities is not favorable, the FDA will deny approval of the PMA or issue a not approvable letter. The FDA may also determine that additional trials are necessary, in which case the PMA approval may be delayed for several months or years while the trials are conducted and data is submitted in an amendment to the PMA . The PMA process can be expensive, uncertain and lengthy and a number of devices for which FDA approval has been sought by other companies have never been approved by the FDA for marketing.

New PMA applications or PMA supplements may be required for modifications to the manufacturing process, labeling, device specifications, materials or design of a device that is approved through the PMA process. PMA supplements often require submission of the same type of information as an initial PMA application, except that the supplement is limited to information needed to support any changes from the device covered by the approved PMA application and may or may not require as extensive clinical data or the convening of an advisory panel.

Clinical trials are almost always required to support a PMA application and are sometimes required for a 510(k) clearance. These trials generally require submission of an application for an investigational device exemption (“IDE”) to the FDA . The IDE application must be supported by appropriate data, such as animal and laboratory testing results, showing that it is safe to test the device in humans and that the testing protocol is scientifically sound. The IDE application must be approved in advance by the FDA for a specified number of patients, unless the product is deemed a non-significant risk device and eligible for abbreviated IDE requirements. Generally, clinical trials for a significant risk device may begin once the IDE application is approved by the FDA and the study protocol and informed consent are approved by appropriate institutional review boards at the clinical trial sites. The FDA ’s approval of an IDE allows clinical testing to go forward, but does not bind the FDA to accept the results of the trial as sufficient to prove the product’s safety and efficacy, even if the trial meets its intended success criteria. All clinical trials must be conducted in accordance with the FDA ’s IDE regulations, which govern investigational device labeling, prohibit promotion, and specify an array of recordkeeping, reporting and monitoring responsibilities of study sponsors and study investigators. Clinical trials must further comply with the FDA ’s regulations for institutional review board approval and for informed consent and other human subject protections. Required records and reports are subject to inspection by the FDA . The results of clinical testing may be unfavorable or, even if the intended safety and efficacy success criteria are achieved, may not be considered sufficient for the FDA to grant approval or clearance of a product. The commencement or completion of any of our clinical trials may be delayed or halted, or be inadequate to support approval of a PMA application, 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 do not comply with trial protocols;
- patient follow-up is not 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 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 clinical trial protocol, good clinical practices or other FDA requirements;
- DexCom or third-party organizations do not perform data collection, monitoring and 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 DexCom or the study that the FDA deems to make the study results unreliable, or DexCom or investigators fail to disclose such interests;
- regulatory inspections of our clinical trials or manufacturing facilities, which may, among other things, require us to undertake corrective action or suspend or terminate our clinical trials;
- changes in governmental regulations 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 our trial design is inadequate to demonstrate safety and efficacy.

In November 2011, SweetSpot received 510(k) clearance from the FDA to market to clinics a data management service, which helps healthcare providers and patients see, understand and use blood glucose meter data to diagnose and manage diabetes. SweetSpot's data transfer service is registered with the FDA as a MDDS and allows researchers to control the transfer of data from certain diabetes devices to research tools and databases according to their own research workflows. Additional functions of, or intended uses for, the SweetSpot software platform will require us to obtain either 510(k) clearance or PMA approval from the FDA . To obtain 510(k) clearance, we must submit a pre-market notification demonstrating that the software system is substantially equivalent to a previously cleared 510(k) device or a pre-amendment device that was in commercial distribution before May 28, 1976 for which the FDA has not yet called for the submission of a PMA application. The FDA 's 510(k) clearance pathway generally takes from three to twelve months from the date the application is completed, but can take significantly longer. After a medical device receives 510(k) clearance, any modification that could significantly affect its safety or effectiveness, or that would constitute a significant change in its intended use, requires a new 510(k) clearance.

After a device is approved 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 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 ("GMP") 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.

Fraud and Abuse Laws and Other Compliance Requirements

The healthcare industry is subject to various 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 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 the referral of an individual, or the furnishing, recommending, or arranging of a good or service, for which payment may be made 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, waiver of payments, and providing anything at less than its fair market value. The Department of Health and Human Services ("HHS") has issued regulations, commonly known as safe harbors, that set forth certain provisions which, if fully met, will assure healthcare providers and other parties that they will not be prosecuted under the federal Anti-Kickback Statute. The failure of a transaction or arrangement to fit precisely within one or more safe harbors does not necessarily mean that it is illegal or that prosecution will be pursued. However, conduct and business arrangements that do not fully satisfy each applicable safe harbor may result in increased scrutiny by government enforcement authorities such as the HHS Office of Inspector General.

The penalties for violating the federal Anti-Kickback Statute include imprisonment for up to five years, fines of up to $25,000 per violation and possible exclusion from federal healthcare programs such as Medicare and Medicaid. Many states have adopted prohibitions similar to the federal Anti-Kickback Statute, some of which apply to the referral of patients for healthcare services reimbursed by any source, not only by the Medicare and Medicaid programs.

Federal False Claims Act. The federal False Claims Act prohibits the knowing filing of a false claim or the knowing use of false statements to obtain payment from the federal government. When an entity is determined to have violated the False Claims Act, it must pay three times the actual damages sustained by the government, plus mandatory civil penalties of between $5,500 and $11,000 for each separate false claim. Suits filed under the False Claims Act, known as "qui tam" actions, 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. 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, pay fines or be excluded from Medicare, Medicaid or other federal or state healthcare programs as a result of an investigation arising out of such action.

HIPAA. The Health Insurance Portability and Accountability Act of 1996 ("HIPAA") created two new 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. 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. A violation of this statute is a felony and may result in fines or imprisonment.

FCPA. Additionally, the U.S. Foreign Corrupt Practices Act ("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. 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.

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 (the "Sunshine Act"). Beginning in 2013 and 2014, we are required to track and publicly report, respectively, gifts and payments made to physicians and teaching hospitals. Many of these requirements are new and uncertain, and failure to comply could result in a range of fines, penalties and/or other sanctions.

International Regulation

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

The primary regulatory body in Europe is that of 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. Devices that comply with the requirements of a relevant directive will be entitled to bear the CE conformity marking, indicating that the device conforms to the essential requirements of the applicable directives and, accordingly, can be commercially distributed throughout Europe. 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 may consist of an audit of the manufacturer's quality system and specific testing of the manufacturer's product. An assessment by a Notified Body of one country within the European Union is required in order for a manufacturer to commercially distribute the product throughout the European Union. 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.

Environmental Regulation

Our research and development, clinical and manufacturing 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.

Employees

As of December 31, 2014 , we had 838 full-time employees and 223 contract and temporary employees. Approximately 182 full-time employees are engaged in research and development, clinical, regulatory and quality assurance, 271 in manufacturing and 385 in selling, general and administrative functions. None of our employees are represented by a labor union or covered by a collective bargaining agreement. We have never experienced any employment-related work stoppages and consider our employee relations to be good.

Available Information

Our Internet website address is www.dexcom.com. We provide free access to various reports that we file with or furnish to the SEC through our website, as soon as reasonably practicable after they have been filed or furnished. These reports include, but are not limited to, our annual reports on Form 10-K, quarterly reports on Form 10-Q, current reports on Form 8-K, and any amendments to those reports. Our SEC reports can be accessed through the investor relations section of our website, or through www.sec.gov. Also available on our website are printable versions of our Audit Committee charter, Compensation Committee charter, Nominating and Corporate Governance Committee charter, and Business Code of Conduct and Ethics. Information on our website does not constitute part of this Annual Report on Form 10-K or other report we file or furnish with the SEC. Stockholders may request copies of these documents from:

DexCom, Inc.
6340 Sequence Drive
San Diego, CA 92121
(858) 200-0200

ITEM 1A. RISK FACTORS

Factors that May Affect our Financial Condition and Results of Operations

Risks Related to Our Business

We have a limited operating history and our products may never achieve market acceptance.

We expect that sales of our G4 PLATINUM system which consists of a handheld receiver, reusable transmitter and disposable sensor, will account for substantially all of our product revenue for the foreseeable future. We have relatively limited experience in selling our products and we might be unable to successfully expand the commercialization of our products on a wide scale for a number of reasons, including:

- the approval to sell our G4 system in the European Union, Australia, New Zealand, and the countries in Asia and Latin America that recognize our CE Mark in June 2012 and approval for our G4 PLATINUM system in the United States in October 2012 means that we have relatively limited experience selling our G4 system;
- the approval for a Pediatric Indication of our G4 PLATINUM system in the United States, Canada, European Union, Australia, New Zealand and the countries in Asia and Latin America that recognize our CE Mark means that we have limited experience selling and marketing the G4 PLATINUM system to persons aged two to 17 years or their legal guardians;
- the recent approval for a Professional Use Indication of our G4 PLATINUM system in the United States means that we have limited experience selling and marketing the G4 PLATINUM system to healthcare professionals;
- widespread market acceptance of our products by physicians and people with diabetes will largely depend on our ability to demonstrate their relative safety, efficacy, 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;
- our FDA and other regulatory submissions may be delayed, or approved with limited product labeling;
- we may not be able to manufacture our products in commercial quantities or at an acceptable cost;
- people with diabetes do not generally receive broad reimbursement from third-party payors for their purchase of our products since many payors require that a policy holder meet specific medical criteria to qualify for reimbursement, which may reduce widespread use of our products;
- the uncertainties associated with establishing and qualifying new manufacturing facilities;
- our systems are not labeled as a replacement for the information that is obtained from single-point finger stick devices;
- people with diabetes will need to incur the costs of our systems in addition to single-point finger stick devices;
- the relative immaturity of the continuous glucose monitoring market internationally, and the general absence of international reimbursement of continuous glucose monitoring devices by third-party payors and government healthcare providers outside the United States;
- the introduction and market acceptance of competing products and technologies;
- our inability to obtain sufficient quantities of supplies at appropriate quality levels from our single-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.

Our G4 PLATINUM system is more invasive than current self-monitored glucose testing systems, including single-point finger stick devices, and people with diabetes may be unwilling to insert a sensor in their body, especially if their current diabetes management involves no more than two finger sticks per day. Moreover, people with diabetes may not perceive the benefits of continuous glucose monitoring and may be unwilling to change their current treatment regimens. In addition, physicians tend to be slow to change their medical treatment practices because of perceived liability risks arising from the use of new products. Physicians may not recommend or prescribe our products until (i) there is more long-term clinical evidence to convince them to alter their existing treatment methods, (ii) there are additional recommendations from prominent physicians that our products are effective in monitoring glucose levels and (iii) reimbursement or insurance coverage is more widely available. We cannot predict when, if ever, physicians and people with diabetes may adopt more widespread use of continuous

glucose monitoring systems, including the G4 PLATINUM system. If the G4 PLATINUM system does not achieve an adequate level of acceptance by people with diabetes, physicians and healthcare payors, we may not generate significant product revenue and we may not become profitable.

We have incurred losses since inception and anticipate that we will incur continued losses in the future.

We have incurred net losses in each year since our inception in May 1999, including a net loss of $22.4 million for the twelve months ended December 31, 2014 . As of December 31, 2014 , we had an accumulated deficit of $497.8 million . We have financed our operations primarily through private and public offerings of equity securities and debt, and the sales of our products, and have devoted a substantial portion of our resources to research and development relating to our continuous glucose monitoring systems, including our in-hospital product development, and more recently, we have incurred significant sales and marketing and manufacturing expenses associated with the commercialization of the G4 PLATINUM system. In addition, 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 sensor, and sensor augmented insulin pump collaborations. We also expect that our general and administrative expenses will continue to increase due to the additional operational and regulatory burdens applicable to public healthcare and medical device companies. As a result, we expect we may continue to incur operating losses in the future. These losses, among other things, have had and will continue to have an adverse effect on our stockholders' equity.

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, which have been adversely impacted by continued global economic uncertainty, political instability and military hostilities in multiple geographies, concerns over the downgrade of U.S. sovereign debt and continued sovereign debt, monetary and financial uncertainties in Europe and other foreign countries. These conditions have 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, we may experience a decrease in revenue and our performance would 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 experienced job losses and may continue to experience issues gaining timely access to sufficient health insurance or credit, which could result in their unwillingness to purchase products or an impairment of their ability to make timely payments to us. 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 financial condition and operating results.

We may require additional funding to continue the commercialization of our G4 PLATINUM systems or the development and commercialization of our future generation and other continuous glucose monitoring systems, including our sensor augmented insulin pump systems developed in collaboration with Animas and Tandem .

Our operations have consumed substantial amounts of cash since inception. We expect to continue to spend substantial amounts on commercializing our products, including growth of our manufacturing capacity, and on research and development, including conducting clinical trials for our next generation ambulatory continuous glucose monitoring sensors and systems. For the twelve months ended December 31, 2014 , we generated $23.6 million in net cash from operating activities, compared to $2.4 million for the same period in 2013 , and as of December 31, 2014 , we had working capital of $105.3 million which included $83.6 million in cash, cash equivalents and short-term marketable securities, and excluded $1.0 million in restricted cash. We expect that our cash generated by operations will increase in each of the next several years, and, although (1) we have the ability to borrow up to an additional $15.0 million pursuant to the Loan Agreement we entered into with Silicon Valley Bank and Oxford Finance in November 2012, and (2) we were awarded a $4.0 million grant from the Helmsley Trust in July 2013, we may need additional funds to continue the commercialization of our products and for the development and commercialization of our next generation sensors and systems. 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 technological developments;
- the terms and timing of any collaborative, licensing and other arrangements that we may establish; and
- the acquisition of businesses, 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 we may have to delay development or commercialization of our other 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 financial condition.

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 intend to acquire or make other investments in complementary companies, products or technologies. In March 2012, we acquired SweetSpot, our only acquisition to date. We may not realize the anticipated benefit of the acquisition of SweetSpot or any future acquisition, 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 anticipate. 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 securities to pay for any additional future acquisitions or investments, the issuance of which could be dilutive to our existing shareholders. In addition, our operating results may suffer because of acquisition-related costs or amortization expenses or charges relating to acquired intangible assets.

If we are unable to continue the development of an adequate sales and marketing organization, or if our direct sales organization is not successful, we may have difficulty achieving market awareness and selling our products.

To achieve commercial success for the G4 PLATINUM system and our future products, we must continue to develop and grow our sales and marketing organization and enter into partnerships or other arrangements to market and sell our products. We currently employ a small direct sales force to market our products in the United States. In the United States, our sales force calls directly on healthcare providers and people with diabetes throughout the country to initiate sales of our products. Our sales 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 in the new territories. We have also entered into distribution arrangements to leverage existing distributors already engaged in the diabetes marketplace. Our U.S. distribution partnerships are focused on accessing underrepresented regions and, in some instances, third-party payors that contract exclusively with distributors. Our European and other international distribution partners call directly on healthcare providers to market and sell our products in Canada, Europe, Australia, New Zealand, Asia, the Middle East and Latin America. 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.

Additionally, to aid our efforts to obtain timely and comprehensive reimbursement of our products for our customers, we must continue to improve our customer service processes and scale our information technology systems.

Developing and managing a direct sales organization is a difficult, expensive and time consuming process. To be successful we must:

- recruit and retain adequate numbers of effective and experienced sales personnel;
- effectively train our sales personnel in the benefits and risks of our products;
- establish and maintain successful sales, marketing and education programs that educate endocrinologists, physicians and diabetes educators so they can appropriately inform their patients about our products; and
- manage geographically disbursed sales and marketing operations.

If we are unable to establish adequate sales, marketing and distribution capabilities or enter into and maintain arrangements with third parties to sell, market and distribute our products, our business may be harmed.

We have entered into distribution arrangements to leverage established distributors already engaged in the diabetes marketplace. We have entered into distribution agreements with Byram Healthcare and its subsidiaries ("Byram") and RGH Enterprises, Inc. (“Edgepark”) (and their affiliates), pursuant to which we generated approximately 18% and 11% , respectively, of our total revenue during the twelve months ended December 31, 2014 . We cannot guaranty 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 operating performance. Additionally, to the extent that we enter into additional arrangements with third parties to perform sales, marketing, distribution and billing services in the United States, Europe or other countries, our product margins could be lower than if we directly marketed and sold our products. Furthermore, 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. In addition, market acceptance of our products by physicians and people with diabetes in Europe or other countries will largely depend on our ability to demonstrate their relative safety, efficacy, reliability, cost-effectiveness and ease of use. If we are unable to do so, we may not be able to generate product revenue from our sales efforts in Europe or other countries. Finally, if we are unable to establish and maintain adequate sales, marketing and distribution capabilities, independently or with others, we may not be able to generate adequate product revenue and may not become profitable.

Although many third-party payors have adopted some form of coverage policy on continuous glucose monitoring devices, our products do not yet have simple broad-based contractual coverage with third-party payors and we frequently experience administrative challenges in obtaining reimbursement for our customers. If we are unable to obtain adequately broad reimbursement at acceptable prices for our products or any future products from third-party payors, we will be unable to generate significant revenue.

As a medical device company, reimbursement from Medicare and private third-party healthcare payors is an important element of our success. Although the Centers for Medicare & Medicaid Services (“CMS”) in 2008 released Alpha-Numeric Healthcare Common Procedure Coding System (“HCPCS”) codes applicable to each of the three components of our continuous glucose monitoring systems, to date, our approved products are not reimbursed by virtue of a national coverage decision by Medicare. It is not known when, if ever, Medicare will adopt a national coverage decision with respect to continuous glucose monitoring devices. Until any such coverage decision is adopted by Medicare, reimbursement of our products will generally be limited to those people with diabetes covered by third-party payors that have adopted policies for continuous glucose monitoring devices allowing for coverage of these devices if certain conditions are met. As of February 25, 2015 , the seven largest private third-party payors, in terms of the number of covered lives, have issued coverage policies for the category of continuous glucose monitoring devices. In addition, we have negotiated contracted rates with six of those third-party payors for the purchase of our products by their members. However, people with diabetes without insurance that covers our products will have to bear the financial cost of them. In the United States, people with diabetes using existing single-point finger stick devices are generally reimbursed all or part of the product cost by Medicare or other third-party payors. The commercial success of our products in both domestic and international markets will substantially depend on whether third-party reimbursement is widely available for individuals that use them. While many third-party payors have adopted some form of coverage policy on continuous glucose monitoring devices typically under durable medical equipment benefits, those coverage policies frequently require significant medical documentation in order for policy holders to obtain reimbursement, and as a result, we have experienced difficulty in improving the efficiency of our customer service group. In addition, Medicare, Medicaid, health maintenance organizations and other third-party payors are increasingly attempting to contain healthcare costs by limiting both coverage and the level of reimbursement of new medical devices, and, as a result, 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 requiring prospective reimbursement and second opinions, purchasing in groups, or redesigning benefits. Furthermore, 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 initial dependence on the commercial success of the G4 PLATINUM system 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 the G4 PLATINUM system, people without coverage who have diabetes may not use our products.

In some foreign markets, pricing and profitability of medical devices are subject to government control. In the United States, we expect that there will continue to be federal and state proposals for similar controls. Also, the trends toward managed healthcare in the United States and proposed legislation 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.

We may never receive approval or clearance from the FDA and other governmental agencies to market our next generation ambulatory system, expanded indications for use of current and future generation ambulatory systems, and SweetSpot software platforms or the GlucoClear system, our blood-based in-vivo automated glucose monitoring system, or any other continuous glucose monitoring system under development.

Our G4 PLATINUM systems are classified by the FDA as PMA medical devices. The PMA process requires us to prove the safety and efficacy of our ambulatory system 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 . Any future general ambulatory system or expanded indications for use of current and future generation ambulatory systems will require approval of the applicable regulatory authorities.

Tandem has submitted its PMA seeking approval for Tandem 's sensor augmented insulin delivery system. We cannot predict when, if ever, those products will be approved in the United States. We intend to seek either 510(k) clearances or PMA approvals for certain changes and modifications to SweetSpot's existing software platform, but cannot predict when, if ever, those changes and modifications will be approved.

In addition, we have completed the development of the second generation GlucoClear product with Edwards . There are no current commercial activities led by Edwards to continue the commercialization of the GlucoClear system, however, Edwards may continue to develop regulatory pathways for the system. The 510(k) process would require us to establish (including through pre-clinical testing, bench testing, and/or potentially clinical data) that the GlucoClear system is substantially equivalent in terms of indication, technological characteristics, and performance to one or more legally marketed devices eligible to be cited as predicates in the 510(k) process. We cannot predict whether the FDA will classify the GlucoClear as a 510(k) product, nor can we predict when, if ever, the GlucoClear system will obtain FDA clearance or approval.

The FDA can refuse to grant the GlucoClear system 510(k) clearance 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;
- the system may not satisfy the FDA 's safety or efficacy requirements;
- the data from pre-clinical studies and clinical trials may be insufficient to support 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 , future generations of our ambulatory system, expanded indications for use of current and future generation ambulatory systems, SweetSpot, the GlucoClear system, or any other continuous glucose monitoring system under development, may not be approved or cleared for the indications that are necessary or desirable for successful commercialization. We may not obtain the necessary regulatory approvals or clearances to market these continuous glucose monitoring systems in the United States or outside of the United States. Any delay in, or failure to receive or maintain, approval or clearance for the next generation of our ambulatory system or the GlucoClear system, could prevent us from generating revenue from these products or achieving profitability. The uncertain timing of regulatory approvals for future generations of our ambulatory products could subject our current inventory to excess or obsolescence charges, which could have an adverse effect on our operating results.

If we are unable to successfully complete the pre-clinical studies or clinical trials necessary to support additional PMA or 510(k) applications or supplements, we may be unable to commercialize our continuous glucose monitoring systems under development, including future generations of our ambulatory system, ambulatory systems with expanded indications for use, the GlucoClear system or our system developed in collaboration with Tandem , which could impair our financial position.

Tandem has submitted its PMA seeking approval for Tandem 's sensor augmented insulin delivery system. In addition, Edwards may continue to develop regulatory pathways for the GlucoClear system. The GlucoClear system may ultimately be classified by the FDA as either a 510(k) or PMA product, and we may consequently be requested to provide additional data in support of any GlucoClear application.

To support these and any future additional PMA or 510(k) applications or supplements, we together with our partners, must successfully complete pre-clinical studies, bench-testing, and 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 a PMA or 510(k) 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 IDE prior to commencing clinical trials for our continuous glucose monitoring systems, 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 or 510(k) application or supplement, even if the trial's intended safety and efficacy endpoints are achieved. Additionally, since 2009, the FDA has significantly increased the scrutiny applied to its oversight of companies subject to its regulations, including 510(k) and PMA submissions, by hiring new investigators and increasing the frequency and scope of its inspections of manufacturing facilities. The FDA 's Center for Devices and Radiological Health ("CDRH") is contemplating significant changes to the 510(k) process, which could complicate the product approval process for certain of our and our partner's products, although we cannot predict the effect of such procedural changes and cannot ascertain if such changes will have a substantive impact on the approval of our products or our partners' products. If we fail to adequately respond to any changes to the 510(k) submission process and associated matters, our business may be adversely impacted.

Unexpected changes to the FDA or foreign regulatory approval processes could also delay or prevent the approval of our products submitted for review. The data contained in our submission, including data drawn from our clinical trials, may not be sufficient to support 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 could decline substantially.

The commencement or completion of any of our clinical trials may be delayed or halted, or be inadequate to support approval of a PMA or 510(k) application or supplement, 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 do not comply with 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 ("IRBs") and third-party clinical investigators may delay or reject our 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 IRB requirements;
- DexCom or third-party organizations do not perform data collection, monitoring and 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 DexCom or the study that the FDA deems to make the study results unreliable, or DexCom or investigators fail to disclose such interests;
- regulatory inspections of our clinical trials or manufacturing facilities may, 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 our trial design is inadequate to demonstrate safety and efficacy.

The results of pre-clinical studies 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 and clinical trials, or may find the clinical trial design, conduct or results inadequate to prove safety or efficacy, and may require us to pursue additional pre-clinical studies or clinical trials, which could further delay the approval of our products. If we are unable to demonstrate the safety and efficacy of our products in our clinical trials to the FDA 's satisfaction, 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 continuous glucose monitoring devices for the treatment of diabetes. These types of studies, which often require substantial investment and effort, may not show adequate, or any, clinical benefit for the use of continuous glucose monitoring devices.

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.

Healthcare reforms, changes in healthcare policies and changes to third-party reimbursements for our products may affect demand for our products.

Comprehensive healthcare legislation, signed into law in March 2010, imposes stringent compliance, recordkeeping, and reporting requirements on companies in various sectors of the life sciences industry, with which we may need to comply, and enhanced penalties for non-compliance with the new healthcare regulations. The impact of this legislation remains unclear, and costs of compliance with this legislation, or any future amendments thereto, could result in certain risks and expenses that we may have to assume.

Other political and regulatory influences are also subjecting our industry to significant changes, and we cannot predict whether new regulations will emerge at the federal or state level, or abroad. The U.S. government 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 the G4 PLATINUM system. 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 U.S. Presidential administration or Congress.

In addition, the comprehensive healthcare reform legislation included an annual excise tax on the sale of medical devices equal to 2.3% of the price of the device starting on January 1, 2013, which does not include, under Internal Revenue Service (“IRS”) guidance, our existing G4 PLATINUM systems as they are deemed to be retail medical devices under such legislation. As a result, as of December 31, 2014 , we believed that our current ambulatory products were exempt from the excise tax. We are currently evaluating whether our G4 PLATINUM system for professional use is subject to the excise tax. If our G4 PLATINUM system for professional use is deemed to be subject to the excise tax, the current tax liability is immaterial, but may become material in the future. Notwithstanding our belief, if the IRS were to determine that this tax applies to any of our current or future products, our future operating results could be harmed, which in turn could cause the price of our stock to decline. In addition, because of the uncertainty surrounding these issues, the impact of this tax has not been reflected in our forward guidance.

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

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

- billing for services;
- financial relationships with physicians and other referral sources;
- inducements and courtesies given to physicians and other health care providers and patients;
- labeling products;
- quality of medical equipment and services;
- confidentiality, maintenance and security issues associated with medical records and individually identifiable health and other personal information;

- medical device reporting;
- prohibitions on kickbacks, also referred to as anti-kickback laws or regulations;
- any scheme to defraud any healthcare benefit program;
- physician payment disclosure requirements;
- false claims; and
- professional licensure.

These laws and regulations are extremely complex and, in some cases, still evolving. In many instances, the industry does not have the benefit of significant regulatory or judicial interpretation of these laws and regulations. If our operations are found to be in violation of any of the federal, state or local laws and regulations which govern our activities, we may be subject to the applicable penalty associated with the violation, including civil and criminal penalties, damages, fines or curtailment of our operations. The risk of being found in violation of these laws and regulations is increased by the fact that many of them have not been fully interpreted by the regulatory authorities or the courts, and their provisions are open to a variety of interpretations. Any action against us for 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.

The FDA , the Office of Inspector General for the Department of Health and Human Services, the 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 pharmaceutical products, payments intended to influence the referral of federal or state healthcare business, and submission of false claims for government reimbursement. As part of our compliance program, we have reviewed our sales contracts and marketing materials and practices to assure compliance with these federal and state laws, and inform employees and marketing representatives of the Anti-Kickback Statute and their obligations thereunder. However, 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.

In addition, healthcare laws and regulations may change significantly in the future. Any new healthcare laws or regulations 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 healthcare regulatory environment may change in a way that restricts or adversely impacts our operations.

We are not aware of any governmental healthcare investigations involving our executives or us. However, any future healthcare investigations of our executives, our managers or us could result in significant liabilities or penalties to us, as well as adverse publicity.

We have limited manufacturing capabilities and manufacturing personnel, and 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.

We currently have limited resources, facilities and experience in commercially manufacturing sufficient quantities of product to meet expected demand. In the past, we have had difficulty scaling our manufacturing operations to provide a sufficient supply of product to support our commercialization efforts. From time to time, we have also experienced brief periods of backorder and, at times, have had to limit the efforts of our sales force to introduce our products to new customers. We have focused significant effort on continual improvement programs in our manufacturing operations intended to improve quality, yields and throughput. We have made progress in manufacturing to enable us to supply adequate amounts of product to support our commercialization efforts; however, we cannot guaranty that supply will not be constrained in the future. In order to produce our products in the quantities we anticipate will be necessary to meet market demand, we will need to increase our manufacturing capacity by a significant factor over the current level. In addition, we will have to modify our manufacturing design, reliability and process if and when our next generation sensor technologies are approved and commercialized. There are technical challenges to increasing manufacturing capacity, including equipment design and automation, materials procurement, manufacturing site expansion, problems with production yields and quality control and assurance. Developing 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. Also, the scaling of manufacturing capacity is subject to numerous risks and uncertainties, and may lead to variability in product quality or reliability, increased construction timelines, as well as resources required to design, install and maintain manufacturing equipment, among others, all of which can lead to unexpected delays in manufacturing output. In addition, any changes to our manufacturing processes may require FDA submission and approval and our facilities may have to undergo additional inspections by the FDA and corresponding state agencies. We may be unable to adequately maintain, develop and expand our manufacturing process and operations or obtain FDA and state agency approval of our facilities in a

timely manner or at all. If we are unable to manufacture a sufficient supply of our current products or any future products for which we may receive approval, 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 and our business will suffer.

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.

In the future, if our products experience a material defect or error, this could result in loss or delay of revenues, delayed market acceptance, damaged reputation, diversion of development resources, legal claims, increased insurance costs or increased service and warranty costs, any of which could harm our business. Such defects or errors could also prompt us to amend certain warning labels or narrow the scope of the use of our products, either of which could hinder our success in the market.

Since our commercial launch in 2006, we have experienced periodic field failures related to our products, including reports of sensor errors, sensor failures, broken sensors, receiver malfunctions and transmitter failures. We do not believe these failures necessitated device explant, other procedures, or non-standard clinical treatment or intervention. To comply with the FDA 's medical device reporting requirements, we have filed reports of all such broken or lodged sensors. Although we believe we have taken and are taking appropriate actions aimed at reducing or eliminating field failures, we cannot guaranty that we will not experience additional failures going forward.

Our manufacturing operations depend upon third-party suppliers, making us vulnerable to supply problems and price fluctuations, which could harm our business.

We rely on OnCore Manufacturing Services to manufacture and supply circuit boards for our receiver and transmitter; we rely on ON Semiconductor Corp. to manufacture and supply the application specific integrated circuit (“ASIC”) that is incorporated into the transmitter; we rely on DSM PTG, Inc. to manufacture certain polymers used to synthesize our polymeric biointerface membranes for our products; and we rely on The Tech Group to supply our injection molded components. Each of these suppliers is a single-source supplier. In some cases, our agreements with these and our other suppliers can be terminated by either party upon short notice. Our contract manufacturers also rely on single-source suppliers to manufacture some of the components used in our products. Our manufacturers and suppliers may encounter problems during manufacturing for a variety of reasons, including failure to follow specific protocols and procedures, failure to comply with applicable regulations, failed FDA audit or inspection, equipment malfunction and environmental factors, any of which could delay or impede their ability to meet our demand. If our single-source suppliers shift their manufacturing and assembly sites to other locations, these new sites may require additional FDA approval and inspection. Should any such FDA approval be delayed, or such inspection requires corrective action, our supply of critical components may be constrained or unavailable. Our reliance on these outside manufacturers and suppliers also subjects us to other risks that could harm our business, including:

- we may not be able to obtain adequate supply in a timely manner or on commercially reasonable terms;
- 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 efficacy 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 of a PMA supplement or possibly a separate PMA , either of 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;
- our suppliers may make obsolete components that are critical to our products; and
- our suppliers may encounter financial hardships unrelated to our demand for components, including those related to changes in global economic conditions, which could inhibit their ability to fulfill our orders and meet our requirements.

We may not be able to quickly establish additional or replacement suppliers, particularly for our single-source components, in part because of the FDA inspection and approval process and 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.

Potential long-term complications from our products or other continuous glucose monitoring 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 sensors, lodged sensors 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 the device. However, if unanticipated long-term side-effects result from the use of our products or other glucose monitoring systems under development, we could be subject to liability and our systems would not be widely adopted. With respect to our G4 PLATINUM systems, our clinical trials have been limited to seven days of continuous use. Additionally, we have limited clinical experience with repeated use of our products in the same patient. We cannot assure you that long-term use would not result in unanticipated complications. Furthermore, the interim results from our current pre-clinical studies and clinical trials may not be indicative of the clinical results obtained when we examine the patients at later dates. It is possible that repeated use of our products may result in unanticipated adverse effects, potentially even after the device is removed.

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

Any product for which we obtain marketing approval will be subject to continual review and periodic inspections by the FDA and other regulatory bodies, which may include inspection of our manufacturing processes, post-approval clinical data and promotional activities for such product. The FDA 's 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. We and our suppliers are also required to comply with the FDA 's 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 enforces the QSR through unannounced inspections. We currently manufacture our devices at our headquarters facilities in San Diego, California. In these facilities we have more than 13,000 square feet of laboratory space and approximately 10,000 square feet of controlled environment rooms. In February 2010, the FDA inspected our facility and issued a Form 483 identifying several inspectional observations. Subsequent to the inspection, we also received a warning letter from the FDA requiring us to file MDR s in accordance with the MDR regulations for complaints involving sensor wire fractures underneath a patient's skin. In response to the warning letter and the Form 483 inspectional observations, we took corrective action to address the observations to achieve substantial compliance with the FDA regulatory requirements applicable to a commercial medical device manufacturer and received written notification dated November 1, 2010 from the FDA that we adequately addressed all issues cited in the warning letter. In July 2012, the FDA completed an inspection of our facilities and did not identify any observations or require any other types of corrective action. During a routine FDA post-approval facility inspection ending on November 7, 2013, the FDA issued a Form 483 with several observations regarding DexCom MDR procedures and complaint reportability determinations. DexCom responded to the observations on November 26, 2013. On March 14, 2014, we received a warning letter from the FDA related to administrative deficiencies in filing MDR s. On April 2, 2014, we responded to the warning letter. The FDA confirmed receipt and is currently reviewing our response.

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 continuous glucose monitoring systems;
- fines and civil penalties;
- unanticipated expenditures;
- FDA refusal to issue certificates to foreign governments needed to export our products for sale in other countries;
- suspension or withdrawal of approval by the FDA or other regulatory bodies;
- product recall or seizure;
- interruption of production;
- interruption of the supply of components from our key component suppliers;
- operating restrictions;

- injunctions; and
- criminal prosecution.

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 MDR s 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 efficacy 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, fines, suspension of regulatory approvals, product seizures, injunctions or the imposition of civil or criminal penalties. 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.

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.

As further described in Part I, Item 3 “Legal Proceedings” of this Annual Report on Form 10-K, we have previously been subject to litigation from third parties alleging patent infringement. Other parties could, in the future, assert infringement or misappropriation claims against us with respect to our current or future products. 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 continuous glucose monitoring systems or the methods we employ in the use of our systems are covered by U.S. or foreign patents held by them. 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 continuous glucose monitoring systems grows, the possibility of inadvertent patent infringement by us or a patent infringement claim against us increases.

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. If the relevant patents were upheld as valid and enforceable and we were found to infringe, we could be prohibited from selling our product 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. Even if we are able to redesign our products to avoid an infringement claim, we may not receive FDA approval for such changes in a timely manner or at all. A court could also order us to pay compensatory damages for such infringement, plus prejudgment interest and could, in addition, treble the compensatory damages and award attorney fees. These damages could be substantial and could harm our reputation, business, financial condition and operating results. A court also could enter orders that temporarily, preliminarily or permanently enjoin us and our customers from making, using, selling or offering to sell one or more of our products, or could enter an order mandating that we undertake certain remedial activities. Depending on the nature of the relief ordered by the court, we could become liable for additional damages to third parties.

Any adverse determination in litigation or interference proceedings to which we are or may become a party relating to patents could subject us to significant liabilities to third parties or require us to seek licenses from other third parties. 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/or attorneys' fees for the prevailing party. 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 licenses on satisfactory terms. If we do not obtain necessary licenses, we may not be able to redesign our products to avoid infringement and any redesign may not receive FDA approval in a timely manner if at all. Adverse determinations in a judicial or administrative proceeding or

failure to obtain necessary licenses could prevent us from manufacturing and selling our products, which would have a significant adverse impact on our business.

In addition, from time to time, we are subject to various claims and suits arising out of the ordinary course of business, including commercial or employment related matters. Although individually we do not expect these claims or suits to have a material adverse effect on DexCom, in the aggregate they may divert significant time and resources from our staff.

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. For example, in September 2011, the U.S. enacted sweeping changes to the U.S. patent system under the Leahy-Smith America Invents Act, including changes that would transition the U.S. from a “first-to-invent” system to a “first-to-file” system and alter the processes for challenging issued patents. These changes could increase the uncertainties and costs surrounding the prosecution of our patent applications and the enforcement or defense of our issued patents.

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 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, invalid or unenforceable, and could award attorney fees.

Despite our efforts to safeguard our unpatented and unregistered intellectual property rights, we may not be successful 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. Additionally, third parties may be able to design around our patents. Furthermore, the laws of foreign countries may not protect our proprietary rights to the same extent as the laws of the United States.

We operate in a highly competitive market and face competition from large, well-established medical device manufacturers 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. In selling the G4 PLATINUM system, we compete directly with Roche Diabetes Care, a division of Roche Diagnostics, LifeScan, Inc., a division of Johnson & Johnson, the MediSense and TheraSense divisions of Abbott Laboratories, and Bayer Corporation, each of which manufactures and markets products for the single-point finger stick device market. Collectively, these companies currently account for substantially all of the worldwide sales of self-monitored glucose testing systems. Several companies are developing or marketing short-term continuous glucose monitoring products that will compete directly with our products. To date, in addition to us, two other companies, Medtronic and Abbott , have received approval from the FDA to market, and actively market, continuous glucose monitors. Abbott has discontinued selling its Freestyle Navigator glucose monitoring system in the United States; however, Abbott filed a clinical study for home use of the Navigator II system in the United States and in October 2012, Abbott initiated a limited launch of the Navigator II system in Europe. We believe that Abbott is also conducting clinical studies on a new glucose monitoring platform and has conducted a limited commercial launch of this new system in Europe. In addition, we believe that others, including Roche, are developing invasive and non-invasive continuous glucose monitoring systems. Most of the companies developing or marketing competing devices are publicly traded or divisions of publicly traded companies, and these companies possess several competitive advantages, including:

- significantly greater name recognition;
- established relations with healthcare professionals, customers and third-party payors;
- established distribution networks;

- additional lines of products, and the ability to offer rebates or 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; and
- greater financial and human resources for product development, 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 have entered into a Collaboration Agreement with Edwards to develop jointly an in-hospital critical care automated blood glucose monitoring device, branded as the GlucoClear system, which may not result in a commercially viable product in the United States or generate any future revenues.

On November 10, 2008, we entered into a Collaboration Agreement with Edwards pursuant to which we agreed to develop jointly and to market the GlucoClear system, a blood-based in-vivo automated glucose monitoring system for use by healthcare providers in the hospital critical care sector. Under the Collaboration Agreement, we may receive payments for various milestones related to regulatory approvals and commercial readiness of the product. In addition, we also expect to receive a royalty of 6% of commercial sales of the product if such sales occur. The Collaboration Agreement provides Edwards with an exclusive license to our intellectual property that relates to blood-based glucose sensors in the critical care sector of the hospital market. However, this collaboration may not result in the development of products that achieve regulatory approval in the United States or commercial success, which would result in various penalties to us under the Collaboration Agreement, up to and including delay or loss of some or all of our milestone payments and rights to any royalties. In October 2009, we received CE Mark approval for the first generation of the GlucoClear system that we developed in collaboration with Edwards . Although Edwards commenced market evaluations during 2009, this product has never generated significant revenue and we do not expect this product to generate significant revenue for the foreseeable future. In January 2013, Edwards received CE Mark approval for the second generation system. A very limited commercial launch of the first generation GlucoClear system was initiated in Europe in 2009. In 2013, Edwards completed another very limited commercial launch in Europe of the second generation GlucoClear system. There are no current commercial activities led by Edwards to continue the commercialization of the GlucoClear system.

We enter into collaborations with third parties that may not result in the development of commercially viable products or the generation of significant future revenues.

In the ordinary course of our business, we enter into collaborative arrangements to develop new products and to pursue new markets, such as our agreements with Animas and Tandem , to integrate our continuous glucose monitoring technology into their respective insulin delivery systems. We have also entered into an OUS Commercialization Agreement, as amended, with Animas pursuant to which Animas retains the right to develop and market outside the United States an ambulatory insulin pump that is combined with our continuous glucose monitoring technology which has been branded the Vibe. In May 2011, we, together with Animas , received CE Mark certification for the Vibe, allowing it to be marketed in the countries that recognize CE Mark approval. Animas received FDA approval for the Vibe system in December 2014. Tandem has also submitted its PMA seeking approval for Tandem 's sensor augmented insulin delivery system.

We also previously entered into collaborative agreements with Insulet and Roche neither of which resulted in the successful development of a commercially viable product or is anticipated to result in significant additional future revenues.

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, similar to the agreements with Roche, collaborations may not result in the development of products that achieve commercial success and could be terminated prior to developing any products. Accordingly, we cannot assure you that any of our collaborations will result in the successful development of a commercially viable product or result in significant additional future revenues. In addition, our development timelines are highly dependent on our ability to achieve clinical endpoints and regulatory requirements and to overcome technology challenges, and may be delayed due to scheduling issues with patients and investigators, requests from institutional review boards, 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 are successful, the FDA may not approve the combined products or may require additional product testing and clinical trials before approving the combined products, which would result in product launch delays and additional expense. If approved by the FDA , the combined products may not achieve acceptance in the marketplace by physicians and people with diabetes.

To date, no continuous glucose monitoring system, including our G4 PLATINUM system, has received FDA clearance as a replacement for single-point finger stick devices, and our G4 PLATINUM and future generations may never be approved for that indication.

The G4 PLATINUM system does not eliminate the need for single-point finger stick devices and our future products may not be approved for that indication. No precedent for FDA approval of continuous glucose monitoring systems as a replacement for single-point finger stick devices has been established. Accordingly, there is no established study design or agreement regarding performance requirements or measurements in clinical trials for continuous glucose monitoring systems. We have not yet filed for FDA approval for therapeutic or replacement claim labeling and we cannot assure you that we will not experience delays if we do file. If any of our competitors were to obtain replacement claim labeling for a continuous glucose monitoring system, our products may not be able to compete effectively against that system and our business would suffer.

Technological breakthroughs in the glucose monitoring market could render our products obsolete.

The glucose monitoring market is subject to rapid technological change and product innovation. 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 approval of a commercially viable continuous glucose monitor or sensor produced by one of our competitors could significantly reduce market acceptance of our systems. Several of our competitors are in various stages of developing continuous glucose monitors or sensors, including non-invasive and invasive devices, and the FDA has approved several of these competing products. In addition, 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.

We face the risk of product liability claims and may not be able to maintain or obtain insurance.

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. 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.

Although we have product liability and clinical trial liability insurance 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 claim 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. Our customers, either on their own or following the advice of their physicians, may use our products in a manner not described in the products' labeling and that differs from the manner in which it was used in clinical studies and approved by the FDA . For example, our G4 PLATINUM systems are designed to be used by an individual continuously for up to seven days, but the individual might be able to circumvent the safeguards designed into the G4 PLATINUM systems and use the products for longer than seven 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. 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 may be subject to fines, penalties and injunctions if we are determined to be promoting the use of our products for unapproved off-label uses.

Although we believe our promotional materials and training methods are conducted in compliance with FDA and other regulations, if the FDA determines that our promotional materials or training constitutes promotion of an unapproved use, the FDA could request that we modify our training or promotional materials or subject us to regulatory enforcement actions, including the issuance of a warning letter, injunction, seizure, civil fine and criminal penalties. It is also possible that other federal, state or foreign enforcement authorities might take action if they consider promotional or training materials to constitute 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.

If we are found to have violated laws protecting the confidentiality of patient health information, we could be subject to civil or criminal penalties, which could increase our liabilities and harm our reputation or our business.

There are a number of federal and state laws protecting the confidentiality of certain patient health information, including patient records, and restricting the use and disclosure of that protected information. In particular, the U.S. Department of Health and Human Services promulgated patient privacy rules under HIPAA . These privacy rules protect medical records and other personal health information by limiting their use and disclosure, giving individuals the right to access, amend and seek accounting of their own health information and limiting most use and disclosures of health information to the minimum amount reasonably necessary to accomplish the intended purpose. If we are found to be in violation of the privacy rules under HIPAA , we could be subject to civil or criminal penalties, which could increase our liabilities, harm our reputation and have a material adverse effect on our business, financial condition and results of operations.

The majority of our operations are conducted at four facilities in San Diego, California. Any disruption at these facilities could increase our expenses.

We take precautions to safeguard our facilities, which include manufacturing protocols, insurance, health and safety protocols, and off-site storage of computer data. However, a natural disaster, such as a fire, flood, earthquake, an act of terrorism, cyber attack or other disruptive event could cause substantial delays in our operations, damage or destroy our manufacturing equipment, inventory, or records and cause us to incur additional expenses. Earthquakes are of particular significance since our primary manufacturing facilities in California are located in an earthquake-prone area. 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.

Failure to protect our information technology infrastructure against cyber-based attacks, 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. Our information technology systems, some of which are managed by third-parties, may be susceptible to damage, disruptions or shutdowns due to computer viruses, attacks by computer hackers, failures during the process of upgrading or replacing software, databases or components thereof, power outages, hardware failures, telecommunication failures, user errors or catastrophic events. Despite the precautionary measures we have taken to prevent breakdowns in, or unauthorized access to, our information technology and telephone systems, 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.

If our efforts to protect the security of information about our patients are unsuccessful, we could become subject to costly government enforcement actions and private litigation and our sales and reputation could suffer.

The nature of our business involves the receipt and storage of information about our patients. We have a program in place to detect and respond to data security incidents. However, because the techniques used to obtain unauthorized access, disable or degrade service, or sabotage systems change frequently and may be difficult to detect for long periods of time, we may be unable to anticipate these techniques or implement adequate preventive measures. In addition, hardware, software or applications we develop or procure from third parties may contain defects in design or manufacture or other problems that could unexpectedly compromise information security. 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. If we experience significant data security breaches or fail to detect and appropriately respond to significant data security breaches, we could be exposed to government enforcement actions and private litigation. In addition, our patients could further lose confidence in our ability to protect their information, which could cause them to discontinue using our products or purchasing from us altogether.

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 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.

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

We conduct limited commercial and marketing efforts in Canada, Europe, Australia, New Zealand, the Middle East, Latin America and Asia with respect to our G4 PLATINUM system 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 approval procedure varies among countries and can involve additional testing, and the time required to obtain approval may differ from that required to obtain FDA approval. The foreign regulatory approval process may include all of the risks associated with obtaining FDA approval in addition to other risks. We may not obtain foreign regulatory approvals on a timely basis, if at all. Approval by the FDA does not ensure approval by regulatory authorities in other countries, and approval by one foreign regulatory authority does not ensure approval by regulatory authorities in other foreign countries or by the FDA . In addition, in order to obtain the approval of our products in certain foreign jurisdictions, we may need to obtain a Certificate to Foreign Government from the FDA . The FDA may refuse to issue a Certificate to Foreign Government in certain instances, including without limitation, during the pendency of any outstanding warning letter. As a result, we may not be able to file for regulatory approvals and may not receive necessary approvals to commercialize our products in any market outside the United States on a timely basis, or at all.

Our success will depend on our ability to attract and retain our personnel and our ability to successfully transition from Mr. Gregg to Mr. Sayer as our Chief Executive Officer effective January 1, 2015.

We are highly dependent on our senior management, especially Kevin Sayer, our President and Chief Executive Officer, Steven R. Pacelli, our Executive Vice President of Strategy and Corporate Development, Jorge Valdes, our Chief Technical Officer, Andrew K. Balo, our Executive Vice President of Clinical, Regulatory, and Quality, and Richard Doubleday, our Executive Vice President and Chief Commercial Officer. Our success will depend on our ability to retain our current management and to attract and retain qualified personnel in the future, including sales persons, scientists, clinicians, engineers and other highly skilled personnel. Competition for senior management personnel, as well as sales persons, 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.

Effective January 1, 2015, Mr. Gregg assumed his new role as our Executive Chairman. In this role, Mr. Gregg remains an employee and continues to lead our external efforts. Mr. Gregg also chairs our Board of Directors as of January 1, 2015. Mr. Sayer has assumed the role of Chief Executive Officer effective on January 1, 2015. If we are unable to successfully transition the role of Chief Executive Officer from Mr. Gregg to Mr. Sayer, it could have an adverse impact on our financial condition and operating results.

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.

The SEC "conflict minerals" rule has caused us to incur additional expenses, could limit the supply and increase the cost of certain metals used in manufacturing our products, and could make us less competitive in our target markets.

We are required to disclose the origin, source and chain of custody of specified minerals, known as conflict minerals, that are necessary to the functionality or production of products manufactured or contracted to be manufactured. The requirement mandates companies to obtain sourcing data from suppliers, engage in supply chain due diligence, and file annually with the

SEC a specialized disclosure report on Form SD covering the prior calendar year. The rule could limit our ability to source at competitive prices and to secure sufficient quantities of certain minerals used in the manufacture of our products, specifically tantalum, tin, gold and tungsten, as the number of suppliers that provide conflict-free minerals may be limited. In addition, we have incurred, and may continue to incur, material costs associated with complying with the rule, such as costs related to the determination of the origin, source and chain of custody of the minerals used in our products, the adoption of conflict minerals-related governance policies, processes and controls, and possible changes to products or sources of supply as a result of such activities. Within our supply chain, we may not be able to sufficiently verify the origins of the relevant minerals used in our products through the data collection and due diligence procedures that we implement, which may harm our reputation. Furthermore, we may encounter challenges in satisfying those customers that require that all of the components of our products be certified as conflict free, and if we cannot satisfy these customers, they may choose a competitor's products. We continue to investigate the presence of conflict materials within our supply chain.

Compliance with regulations relating to public company corporate governance matters and reporting is time consuming and expensive.

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. The effects of new laws and regulations remain unclear and will likely require substantial management time and oversight and require us to incur significant additional 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.

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 Global Select Market or any other securities exchange on which it is then listed.

Valuation of share-based payments, which we are required to perform for purposes of recording compensation expense under authoritative guidance for share-based payment, involves assumptions that are subject to change and difficult to predict.

We record compensation expense in the consolidated statement of operations for share-based payments, such as employee stock options, restricted stock units and employee stock purchase plan shares, using the fair value method. The requirements of the authoritative guidance for share-based payment have and will continue to have a material effect on our future financial results reported under U.S. GAAP and make it difficult for us to accurately predict the impact on our future financial results.

For instance, estimating the fair value of share-based payments is highly dependent on assumptions regarding the future exercise behavior of our employees and changes in our stock price. The actual values realized upon the exercise, expiration, early termination or forfeiture of share-based payments might be significantly different than our estimates of the fair values of those awards as determined at the date of grant. If there are errors in our input assumptions for our valuations models, we may inaccurately calculate actual or estimated compensation expense for share-based payments.

The authoritative guidance for share-based payment could also adversely impact our ability to provide accurate guidance on our future financial results as assumptions that are used to estimate the fair value of share-based payments are based on estimates and judgments that may differ from period to period. We may also be unable to accurately predict the amount and timing of the recognition of tax benefits associated with share-based payments as they are highly dependent on the exercise behavior of our employees and the price of our stock relative to the exercise price of each outstanding stock option.

For those reasons, among others, the authoritative guidance for share-based payment may create variability and uncertainty in the share-based compensation expense we will record in future periods, which could adversely impact our stock price and increase our expected stock price volatility as compared to prior periods.

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.

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. From January 1, 2014 through February 24, 2015, the closing price of our common stock on the NASDAQ Global Select Market was as high as $64.42 per share and as low as $29.68 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;
- variations in quarterly 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;
- changes in market valuation or earnings of our competitors;
- general economic conditions;
- regulatory actions;
- legislation and political conditions; and
- terrorist acts.

Please also refer to the factors described above 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.

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

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

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

- our inability to manufacture an adequate supply of product at appropriate quality levels and acceptable costs;

- possible delays in our research and development programs or in the completion of any clinical trials;
- a lack of acceptance of our products in the marketplace by physicians and people with diabetes;
- the inability of customers to receive reimbursements from third-party payors;
- 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 continuous glucose monitoring systems;
- competition;
- inadequate financial and other resources; and
- global and political economic conditions, political instability and military hostilities.

Failure to comply with covenants in our loan agreement with Silicon Valley Bank and Oxford Finance LLC could result in our inability to borrow additional funds and adversely impact our business.

We have entered into a loan and security agreement with the Silicon Valley Bank and Oxford Finance LLC to fund our business operations. This loan and security 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, 2014 , we were in compliance with the covenants imposed by the loan and security agreement. If we violate these or any other covenants, any outstanding amounts under these agreements 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.

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 or sales of shares by our stockholders may cause the market price of our common stock to decline, perhaps significantly, even if our business is performing well. The market price of our common stock could also decline if there is a perception that sales of our shares are likely to occur in the future. This might also make it more difficult for us to sell equity securities in the future at a time and at a price that we deem appropriate. Also, we may issue securities in connection with future financings and acquisitions, and those shares could dilute the holdings of other stockholders. On November 3, 2014, we entered into a settlement agreement with former shareholders of SweetSpot pursuant to which we issued 89,300 shares of our common stock to the former security holders of SweetSpot related to the achievement of certain performance milestones. For details on the settlement please see Note 6 "Fair Value Measurements" of the consolidated financial statements.

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 loan and security agreement restrict our ability to declare or pay any dividends. As a result, stockholders 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 rights agreement, charter documents and Delaware law could make a merger, tender offer or proxy contest difficult, thereby depressing the trading price of our common stock.

We have a stockholder rights agreement in place, under which our stockholders have special rights, in the form of additional voting and beneficial ownership, in the event that a person or group not approved by our Board of Directors were to acquire, or to announce the intention to acquire 15% or more of our outstanding shares. This plan is designed to have the effect of discouraging, delaying or rendering more difficult an acquisition of us that has not been approved by our Board of Directors.

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

- our Board of Directors may, without stockholder approval, issue shares of preferred stock with special voting or economic rights;
- our stockholders do not have cumulative voting rights and, therefore, each of our directors can only be elected by holders of a majority of our outstanding common stock;

- a special meeting of stockholders may only be called by a majority of our Board of Directors, the Chairman of our Board of Directors, or our Chief Executive Officer;
- our stockholders may not take action by written consent;
- our Board of Directors is divided into three classes, only one of which is elected each year; 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.

ITEM 1B. UNRESOLVED STAFF COMMENTS

None.

ITEM 2. PROPERTIES

We maintain our headquarters in San Diego, California in four leased facilities of approximately 174,000 square feet, which includes our laboratory, research and development, manufacturing and general administration functions. The lease for these facilities expires in 2022. We have the right and obligation to lease an additional 45,000 square feet in one of the facilities. We have the right to extend the term of this lease for two additional five -year terms. We believe our facilities are adequate for our current and near-term needs, and that we will be able to locate additional facilities as needed.

In September 2008, our subsidiary in Sweden entered into a three-year lease for a small shared office space, which has since been renewed for two additional three-year terms through September 2017 and has a quarterly adjustment clause for rent to increase or decrease in proportion to changes in consumer prices. In July 2012, our subsidiary SweetSpot entered into a five-year lease for a small office space in a multi-tenant commercial building in Portland, Oregon.

In July 2012, the FDA completed an inspection of our facilities in San Diego, California and did not identify any observations or require any other types of corrective action. During a routine FDA post-approval facility inspection ending on November 7, 2013, the FDA made several observations regarding our MDR procedures and complaint reportability determinations. We responded to the observations on November 26, 2013. On March 14, 2014, we received a warning letter from the FDA related to administrative deficiencies in filing MDRs. On April 2, 2014, we responded to the warning letter. The FDA confirmed receipt and is currently reviewing our response.

ITEM 3. LEGAL PROCEEDINGS

Commencing on August 11, 2005, Abbott instituted various patent infringement proceedings against us in the United States District Court for the District of Delaware. In these proceedings Abbott sought, amongst other thing, a declaratory judgment that our continuous glucose monitoring systems infringe certain patents held by Abbott . On July 2, 2014, we entered into a Settlement and License Agreement (the “Abbott Settlement Agreement”) with Abbott (Abbott and us together, the “settlement parties” and each, a “settlement party”). The Abbott Settlement Agreement was entered into in full settlement of all pending patent infringement legal proceedings brought by Abbott against us. In accordance with the Abbott Settlement Agreement , the parties filed a joint stipulation of dismissal of all pending legal proceedings, which dismissal was granted on July 11, 2014.

The Abbott Settlement Agreement does not obligate us to pay any royalties or any other form of financial compensation. The Abbott Settlement Agreement provides for a royalty-free, worldwide, non-exclusive, non-sublicensable cross-license of certain patents. We receive a limited license from Abbott to the patents that Abbott has alleged that we infringed (and other Abbott patents that claim priority to such patents). We grant to Abbott a limited license of certain patents with an actual filing date prior to January 1, 2005 (and other of our patents that claim priority to such patents). In addition, each settlement party agrees not to (1) sue the other settlement party for patent infringement based on certain of their respective continuous glucose monitoring products, and (2) challenge any patent or patent application held by the other settlement party, subject to certain limited exceptions, in each case, until March 31, 2021. The cross-license and mutual covenant not to sue granted to each settlement party do not apply to the type of sensor technology used by the other settlement party.

In the event of a change of control, the settlement party that is not acquired in the change of control (the “Non-Acquired Party”) shall be paid a one-time continuation fee of $25 million. If the Non-Acquired Party is not paid the continuation fee within 30 days after the effective date of such change of control, then the license granted by, and all covenants of, the Non-Acquired Party shall expire 30 days after the effective date of the change of control, but the license granted by, and all covenants of, the settlement party that is acquired shall survive such expiration.

We are subject to additional various claims, complaints and legal actions that arise from time to time in the normal course of business. 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. Other than as described above, we do not believe we are party to any currently pending legal proceedings, the outcome of which could have a material adverse effect on our operations or financial position. We cannot guaranty 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, consolidated financial position, results of operations or cash flows.

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

DexCom's common stock is traded on the NASDAQ Global Select Market under the symbol "DXCM." As of February 20, 2015 , there were approximately 58 stockholders of record, excluding stockholders whose shares were held in nominee or street name by brokers. We have not paid any cash dividends, do not currently have plans to do so in the foreseeable future and the terms of our loan and security agreement restrict our ability to declare or pay any dividends.

The following table sets forth the high and low intraday sales price per share for DexCom's common stock for the periods indicated:

	High	Low
Year Ended December 31, 2014		
First Quarter	$ 49.83	$ 34.13
Second Quarter	$ 42.46	$ 28.09
Third Quarter	$ 46.37	$ 34.67
Fourth Quarter	$ 58.32	$ 38.77
	High	**Low**
Year Ended December 31, 2013		
First Quarter	$ 17.16	$ 13.69
Second Quarter	$ 22.97	$ 15.04
Third Quarter	$ 29.24	$ 21.76
Fourth Quarter	$ 35.97	$ 26.68

Neither we nor any affiliated purchaser repurchased any of our equity securities in fiscal year 2014 .

The information required by this Item concerning shares reserved for issuance under our equity compensation plans is incorporated by reference to information set forth in the Proxy Statement.

On November 3, 2014, we entered into the SweetSpot Settlement Agreement. Pursuant to the terms of the SweetSpot Settlement Agreement, we issued 89,300 shares of our common stock to the former SweetSpot Security holders in exchange for the cancellation of the remaining milestone objectives. Following the issuance, the resale of these shares of common stock was registered on a Registration Statement on Form S-3 filed by us with the SEC on November 7, 2014.

ITEM 6. SELECTED FINANCIAL DATA

The consolidated statements of operations data for the years ended December 31, 2014 , 2013 , and 2012 and the consolidated balance sheet data as of December 31, 2014 and 2013 have been derived from our audited consolidated financial statements included elsewhere in this Annual Report. The statements of operations data for the years ended December 31, 2011 and 2010 and the consolidated balance sheet data as of December 31, 2012 , 2011 and 2010 have been derived from our audited financial statements not included in this Annual Report. The following selected financial data should be read in conjunction with our "Management's Discussion and Analysis of Financial Condition and Results of Operations" and consolidated financial statements and related notes to those statements included elsewhere in this Annual Report.

	Years Ended December 31,				
	2014	2013	2012	2011	2010
	(in millions, except per share data)				
Consolidated Statements of Operations Data:					
Product revenue	$ 257.1	$ 157.1	$ 93.0	$ 65.9	$ 40.2
Development grant and other revenue	2.1	2.9	6.9	10.4	8.4
Total revenue	259.2	160.0	99.9	76.3	48.6
Product cost of sales	82.3	58.1	48.3	36.6	26.1
Development and other cost of sales	0.6	1.8	5.0	3.8	4.1
Total cost of sales	82.9	59.9	53.3	40.4	30.2
Gross profit	176.3	100.1	46.6	35.9	18.4
Operating expenses:					
Research and development	69.4	44.8	38.3	29.6	22.0
Selling, general and administrative	128.4	84.2	64.0	51.1	41.7
Total operating expenses	197.8	129.0	102.3	80.7	63.7
Operating loss	(21.5)	(28.9)	(55.7)	(44.8)	(45.3)
Interest and other income	—	—	0.1	0.1	0.1
Interest expense	(0.8)	(0.9)	(0.2)	—	(1.5)
Loss on debt extinguishment upon conversion of convertible debt	—	—	—	—	(8.5)
Loss before income taxes	(22.3)	(29.8)	(55.8)	(44.7)	(55.2)
Income tax expense (benefit)	0.1	—	(1.3)	—	—
Net loss	$ (22.4)	$ (29.8)	$ (54.5)	$ (44.7)	$ (55.2)
Basic and diluted net loss per share attributable to common stockholders [(1)]	$ (0.30)	$ (0.42)	$ (0.79)	$ (0.68)	$ (0.97)
Shares used to compute basic and diluted net loss per share attributable to common stockholders [(1)]	75.2	71.1	68.7	65.6	56.9

	As of December 31,				
	2014	2013	2012	2011	2010
	(in millions)				
Consolidated Balance Sheet Data:					
Cash, cash equivalents, and short-term marketable securities	$ 83.6	$ 54.6	$ 48.7	$ 82.0	$ 47.1
Working capital	105.3	61.0	58.1	89.8	50.2
Total assets	184.6	122.5	106.0	120.5	77.2
Long term obligations	3.8	6.3	9.5	1.3	1.0
Total stockholders' equity	140.2	84.1	77.0	104.5	61.0

(1) See Note 2 of the notes to our consolidated financial statements for a description of the method used to compute basic and diluted net loss per share attributable to common stockholders.

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

CAUTIONARY NOTE REGARDING FORWARD-LOOKING STATEMENTS

This document, including the following Management's Discussion and Analysis of Financial Condition and Results of Operations, contains forward-looking statements that are based upon current expectations. 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 involve risks and uncertainties. Our actual results and the timing of events could differ materially from those anticipated in our forward-looking statements as a result of many factors, including product performance, a lack of acceptance in the marketplace by physicians and customers, insufficient customer demand, the inability to manufacture products in commercial quantities at an acceptable cost, possible delays in our research and development programs, the inability of customers to receive reimbursements from third-party payors, the impact of competitive products and pricing, our ability to obtain regulatory approvals and introduce new products, other uncertainties related to regulatory processes, our ability to respond to changing laws and regulations affecting our industry and changing enforcement practices related thereto, inadequate financial and other resources, global economic and political conditions, and the other risks set forth below under "Risk Factors" and elsewhere in this report. 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.

Overview

We are a medical device company focused on the design, development and commercialization of continuous glucose monitoring systems for ambulatory use by people with diabetes and for use by healthcare providers in the hospital for the treatment of people with and without diabetes. The majority of our product revenue comes from sales of our G4 PLATINUM ambulatory continuous glucose monitoring system, which we began commercializing in the fourth quarter of 2012. We also have received CE Mark approval for the GlucoClear in-hospital system, and in partnership with Edwards , we initiated a very limited launch of the first generation GlucoClear system in Europe in 2009 and Edwards initiated another limited launch in Europe of the second generation GlucoClear system in 2013.

From inception to 2006, we devoted substantially all of our resources to start-up activities, raising capital and research and development, including product design, testing, manufacturing and clinical trials. Since 2006, we have devoted considerable resources to the commercialization of our ambulatory continuous glucose monitoring systems, including the SEVEN PLUS and G4 PLATINUM, as well as the continued research and clinical development of our technology platform.

As of December 31, 2014 , we generated $690.3 million of product and development grant and other (non-product) revenue, and we have incurred net losses in each year since our inception in May 1999. As of December 31, 2014 , we had an accumulated deficit of $497.8 million . We expect our losses to continue as we proceed with our commercialization and research and development activities. We have financed our operations primarily through offerings of equity securities and debt, and the sales of our products. In November 2012, we entered into a loan and security agreement that provides for up to $35.0 million in credit facilities and term loans, with $15.0 million currently available. In July 2013, we were awarded a $4.0 million grant from the Helmsley Trust to accelerate the development of the sixth generation of our advanced glucose-sensing technologies.

Financial Operations

Revenue

We sell our durable systems and disposable units through a direct sales force in the United States and through distribution arrangements in the United States, Canada, Australia, New Zealand, and in portions of Europe, Asia, the Middle East and Latin America. We have contracts with certain distributors who stock our products who we refer to as Stocking Distributors , whereby the distributors fulfill orders for our product from their inventory. We also have contracts with certain distributors that do not stock our products, but rather products are shipped directly to the customer by us on behalf of our distributor and we refer to these distributors as Drop-Ship Distributors . We expect that revenues we generate from the sales of our products will fluctuate from quarter to quarter. Between 2008 and 2012, we entered into joint development and collaboration agreements with Animas and Tandem , as well as other third parties under agreements that have since expired or been terminated, under which we recognized development grant and other revenue received pursuant to each agreement ratably over the term of the development period. We recognize development milestones associated with each agreement as revenue upon achievement of each milestone if the milestone is considered substantive.

Cost of Sales

Product 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. A portion of our costs are currently fixed due to our moderate level of production volumes compared to our potential capacity. All of our manufacturing costs are included in product cost of sales. Development and other cost of sales consists primarily of salaries, fringe benefits, facility expense, and supplies directly attributable to our development or service contracts.

Research and Development

Our research and development expenses primarily consist of engineering and research expenses related to our continuous glucose monitoring technology, clinical trials, regulatory expenses, quality assurance programs, materials and products for clinical trials. Research and development expenses are primarily related to employee compensation, including salary, fringe benefits, share-based compensation, and temporary employee expenses. We also incur significant expenses to operate our clinical trials including clinical site reimbursement, clinical trial product and associated travel expenses. Our research and development expenses also include fees for design services, contractors and development materials.

Selling, General and Administrative

Our selling, general and administrative expenses primarily consist of salary, fringe benefits and share-based compensation for our executive, financial, sales, marketing and administrative functions. Other significant expenses include trade show expenses, sales samples, insurance, professional fees for our outside legal counsel and independent auditors, litigation expenses, patent application expenses and consulting expenses.

Results of Operations

Fiscal year ended December 31, 2014 Compared to December 31, 2013

Revenue, Cost of Sales and Gross Profit

Product revenue increased $100.0 million to $257.1 million for the twelve months ended December 31, 2014 , compared to $157.1 million for the twelve months ended December 31, 2013 based primarily on increased sales volume of our durable systems and disposable sensors, due to the continued growth of our installed base of customers using our G4 PLATINUM system. Product cost of sales increased $24.2 million to $82.3 million for the twelve months ended December 31, 2014 compared to $58.1 million for the twelve months ended December 31, 2013 primarily due to increased sales volume. The product gross profit of $174.8 million for the twelve months ended December 31, 2014 increased $75.8 million compared to $99.0 million for the same period in 2013 , primarily due to increased revenue and the greater sales mix of our higher margin G4 PLATINUM system compared to our SEVEN PLUS system.

Revenue from products shipped to our Drop-Ship Distributors ’ customers was $31.8 million , or 12% , of our total revenues for the twelve months ended December 31, 2014 , compared to $23.4 million , or 15% , of our total revenues for the twelve months ended December 31, 2013 . Revenue from the shipment of products to Stocking Distributors was $143.2 million , or 55% , of our total revenues for the twelve months ended December 31, 2014 , compared to $70.5 million , or 44% , of our total revenues for the twelve months ended December 31, 2013 .

Development grant and other revenues decreased $0.8 million to $2.1 million for the twelve months ended December 31, 2014 , compared to $2.9 million for the twelve months ended December 31, 2013 . Development and other cost of sales decreased $1.2 million to $0.6 million for the twelve months ended December 31, 2014 , compared to $1.8 million for the twelve months ended December 31, 2013 . The decrease in development grant and other revenues during the twelve months ended December 31, 2014 was primarily due to the termination of a Research and Development Agreement with Roche Diagnostics Operations, Inc. in February 2013 and the completion of development activities under the Collaboration Agreement with Edwards , partially offset by the $1.0 million milestone received in July 2014 from Tandem related to their regulatory submission to the FDA of a CGM- enabled insulin pump. The decrease in costs associated with development was primarily due to fewer development obligations during the period with respect to our collaboration and development arrangements.

Research and Development. Research and development expense increased $24.6 million to $69.4 million for the twelve months ended December 31, 2014 , compared to $44.8 million for the twelve months ended December 31, 2013 . The increase was primarily due to additional non-cash share-based compensation costs and additional headcount and consulting costs to support development of future products. Significant elements of the increase in research and development costs included $8.5 million in additional share-based compensation, $8.2 million in additional consulting costs, and $6.2 million in additional

salaries, bonus and payroll related costs, partially offset by $2.8 million in lower non-cash charges related to fair value adjustments of the SweetSpot acquisition contingent consideration resulting from updates to assumed probability of achievement of milestones and adjustments to the discount periods.

Selling, General and Administrative. Selling, general and administrative expense increased $44.2 million to $128.4 million for the twelve months ended December 31, 2014 , compared to $84.2 million for the twelve months ended December 31, 2013 . The increase was primarily due to higher headcount related selling costs and information technology infrastructure costs to support revenue growth and the continued commercialization of our products. Significant elements of the increase in selling, general, and administrative expenses included $15.0 million in additional share-based compensation costs, $10.7 million in additional salaries, bonus, and payroll related costs, $4.6 million in additional sales commissions, and $1.5 million in additional temporary labor costs.

Interest Expense. Interest expense was $0.8 million and $0.9 million for the twelve months ended December 31, 2014 and 2013 , respectively, and is related to our Loan Agreement.

Income Tax Expense/Benefit. Income tax expense was $0.1 million for the twelve months ended December 31, 2014, compared to a benefit of $12,000 for the twelve months ended December 31, 2013. The increase in income tax expense was due to increases in state minimum taxes and foreign income taxes related to our subsidiary in Sweden.

Fiscal year ended December 31, 2013 Compared to December 31, 2012

Revenue, Cost of Sales and Gross Profit

Product revenue increased $64.1 million to $157.1 million for the twelve months ended December 31, 2013, compared to $93.0 million for the twelve months ended December 31, 2012 based primarily on increased sales volume, due, in part, to the commercial launch in October 2012 of the G4 PLATINUM system. Product cost of sales increased $9.8 million to $58.1 million for the twelve months ended December 31, 2013, compared to $48.3 million for the twelve months ended December 31, 2012 primarily due to increased sales volume. The product gross profit of $99.0 million for the twelve months ended December 31, 2013 increased $54.3 million compared to $44.7 million for the same period in 2012, primarily due to increased revenue, and the greater sales mix of our higher margin G4 PLATINUM system compared to our SEVEN PLUS system.

Development grant and other revenues decreased $4.0 million to $2.9 million for the twelve months ended December 31, 2013, compared to $6.9 million for the twelve months ended December 31, 2012. Development and other cost of sales decreased $3.2 million to $1.8 million for the twelve months ended December 31, 2013, compared to $5.0 million for the twelve months ended December 31, 2012. The decrease in revenues associated with development was primarily due to the termination of the Roche Agreement in February 2013, and the completion of development activities under the Collaboration Agreement with Edwards in the fourth quarter of 2012. The decrease in costs associated with development was primarily due to fewer development obligations during the period with respect to our collaboration and development arrangements.

Research and Development. Research and development expense increased $6.5 million to $44.8 million for the twelve months ended December 31, 2013, compared to $38.3 million for the twelve months ended December 31, 2012. The increase in research and development expense was primarily due to increased development efforts for our ambulatory products. Significant elements of increased research and development expense included $3.0 million in additional salaries, bonus, and payroll related costs and $2.5 million in additional share-based compensation.

Selling, General and Administrative. Selling, general and administrative expense increased $20.2 million to $84.2 million for the twelve months ended December 31, 2013, compared to $64.0 million for the twelve months ended December 31, 2012. The increase was primarily due to higher selling and information technology costs to support revenue growth and the continued commercialization of our products. Significant elements of increased selling, general, and administrative expenses included $7.3 million in additional salaries, bonus, and payroll related costs, $3.4 million in additional share-based compensation costs, $3.2 million in additional sales commissions, and $1.5 million in additional bad debt expense.

Interest Expense. Interest expense increased to $0.9 million for the twelve months ended December 31, 2013, compared to $0.2 million for the twelve months ended December 31, 2012. The increase in interest expense was primarily due to increased debt obligations under the loan and security agreement we entered into in November 2012.

Income Tax Benefit. Income tax benefit was $12,000 for the twelve months ended December 31, 2013, compared to $1.3 million for the twelve months ended December 31, 2012. The decrease in income tax benefit was due to the acquisition of SweetSpot during the first quarter of 2012 and the release of the valuation allowance against some of our deferred tax assets.

Liquidity and Capital Resources

We are in the early commercialization stage and have incurred losses since our inception in May 1999. As of December 31, 2014 , we had an accumulated deficit of $497.8 million and had working capital of $105.3 million . Our cash, cash equivalents and short-term marketable securities totaled $83.6 million , excluding $1.0 million in restricted cash. To date, we have funded our operations primarily through offerings of equity securities and debt, and the sales of our products.

In July 2013, we were awarded a $4.0 million grant (the "Helmsley Grant") from the Leona M. and Harry B. Helmsley Charitable Trust (the "Helmsley Trust") to accelerate the development of the sixth generation of our advanced glucose-sensing technologies (the "Gen 6 Sensor"). The funding is milestone based and is contingent upon our meeting specific development milestones related to the Gen 6 Sensor over the next year. Upon the successful commercialization of the Gen 6 Sensor, we are obligated to either (1) make royalty payments of up to $2.0 million per year for four years, or (2) at our sole election, make a one-time $6.0 million royalty payment. As of December 31, 2014 we have received $3.0 million of the Helmsley Grant funds.

Cash Flow Summary

(In millions)	**Years Ended December 31,**		
	2014	**2013**	**2012**
Net cash provided by (used in) operating activities	23.6	2.4	(33.1)
Net cash provided by (used in) investing activities	(16.8)	20.9	28.4
Net cash provided by financing activities	21.8	11.8	10.2

Net Cash Provided by/Used in Operating Activities . Net cash provided by operating activities increased $21.2 million to $23.6 million for the twelve months ended December 31, 2014 , compared to $2.4 million for the twelve months ended December 31, 2013 . The increase in cash provided by operations was primarily due to $23.8 million in higher non-cash charges primarily comprised of share-based compensation and $7.4 million in lower net loss, partially offset by an additional $10.0 million cash outflow from changes in operating assets and liabilities. The main drivers in the change in operating assets and liabilities included increases in accounts receivable, inventory, and accounts payable and accrued liabilities, all as a result of our growth.

Net cash used in operating activities decreased $35.5 million to $2.4 million provided for the twelve months ended December 31, 2013, compared to $33.1 million used for the same period in 2012. The decrease in cash used in operations was primarily due to $24.7 million in lower net loss, and $8.4 million in higher non-cash charges primarily comprised of share-based compensation, partially offset by a one-time non-cash tax benefit of $1.3 million for the twelve months ended December 31, 2012.

Net Cash Used in/Provided by Investing Activities. Net cash used in investing activities was $16.8 million for the twelve months ended December 31, 2014 , compared to $20.9 million net cash provided by investing activities for the twelve months ended December 31, 2013 . The change in cash used in investing activities was primarily due to a $31.9 million decrease in proceeds from the maturity of short-term marketable securities and by the use of $16.2 million to purchase equipment to support manufacturing improvements and information technology infrastructure for the twelve months ended December 31, 2014 , compared to $7.9 million for the twelve months ended December 31, 2013 , partially offset by a $2.5 million decrease in cash used to purchase short-term marketable securities.

Net cash provided by investing activities decreased $7.5 million to $20.9 million for the twelve months ended December 31, 2013, compared to $28.4 million for the same period of 2012. The decrease in cash provided by investing activities was due to a $59.2 million decrease in proceeds from the maturity of short-term marketable securities, offset by a $50.1 million decrease in cash used to purchase short-term marketable securities.

For the twelve months ended December 31, 2014 , 2013 and 2012 , we invested $16.2 million , $7.9 million and $9.5 million , respectively, to purchase equipment to support manufacturing improvements and information technology infrastructure.

Net Cash Provided by Financing Activities . Net cash provided by financing activities increased $10.0 million to $21.8 million for the twelve months ended December 31, 2014 , compared to $11.8 million for the twelve months ended December 31, 2013 . The increase was due to a $12.0 million increase in proceeds from the issuance of common stock pursuant to the exercise of then-outstanding stock options for the twelve months ended December 31, 2014 compared to the twelve months ended December 31, 2013 , partially offset by the repayment of long-term debt of $2.2 million for the twelve months ended December 31, 2014 .

Net cash provided by financing activities increased $1.6 million to $11.8 million for the twelve months ended December 31, 2013, compared to $10.2 million for the same period of 2012. The increase was due to increased proceeds from

the issuance of common stock pursuant to the exercise of then-outstanding stock options for the twelve months ended December 31, 2013 compared to the same period of 2012.

Operating Capital and Capital Expenditure Requirements

We anticipate that we will continue to incur net losses as we incur expenses and expand the commercialization of our approved products, develop additional continuous glucose monitoring products, and expand our marketing, manufacturing and corporate infrastructure.

We believe that our cash, cash equivalents, short-term marketable securities balances, and projected cash contributions from our commercial operations and existing partnership arrangements will be sufficient to meet our anticipated cash requirements with respect to the continued scale-up of our commercialization activities, research and development activities, including clinical trials, the expansion of our marketing, manufacturing and corporate infrastructure, and to meet our other anticipated cash needs through at least December 31, 2015 . If our available cash, cash equivalents and short-term marketable securities are insufficient to satisfy our liquidity requirements, or if we develop additional products or new markets for our existing products, we may seek to sell additional equity or debt securities or obtain an additional credit facility. The sale of additional equity and debt securities may result in additional dilution to our stockholders. If we raise additional funds through the issuance of debt securities or preferred stock, these securities could have rights senior to those of our common stock and could contain covenants that would restrict our operations. We may require additional capital beyond our currently forecasted amounts. Any such required additional capital may not be available on reasonable terms, if at all. Additionally,we cannot guaranty that we will be successful in obtaining additional cash contributions from future partnership arrangements. Our ability to transition to, and maintain profitable operations is dependent upon achieving a level of revenues adequate to support our cost structure. If events or circumstances occur such that we do not meet our operating plan as expected, or if we are unable to obtain additional financing, we may be required to reduce planned increases in compensation related expenses or other operating expenses related to research, development, and commercialization activities, which could have an adverse impact on our ability to achieve our intended business objectives.

Because of the numerous risks and uncertainties associated with the development of continuous glucose monitoring technologies, we are unable to estimate the exact amounts of capital outlays and operating expenditures associated with our current and anticipated clinical trials. Our future funding requirements will depend on many factors, including, but not limited to:

- the revenue generated by sales of our approved products and other future products;
- the expenses we incur in manufacturing, developing, selling and marketing our products;
- the quality levels of our products and services;
- the third-party reimbursement of our products for our customers;
- our ability to efficiently scale our manufacturing operations to meet demand for our current and any future 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 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 technological developments;
- the terms and timing of any collaborative, licensing and other arrangements that we may establish; and
- the acquisition of businesses, products and technologies and our ability to integrate and manage any acquired businesses, products and technologies, including without limitation, SweetSpot.

Contractual Obligations

In November 2012, we entered into a loan and security agreement (the “Loan Agreement”) that provides for (i) a $15.0 million revolving line of credit and (ii) a total term loan of up to $20.0 million (the "Term Loan"), in both cases, to be used for general corporate purposes. The borrowings under the Loan Agreement are collateralized by a first priority security interest in substantially all of our assets as well as a negative pledge on our intellectual property.

The revolving line of credit is an interest-only financing that bears an interest rate equal to the prime rate plus 0.5% and requires repayment of principal at the maturity date of November 2015.Under the revolving line of credit, available funds, which were up to $15.0 million as of December 31, 2014 can be drawn at any time, and repaid funds can be redrawn. No amounts have been drawn against the revolving line of credit.

Pursuant to the Loan Agreement, $7.0 million was advanced under the Term Loan at the funding date in November 2012. The Loan Agreement initially provided that the remaining $13.0 million in additional funds under the Term Loan was available

upon our request from June 1, 2013 to September 30, 2013 (the "Draw Period"). In August 2013, the Loan Agreement was amended to change the Draw Period for the additional funds under the Term Loan to January 1, 2014 through March 31, 2014, at which time the Draw Period expired unused. The Term Loan bears a fixed interest rate equal to the three-year treasury rate at the time of advance plus 6.94% and requires payment of interest only for the first year and amortized payments of interest and principal thereafter through the maturity date of November 2016 .

On October 1, 2014, we entered into a Second Amendment to Office Lease (the “Second Lease Amendment”) with Kilroy Realty, L.P. (the “Landlord”) with respect to facilities in the buildings at 6340 Sequence Drive, 6310 Sequence Drive, and 6290 Sequence Drive, each in San Diego, California (the “Buildings”). Under the Second Lease Amendment, we will continue to lease approximately 129,000 square feet in our current locations at 6340 Sequence Drive and 6310 Sequence Drive, and will lease an additional 45,000 square feet at 6290 Sequence Drive, for a total of approximately 174,000 square feet of space. We also retain the right and obligation to lease an additional 45,000 square feet in the 6290 Sequence Drive location. The amended lease term extends through March 2022 and we have an option to renew the lease upon the expiration of the initial term for two additional five -year terms by giving notice to the Landlord prior to the end of the initial term of the lease and any extension period, if applicable.

In September 2008, our subsidiary in Sweden entered into a three year lease for a small shared office space, which has since been renewed for two additional three-year terms through September 2017 and has a quarterly adjustment clause for rent to increase or decrease in proportion to changes in consumer prices. In July 2012, our subsidiary SweetSpot entered into a five year lease for a small office space in a multi-tenant commercial building in Portland, Oregon. Excluding real estate taxes and operating costs, we are required to make total future monthly payments for all of our real estate obligations for the period from January 2015 through March 2022 totaling $32.7 million .

We are party to various purchase arrangements related to components used in manufacturing and research and development activities. As of December 31, 2014 , we had firm purchase commitments with certain vendors totaling approximately $18.0 million due within one year. There are no material purchase commitments due beyond one year.

The following table summarizes our outstanding contractual obligations as of December 31, 2014 and the effect those obligations are expected to have on our liquidity and cash flows in future periods (in millions):

Contractual Obligations:	**Total**	**Less than 1 Year**	**1-3 Years**	**3-5 Years**	**More than 5 Years**
Operating leases	$ 32.7	$ 3.1	$ 7.6	$ 10.2	$ 11.8
Long-term debt	4.6	2.3	2.3	—	—
Purchase commitments	18.0	18.0	—	—	—
Total	$ 55.3	$ 23.4	$ 9.9	$ 10.2	$ 11.8

Off-Balance Sheet Arrangements

We have not engaged in any off-balance sheet activities.

Critical Accounting Policies and Estimates

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

While our significant accounting policies are more fully described in Note 1 to our consolidated financial statements included in this Annual Report on Form 10-K, we believe that the following accounting policies and estimates are most critical to a full understanding and evaluation of our reported financial results.

Revenue Recognition

We sell our durable systems and disposable units through a direct sales force in the United States and through distribution arrangements in the United States, Canada, Australia, New Zealand, and in portions of Europe, Asia, the Middle East and Latin America. Components are individually priced and can be purchased separately or together. We receive payment directly from customers who use our products, as well as from distributors, organizations and third-party payors. Our durable system includes

a reusable transmitter, a receiver, a power cord, data management software and a USB cable. Disposable sensors for use with the durable system are sold separately in packages of four. The initial durable system price is generally not dependent upon the purchase of any amount of disposable sensors.

Revenue is recognized when persuasive evidence of an arrangement exists, delivery has occurred or services have been rendered, the price is fixed or determinable, and collectability is reasonably assured. Revenue on product sales is generally recognized upon shipment, which is when title and the risk of loss have been transferred to the customer and there are no other post shipment obligations. With respect to customers who directly pay for products, the products are generally paid for at the time of shipment using a customer's credit card and do not include customer acceptance provisions. We recognize revenue from contracted insurance payors based on the contracted rate. For non-contracted insurance payors, we obtain prior authorization from the payor and recognize revenue based on the estimated collectible amount and historical experience. We also receive a prescription or statement of medical necessity and, for insurance reimbursement customers, an assignment of benefits prior to shipment.

We provide a " 30 -day money back guarantee" program whereby customers who purchase a durable system and a package of four disposable sensors may return the durable system for any reason within thirty days of purchase and receive a full refund of the purchase price of the durable system. We accrue for estimated returns, refunds and rebates, including pharmacy rebates, by reducing revenues and establishing a liability account at the time of shipment based on historical experience. Returns have historically been immaterial.

We have entered into distribution agreements with Edgepark , Byram and other distributors that allow the distributors to sell our durable systems and disposable units. Revenue on product sales to distributors is generally recognized at the time of shipment, which is when title and risk of loss have been transferred to the distributor and there are no other post-shipment obligations. Revenue is recognized based on contracted prices and invoices are either paid by check following the issuance of a purchase order or letter of credit, or they are paid by wire at the time of placing the order. Terms of distributor orders are generally Freight on Board ("FOB") shipping point (Free Carrier ("FCA") shipping point for international orders). Distributors do not have rights of return per their distribution agreement outside of our standard warranty. The distributors typically have a limited time frame to notify us of any missing, damaged, defective or non-conforming products. For any such products, we shall either, at our option, replace the portion of defective or non-conforming product at no additional cost to the distributor or cancel the order and refund any portion of the price paid to us at that time for the sale in question.

We have collaborative license and development arrangements with strategic partners for the development and commercialization of products utilizing our technologies. The terms of these agreements typically include multiple deliverables by us (for example, license rights, provision of research and development services and manufacture of clinical materials) in exchange for consideration to us of some combination of non-refundable license fees, funding of research and development activities, payments based upon achievement of clinical development milestones and royalties in the form of a designated percentage of product sales or profits. With the exception of royalties, these types of consideration are classified as development grant and other revenue in our consolidated statements of operations and are generally recognized over the service period except for substantive milestone payments, which are generally recognized when the milestone is achieved. In determining whether each milestone is substantive, we considered whether the consideration earned by achieving the milestone should (i) be commensurate with either (a) our performance to achieve the milestone or (b) the enhancement of value of the item delivered as a result of a specific outcome resulting from our performance to achieve the milestone, (ii) relate solely to past performance and (iii) be reasonable relative to all deliverables and payment terms in the arrangement. We recognize royalties as product revenue in the period in which we obtain the royalty report, which is necessary to determine the amount of royalties we are entitled to receive.

Non-refundable license fees are recognized as revenue when we have a contractual right to receive such payment, the contract price is fixed or determinable, the collection of the resulting receivable is reasonably assured and we have no further performance obligations under the license agreement. Multiple element arrangements, such as license, development and other multiple element service arrangements, are analyzed to determine how the arrangement consideration should be allocated among the separate units of accounting, or whether they must be accounted for as a single unit of accounting.

For transactions containing multiple element arrangements, we consider deliverables as separate units of accounting and recognize deliverables as revenue upon delivery only if (i) the deliverable has standalone value and (ii) if the arrangement includes a general right of return relative to the delivered item(s), delivery or performance of the undelivered item(s) is probable and substantially controlled by us. We allocate consideration to the separate units of accounting using the relative selling price method, in which allocation of consideration is based on vendor-specific objective evidence ("VSOE") if available, third-party evidence ("TPE"), or if VSOE and TPE are not available, management's best estimate of a standalone selling price for elements.

We use judgment in estimating the value allocable to the deliverables in an agreement based on our estimate of the fair value or relative selling price attributable to the related deliverables and the consideration from such an agreement is typically

recognized as product revenue or development grant and other revenue. For arrangements that are accounted for as a single unit of accounting, total payments under the arrangement are recognized as revenue on a straight-line basis over the period we expect to complete our performance obligations. We review the estimated period of our performance obligations on a periodic basis and update the recognition period as appropriate. The cumulative amount of revenue earned is limited to the cumulative amount of payments we are entitled to as of the period ending date.

If we cannot reasonably estimate when our performance obligation either ceases or becomes inconsequential, then revenue is deferred until we can reasonably estimate when the performance obligation ceases or becomes inconsequential. Revenue is then recognized over the remaining estimated period of performance. Deferred revenue amounts are classified as current liabilities to the extent that revenue is expected to be recognized within one year.

Significant management judgment is required in determining the level of effort required under an arrangement and the period over which we are expected to complete our performance obligations under an arrangement.

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, for awards that are ultimately expected to vest, primarily on a straight-line basis over the requisite service period of the individual grants, which typically equals the vesting period. Share-based payments that contain performance conditions are recognized when such conditions are probable of being achieved.

The fair value of our Restricted Stock Units (RSUs) is based on the market price of our common stock on the date of grant. We estimate the fair value of stock options granted and stock purchases under our ESPP using the Black-Scholes-Merton (BSM) option-pricing model. Inherent in this model are assumptions related to our expected stock price volatility over the expected term of the awards, risk-free interest rate and any expected dividends. We determine our expected stock price volatility based on our historical stock price volatility over the most recent period equivalent to the expected life of the award. We determine the expected life of an award by considering various relevant factors, including the vesting period and contractual term of the award, our employees' historical exercise patterns and length of service and employee characteristics. For stock purchases under our ESPP , the expected life is equal to the current offering period. The risk-free interest rate assumption is based upon observed interest rates appropriate for the expected life of our employee stock options and stock purchase plan. As we have not paid any cash dividends since our inception and do not anticipate paying dividends in the foreseeable future, we assume a dividend yield of zero.

We are also required to estimate at grant the likelihood that the award will ultimately vest (the "pre-vesting forfeiture rate"), and to revise the estimate, if necessary, in future periods if the actual forfeiture rate differs. We determine the pre-vesting forfeiture rate of an award based on our historical pre-vesting award forfeiture experience, giving consideration to company-specific events impacting historical pre-vesting award forfeiture experience that are unlikely to occur in the future as well as anticipated future events that may impact forfeiture rates. We use our historical data to estimate pre-vesting forfeitures and record stock-based compensation expense only for those awards that are expected to vest.

We recorded $50.0 million , $24.6 million and $18.4 million in share-based compensation expense during the twelve months ended December 31, 2014 , 2013 and 2012 , respectively. At December 31, 2014 , unrecognized estimated compensation costs related to unvested restricted stock units totaled $105.1 million and are expected to be recognized through 2018 .

Inventory

Inventory is valued at the lower of cost or market value on a part-by-part basis that approximates first in, first out. We make adjustments to reduce the cost of inventory to its net realizable value, if required, for estimated excess, obsolete and potential scrapped inventories. 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 sold or disposed.

Warranty Accrual

Estimated warranty costs are recorded at the time of shipment. We estimate future warranty costs by analyzing the timing, cost and amount of returned product. Assumptions and historical warranty experience are evaluated on at least a quarterly basis to determine the continued appropriateness of such assumptions.

Fair Value Measurements

We base the fair value of our Level 1 financial instruments that are in active markets using quoted market prices for identical instruments. Our Level 1 financial instruments include certificates of deposit.

We obtain the fair value of our Level 2 financial instruments, which are not in active markets, from a primary professional pricing source using quoted market prices for identical or comparable instruments, rather than direct observations of quoted prices in active markets. Fair value obtained from this professional pricing source can also be based on pricing models whereby all significant observable inputs, including maturity dates, issue dates, settlement date, 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 of our Level 2 marketable securities portfolio balance provided by our investment managers.

Certain contingent consideration liabilities are classified within Level 3 of the fair value hierarchy because they use unobservable inputs. For those liabilities, fair value is determined using a probability-weighted discounted cash flow model, the significant inputs which, which include the probability and timing of achievement and the estimated discount rate, are not observable in the market.

Recent Accounting Guidance

In July 2013, the FASB issued authoritative guidance for Presentation of an Unrecognized Tax Benefit When a Net Operating Loss Carryforward, a Similar Tax Loss, or a Tax Credit Carryforward Exists, which provides explicit guidance on the financial statement presentation of an unrecognized tax benefit when a net operating loss carryforward, a similar tax loss, or a tax credit carryforward exists. The guidance is effective prospectively for fiscal years, and interim periods within those years, beginning after December 15, 2013, with early adoption permitted. We adopted this guidance on January 1, 2014, and the adoption of this guidance did not have a material impact on our consolidated financial statements or related financial statement disclosures.

In May 2014, the FASB issued authoritative guidance for Revenue from Contracts with Customers, to supersede nearly all existing revenue recognition guidance under U.S. GAAP. The core principle of the guidance is to recognize revenues when promised goods or services are transferred to customers in an amount that reflects the consideration that is expected to be received for those goods or services. The guidance defines a five step process to achieve this core principle and it is possible when the five step process is applied, more judgment and estimates may be required within the revenue recognition process than required under existing U.S. GAAP including identifying performance obligations in the contract, estimating the amount of variable consideration to include in the transaction price and allocating the transaction price to each separate performance obligation. The updated standard permits the use of either the retrospective or cumulative effect transition method and is effective for us in our first quarter of fiscal 2017. Early adoption is not permitted. We have not yet selected a transition method and we are currently evaluating the effect that the updated standard will have on our consolidated financial statements and related disclosures.

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.

Foreign Currency Risk

To date we have recorded no product sales in other than U.S. dollars. We have only limited business transactions in foreign currencies. We do not currently engage in hedging or similar transactions to reduce our foreign currency risks. We believe we have no material exposure to risk from changes in foreign currency exchange rates at this time. We will continue to monitor and evaluate our internal processes relating to foreign currency exchange, including the potential use of hedging strategies.

ITEM 8. CONSOLIDATED 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 Loss,” “Consolidated Statements of Stockholders’ Equity,” “Consolidated Statements of Cash Flows” and “Notes to Consolidated Financial Statements” on pages F-2 to F-26 of this annual report.

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 Securities Exchange Act of 1934 require public companies to maintain "disclosure controls and procedures," which are defined to mean a company's controls and other procedures that are designed to ensure that information required to be disclosed in the reports that it files or submits under the Securities Exchange Act of 1934 is accumulated and timely communicated to management, including our Chief Executive Officer and Chief Financial Officer, recorded, processed, summarized, and reported within the time periods specified in the Securities and Exchange Commission's rules and forms. Our management, including our Chief Executive Officer and our Chief Financial Officer, conducted an evaluation as of the end of the period covered by this report of the effectiveness of our disclosure controls and procedures. Based on their evaluation as of December 31, 2014 , our Chief Executive Officer and our Chief Financial Officer concluded that our disclosure controls and procedures were effective as of such date for this purpose.

Changes in Internal Control over Financial Reporting

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

Management's Report on Internal Control over Financial Reporting

Our management is responsible for establishing and maintaining adequate internal control over financial reporting as defined in Rule 13a-15(f) under the Securities Exchange Act of 1934. 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, 2014 . 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, 2014 , 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, 2014 has been audited by Ernst & Young LLP an independent Public Registered Accounting firm, as stated in their report which is included herein.

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

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

Limitation on Effectiveness of Controls

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

The Board of Directors and Stockholders of DexCom, Inc.

We have audited DexCom, Inc.'s internal control over financial reporting as of December 31, 2014, 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). DexCom, Inc.'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 conducted our audit in accordance with the standards of the Public Company Accounting Oversight Board (United States). 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.

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.

In our opinion, DexCom, Inc. maintained, in all material respects, effective internal control over financial reporting as of December 31, 2014, based on the COSO criteria.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States), the consolidated balance sheets of DexCom, Inc. as of December 31, 2014 and 2013, and the related consolidated statements of operations, comprehensive loss, stockholders' equity and cash flows for each of the three years in the period ended December 31, 2014 of DexCom, Inc. and our report dated February 25, 2015 expressed an unqualified opinion thereon.

/s/ Ernst & Young LLP

San Diego, California
February 25, 2015

ITEM 9B. OTHER INFORMATION

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 our 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 our Proxy Statement entitled "Executive Officers."

The information concerning compliance with Section 16(a) of the Securities Exchange Act of 1934 required by this Item is incorporated by reference to the section in our Proxy Statement entitled "Section 16(a) Beneficial Ownership Reporting Compliance."

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 Ethics for Chief Executive Officer and Senior Finance Personnel," is publicly available on our Internet website at *http://investor.shareholder.com/dexcom/governance.cfm* . The information contained on our Internet website is not incorporated by reference into this Report on Form 10-K.

The information concerning the audit committee of the Board of Directors required by this Item is incorporated by reference to information set forth in the Proxy Statement.

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.

ITEM 11. EXECUTIVE COMPENSATION

The information required by this Item concerning executive compensation and our Compensation Committee is incorporated by reference to information set forth in the Proxy Statement.

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 information set forth in the Proxy Statement under the headings "Principal Stockholders and Stock Ownership by 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 information set forth in the Proxy Statement.

The information concerning certain relationships and related transactions required by the Item is incorporated by reference to the section in our Proxy Statement entitled "Certain Transactions."

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 our Proxy Statement entitled "Ratification of Selection of Independent Registered Public Accounting Firm."

PART IV

ITEM 15. EXHIBITS, FINANCIAL STATEMENT SCHEDULES

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

1. Financial Statements. The financial statements in Part II, Item 8 of this Annual Report are incorporated by reference.

2. Financial Statement Schedules.

For the three fiscal years ended December 31, 2014 —Schedule II Valuation and Qualifying Accounts, the financial statements in Part II, Item 8 of this Annual Report are incorporated by reference.

Schedules not listed above have been omitted because information required to be set forth therein is not applicable or is shown in the financial statements or notes thereto.

3. Exhibits.

		Incorporated by Reference				
Exhibit Number	**Exhibit Description**	**Form**	**File No.**	**Date of First Filing**	**Exhibit Number**	**Provided Herewith**
3.01	Registrant's Restated Certificate of Incorporation.	S-1/A	333-122454	March 3, 2005	3.03	
3.02	Registrant's Amended and Restated Bylaws.	8-K	000-51222	November 25, 2014	3.01	
4.01	Form of Specimen Certificate for Registrant's common stock.	S-1/A	333-122454	March 24, 2005	4.01	
4.02	Second Amended and Restated Investors' Rights Agreement, dated December 30, 2004.	S-1	333-122454	February 1, 2005	4.02	
4.03	Form of Rights Agreement, between DexCom, Inc. and American Stock Transfer & Trust Company, including the Certificate of Designations of Series A Junior Participating Preferred Stock, Summary of Stock Purchase Rights and Forms of Right Certificate attached thereto as Exhibit A, B and C, respectively.	S-1/A	000-51222	March 24, 2005	4.03	
10.01	Form of Indemnity Agreement between Registrant and each of its directors and executive officers.	S-1	333-122454	February 1, 2005	10.01	
10.02	1999 Stock Option Plan and related agreements.*	S-1	333-122454	February 1, 2005	10.02	
10.03	2005 Equity Incentive Plan and forms of stock option agreement and stock option exercise agreements.*	S-1/A	000-51222	March 24, 2005	10.03	
10.04	2005 Employee Stock Purchase Plan and form of subscription agreement.*	S-1/A	000-51222	March 24, 2005	10.04	
10.05	Offer letter between DexCom, Inc. and Jorge Valdes dated October 16, 2005.*	10-K	000-51222	February 27, 2006	10.14	
10.06	Office Lease Agreement, dated March 31, 2006, between DexCom, Inc. and Kilroy Realty, L.P.	8-K	000-51222	April 7, 2006	99.01	
10.07	Offer letter between DexCom, Inc. and Steven R. Pacelli dated April 10, 2006.*	8-K	000-51222	April 13, 2006	99.01	

Exhibit Number	Exhibit Description	Incorporated by Reference				Provided Herewith
		Form	File No.	Date of First Filing	Exhibit Number	
10.08	Collaboration Agreement, dated November 10, 2008 between DexCom, Inc. and Edwards Lifesciences LLC.**	8-K/A	000-51222	January 28, 2009	10.1	
10.09	Amended and Restated Joint Development Agreement, dated January 12, 2009, between DexCom, Inc. and Animas Corporation.**	8-K/A	000-51222	January 28, 2009	10.1	
10.10	OUS Commercialization Agreement, dated January 12, 2009, between DexCom, Inc. and Animas Corporation.**	8-K/A	000-51222	January 28, 2009	10.2	
10.11	Form of Amended and Restated Executive Change of Control & Severance Agreement.*	10-K	000-51222	March 5, 2009	10.20	
10.12	Amended and Restated Offer Letter Agreement dated December 19, 2008 between DexCom, Inc. and Terrance H. Gregg.*	10-K	000-51222	March 5, 2009	10.21	
10.13	Letter Agreement, between Edwards Lifesciences LLC and DexCom, Inc., dated May 5, 2009.	10-Q	000-51222	August 3, 2009	10.22	
10.14	Non-Exclusive Distribution Agreement, between RGH Enterprises, Inc. and DexCom, Inc., dated April 30, 2008.**	10-Q	000-51222	August 3, 2009	10.23	
10.15	Letter of Amendment of the Amended and Restated Joint Development Agreement, between Animas Corporation and DexCom, Inc., dated July 30, 2009.**	10-Q	000-51222	November 4, 2009	10.24	
10.16	Amendment No. 1 to the Commercialization Agreements, between Animas Corporation and DexCom, Inc., dated July 30, 2009.**	10-Q	000-51222	November 4, 2009	10.25	
10.17	Amended and Restated Development, Manufacturing, Licensing and Supply Agreement, between DSM PTG, Inc. and DexCom, Inc., dated February 19, 2010.**	10-K	000-51222	March 9, 2010	10.25	
10.18	Form of Restricted Stock Unit Award Agreement.	10-Q	000-51222	May 5, 2010	10.26	
10.19	First Amendment to Office Lease between DexCom, Inc. and Kilroy Realty, L.P., dated August 18, 2010.	10-Q	000-51222	November 4, 2010	10.27	
10.20	2005 Equity Incentive Plan, as amended.*	10-Q	000-51222	May 3, 2011	10.25	
10.21	Amendment Number One to Non-Exclusive Distribution Agreement, between RGH Enterprises, Inc. and DexCom, Inc., dated March 29, 2011.**	10-Q/A	000-51222	July 1, 2011	10.26	
10.22	Amendment No. 2 to the OUS Commercialization Agreement, between Animas Corporation and DexCom, Inc., dated June 7, 2011.**	10-Q	000-51222	August 3, 2011	10.27	
10.23	Offer letter between DexCom, Inc. and Kevin Sayer dated May 3, 2011.*	10-Q	000-51222	August 3, 2011	10.28	

Exhibit Number	Exhibit Description	Incorporated by Reference				Provided Herewith
		Form	File No.	Date of First Filing	Exhibit Number	
10.24	Research and Development Agreement, between Roche Diagnostics Operations, Inc. and DexCom, Inc. dated November 1, 2011.**	10-K	000-51222	February 23, 2012	10.26	
10.25	Loan and Security Agreement by and among Silicon Valley Bank, Oxford Finance LLC, DexCom, Inc. and SweetSpot Diabetes Care, Inc. dated November 1, 2012.	10-K	000-51222	February 21, 2013	10.26	
10.26	Amendment Number Two to Non-Exclusive Distribution Agreement between RGH Enterprises, Inc. and DexCom, Inc., dated March 28, 2013.**	10-Q	000-51222	May 1, 2013	10.27	
10.27	Amendment Number Three to Non-Exclusive Distribution Agreement between RGH Enterprises, Inc. and DexCom, Inc., dated December 4, 2013.**	10-K	000-51222	February 20, 2014	10.28	
10.28	Non-Exclusive Distribution Agreement between Dexcom, Inc. and Diabetes Specialty Center, LLC dated October 12, 2009, as amended on September 30, 2010, October 11, 2011, November 14, 2012 and November 1, 2013.**	10-K	000-51222	February 20, 2014	10.29	
10.29	First Amendment to Loan and Security Agreement by and among Silicon Valley Bank, Oxford Finance LLC, DexCom, Inc. and SweetSpot Diabetes Care, Inc. dated August 6, 2013.	10-Q	000-51222	March 31, 2014	10.30	
10.30	Settlement and License Agreement by and among Abbott Diabetes Care, Inc. and DexCom, Inc., dated July 2, 2014.	10-Q	000-51222	August 6, 2014	10.31	
10.31	Amendment No. 5 to Non-Exclusive Distribution Agreement between DexCom, Inc. and Diabetes Specialty Center, LLC, dated March 14, 2014.	10-Q	000-51222	August 6, 2014	10.32	
10.32	Second Amendment to Office Lease between DexCom, Inc. and Kilroy Realty, L.P., dated October 1, 2014.					X
21.01	List of Subsidiaries.					X
23.01	Consent of Independent Registered Public Accounting Firm.					X
24.01	Power of Attorney. (See page 60 of this Form 10-K).					X
31.01	Certification of Chief Executive Officer Pursuant to Securities Exchange Act Rule 13a-14(a).					X
31.02	Certification of Chief Financial Officer Pursuant to Securities Exchange Act Rule 13a-14(a).					X
32.01	Certification of Chief Executive Officer Pursuant to 18 U.S.C. Section 1350 and Securities Exchange Act Rule 13a-14(b).***					X
32.02	Certification of Chief Financial Officer Pursuant to 18 U.S.C. Section 1350 and Securities Exchange Act Rule 13a-14(b).***					X
101.INS	XBRL Instance Document					X

Exhibit Number	Exhibit Description	Incorporated by Reference			Exhibit Number	Provided Herewith
		Form	File No.	Date of First Filing		
101.SCH	XBRL Taxonomy Extension Schema Document					X
101.CAL	XBRL Taxonomy Extension Calculation Linkbase Document					X
101.DEF	XBRL Taxonomy Extension Definition Linkbase Document					X
101.LAB	XBRL Taxonomy Extension Label Linkbase Document					X
101.PRE	XBRL Taxonomy Extension Presentation Linkbase Document					X

* Represents a management contract or compensatory plan.

** Confidential treatment has been requested for certain portions of this document pursuant to an application for confidential treatment sent to the Securities and Exchange Commission. Such portions are omitted from this filing and were filed separately with the Securities and Exchange Commission.

*** 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.

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 25, 2015

By: /S/ JESS ROPER
Jess Roper, Chief Financial Officer

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints Kevin Sayer and Jess Roper, jointly and severally, his attorneys-in-fact, each with the power of substitution, for him in any and all capacities, to sign any amendments to this Report on Form 10-K and to file same, with exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, 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 dates indicated.

Signature	Title	Date
/S/ KEVIN SAYER **Kevin Sayer**	President, Chief Executive Officer, and Director (Principal Executive Officer)	February 25, 2015
/S/ JESS ROPER **Jess Roper**	Chief Financial Officer (Principal Financial and Accounting Officer)	February 25, 2015
/S/ TERRANCE GREGG **Terrance Gregg**	Executive Chairman of the Board of Directors	February 25, 2015
/S/ JONATHAN LORD **Jonathan Lord, M.D.**	Lead Independent Director	February 25, 2015
/S/ STEVE ALTMAN **Steve Altman**	Director	February 25, 2015
/S/ NICHOLAS AUGUSTINOS **Nicholas Augustinos**	Director	February 25, 2015
/S/ MARK FOLETTA **Mark Foletta**	Director	February 25, 2015
/S/ BARBARA KAHN **Barbara Kahn**	Director	February 25, 2015
/S/ JAY SKYLER **Jay Skyler, M.D.**	Director	February 25, 2015
/S/ ERIC TOPOL **Eric Topol, M.D.**	Director	February 25, 2015

DEXCOM, INC.

INDEX TO CONSOLIDATED FINANCIAL STATEMENTS

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REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

The Board of Directors and Stockholders of

DexCom, Inc.

We have audited the accompanying consolidated balance sheets of DexCom, Inc. as of December 31, 2014 and 2013, and the related consolidated statements of operations, comprehensive loss, stockholders' equity and cash flows for each of the three years in the period ended December 31, 2014. Our audits also included the financial statement schedule listed in the Index at Item 15(a). These financial statements and schedule are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements and schedule based on our audits.

We conducted our audits in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the consolidated financial position of DexCom, Inc. at December 31, 2014 and 2013, and the consolidated results of its operations and its cash flows for each of the three years in the period ended December 31, 2014, in conformity with U.S. generally accepted accounting principles. Also, in our opinion, the related financial statement schedule, when considered in relation to the basic financial statements taken as a whole, presents fairly in all material respects the information set forth therein.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States), DexCom Inc.'s internal control over financial reporting as of December 31, 2014, 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 25, 2015 expressed an unqualified opinion thereon.

/s/ Ernst & Young LLP

San Diego, California
February 25, 2015

DexCom, Inc.

Consolidated Balance Sheets
(In millions—except par value data)

	As of December 31,	
	2014	2013
Assets		
Current assets:		
Cash and cash equivalents	$ 71.8	$ 43.2
Short-term marketable securities, available-for-sale	11.8	11.4
Accounts receivable, net	42.4	26.1
Inventory	16.0	9.0
Prepaid and other current assets	3.9	3.4
Total current assets	145.9	93.1
Property and equipment, net	31.2	20.7
Restricted cash	1.0	1.0
Intangible assets, net	2.7	3.6
Goodwill	3.2	3.2
Other assets	0.6	0.9
Total assets	$ 184.6	$ 122.5
Liabilities and stockholders' equity		
Current liabilities:		
Accounts payable and accrued liabilities	$ 20.4	$ 14.1
Accrued payroll and related expenses	17.2	15.1
Current portion of long-term debt	2.3	2.2
Current portion of deferred revenue	0.7	0.7
Total current liabilities	40.6	32.1
Other liabilities	1.5	1.7
Long-term debt, net of current portion	2.3	4.6
Total liabilities	44.4	38.4
Commitments and contingencies (Note 4)		
Stockholders' equity:		
Preferred stock, $0.001 par value, 5.0 shares authorized; no shares issued and outstanding at December 31, 2014 and December 31, 2013, respectively	—	—
Common stock, $0.001 par value, 100.0 authorized; 77.6 and 77.3 issued and outstanding, respectively, at December 31, 2014; and 72.8 and 72.5 shares issued and outstanding, respectively, at December 31, 2013	0.1	0.1
Additional paid-in capital	638.0	559.5
Accumulated other comprehensive loss	(0.1)	(0.1)
Accumulated deficit	(497.8)	(475.4)
Total stockholders' equity	140.2	84.1
Total liabilities and stockholders' equity	$ 184.6	$ 122.5

See accompanying notes

DexCom, Inc.

Consolidated Statements of Operations
(In millions—except per share data)

	Years Ended December 31,		
	2014	**2013**	**2012**
Product revenue	$ 257.1	$ 157.1	$ 93.0
Development grant and other revenue	2.1	2.9	6.9
Total revenue	259.2	160.0	99.9
Product cost of sales	82.3	58.1	48.3
Development and other cost of sales	0.6	1.8	5.0
Total cost of sales	82.9	59.9	53.3
Gross profit	176.3	100.1	46.6
Operating expenses			
Research and development	69.4	44.8	38.3
Selling, general and administrative	128.4	84.2	64.0
Total operating expenses	197.8	129.0	102.3
Operating loss	(21.5)	(28.9)	(55.7)
Interest and other income	—	—	0.1
Interest expense	(0.8)	(0.9)	(0.2)
Loss before income taxes	(22.3)	(29.8)	(55.8)
Income tax expense (benefit)	0.1	—	(1.3)
Net loss	$ (22.4)	$ (29.8)	$ (54.5)
Basic and diluted net loss per share	$ (0.30)	$ (0.42)	$ (0.79)
Shares used to compute basic and diluted net loss per share	75.2	71.1	68.7

See accompanying notes

DexCom, Inc.

Consolidated Statements of Comprehensive Loss
(In millions)

	Years Ended December 31,		
	2014	2013	2012
Net loss	$ (22.4)	$ (29.8)	$ (54.5)
Unrealized gain (loss) on short-term available-for-sale marketable securities	—	—	—
Foreign currency translation gain (loss)	—	—	—
Comprehensive loss	$ (22.4)	$ (29.8)	$ (54.5)

See accompanying notes

DexCom, Inc.

Consolidated Statements of Stockholders' Equity
(In millions)

	Common stock		Additional paid-in capital	Accumulated other comprehensive income (loss)	Accumulated deficit	Total stockholders' equity
	Shares	Amount				
Balance at December 31, 2011	67.5	$ 0.1	$ 495.6	$ (0.1)	$ (391.1)	$ 104.5
Issuance of common stock under equity incentive plans	1.3	—	2.1	—	—	2.1
Issuance of common stock for Employee Stock Purchase Plan	0.2	—	1.5	—	—	1.5
Issuance of common stock for SweetSpot acquisition and milestone	0.5	—	5.0	—	—	5.0
Share-based compensation for employee stock option and award grants	—	—	18.4	—	—	18.4
Net loss	—	—	—	—	(54.5)	(54.5)
Balance at December 31, 2012	69.5	0.1	522.6	(0.1)	(445.6)	77.0
Issuance of common stock under equity incentive plans	2.8	—	10.2	—	—	10.2
Issuance of common stock for Employee Stock Purchase Plan	0.2	—	1.9	—	—	1.9
Share-based compensation for employee stock option and award grants	—	—	24.8	—	—	24.8
Net loss	—	—	—	—	(29.8)	(29.8)
Balance at December 31, 2013	72.5	0.1	559.5	(0.1)	(475.4)	84.1
Issuance of common stock under equity incentive plans	4.6	—	21.4	—	—	21.4
Issuance of common stock for Employee Stock Purchase Plan	0.1	—	2.6	—	—	2.6
Issuance of common stock for contingent consideration settlement	0.1	—	4.0	—	—	4.0
Share-based compensation for employee stock option and award grants	—	—	50.5	—	—	50.5
Net loss	—	—	—	—	(22.4)	(22.4)
Balance at December 31, 2014	77.3	$ 0.1	$ 638.0	$ (0.1)	$ (497.8)	$ 140.2

See accompanying notes

DexCom, Inc.

Consolidated Statements of Cash Flows
(In millions)

	Years Ended December 31,		
	2014	2013	2012
Operating activities			
Net loss	$ (22.4)	$ (29.8)	$ (54.5)
Adjustments to reconcile net loss to cash provided by (used in) operating activities:			
Depreciation and amortization	8.4	7.0	6.6
Share-based compensation	50.0	24.6	18.4
Accretion and amortization related to marketable securities, net	0.1	0.3	0.8
Amortization of debt issuance costs	0.3	0.4	0.1
Release of valuation allowance against deferred tax assets	—	—	(1.3)
Change in fair value of contingent consideration	(0.2)	2.5	0.7
Impairment of intangible assets	0.2	—	—
Other non-cash expenses	—	0.2	—
Changes in operating assets and liabilities:			
Accounts receivable	(16.3)	(6.5)	(7.0)
Inventory	(7.0)	(1.6)	0.7
Prepaid and other assets	(0.4)	(1.4)	(0.8)
Restricted cash	—	—	(0.1)
Accounts payable and accrued liabilities	8.3	2.4	0.3
Accrued payroll and related expenses	2.2	5.8	2.4
Deferred revenue	—	(1.2)	0.1
Other liabilities	0.4	(0.3)	0.5
Net cash provided by (used in) operating activities	23.6	2.4	(33.1)
Investing activities			
Purchase of available-for-sale marketable securities	(13.8)	(16.3)	(66.4)
Proceeds from the maturity of available-for-sale marketable securities	13.2	45.1	104.3
Purchase of property and equipment	(16.2)	(7.9)	(9.5)
Net cash provided by (used in) investing activities	(16.8)	20.9	28.4
Financing activities			
Net proceeds from issuance of common stock	24.0	12.0	3.6
Net proceeds from issuance of long-term debt	—	—	6.6
Repayment of long-term debt	(2.2)	(0.2)	—
Net cash provided by financing activities	21.8	11.8	10.2
Increase in cash and cash equivalents	28.6	35.1	5.5
Cash and cash equivalents, beginning of period	43.2	8.1	2.6
Cash and cash equivalents, ending of period	$ 71.8	$ 43.2	$ 8.1
Supplemental disclosure of cash flow information			
Cash paid during the year for interest	$ 0.4	$ 0.5	$ —
Supplemental disclosure of non-cash transactions			
Issuance of common stock in connection with acquisition and contingent consideration	$ —	$ —	$ 6.1
Issuance of common stock in connection with contingent consideration settlement	$ 4.0	$ —	$ —

See accompanying notes

1. Organization and Summary of Significant Accounting Policies

Organization and Business

DexCom, Inc. is a medical device company focused on the design, development and commercialization of continuous glucose monitoring ("CGM") systems for ambulatory use by people with diabetes and by healthcare providers in the hospital for the treatment of people with and without diabetes. Unless the context requires otherwise, the terms "we," "us," "our," the "company," or "DexCom" refer to DexCom, Inc. and its subsidiaries.

Basis of Presentation

We have incurred operating losses since our inception and have an accumulated deficit of $497.8 million at December 31, 2014 . As of December 31, 2014 , we had available cash, cash equivalents and short-term marketable securities totaling $83.6 million , excluding $1.0 million of restricted cash, and working capital of $105.3 million . Our ability to transition to, and maintain, profitable operations is dependent upon achieving a level of revenues adequate to support our cost structure. If events or circumstances occur such that we do not meet our operating plan as expected, we may be required to reduce planned increases in compensation related expenses or other operating expenses which could have an adverse impact on our ability to achieve our intended business objectives. We believe our working capital resources will be sufficient to fund our operations through at least December 31, 2015 .

Principles of Consolidation

The consolidated financial statements include the accounts of DexCom and our wholly owned subsidiaries, DexCom AB and SweetSpot Diabetes Care, Inc. ("SweetSpot"). All significant intercompany balances and transactions have been eliminated in consolidation.

Segment Reporting and Geographic Information

An operating segment is identified as a component of a business that has discrete financial information available, and one for which the chief operating decision maker must decide the level of resource allocation. In addition, the guidance for segment reporting indicates certain quantitative thresholds. The operations of SweetSpot, our subsidiary, does not meet the definition of an operating segment and are currently not material, but may become material in the future. We currently consider our operations to be, and manage our business globally within one reportable segment, which is consistent with how our management reviews our business, makes investment and resource allocation decisions and assesses operating performance.

We sell our products through a direct sales force in the United States and through distribution arrangements in the United States, Canada, Australia, New Zealand, and in portions of Europe, Asia, the Middle East and Latin America. Our country of domicile is the United States.

During the years ended 2014 , 2013 and 2012 , no individual country, outside of our country of domicile, generated revenue that represented more than 10% of our total revenue. Product revenue is designated based on the geographic location to which we deliver the product. Development grant and other revenue is attributed to countries based upon the location of the headquarters of our customer or their billing address. During fiscal 2014 , total revenue attributed to the United States was approximately $224.2 million , or 86% , and revenue attributed to foreign countries was approximately $35.0 million , or 14% , respectively. Revenue attributed to foreign countries for fiscal 2013 and 2012 did not exceed 10% of our total revenue. Substantially all of our long-lived assets are located in the United States.

Use of Estimates

The preparation of consolidated financial statements in conformity with U.S. GAAP requires us to make estimates and assumptions that affect the amounts reported in the consolidated financial statements and accompanying notes. Actual results could differ from these estimates. Significant estimates include excess or obsolete inventories, valuation of inventory, warranty accruals, clinical trial expenses, allowance for bad debt and share-based compensation expense.

Cash and Cash Equivalents

We invest our excess cash in bank deposits, money market accounts, and debt securities. We consider all highly liquid investments with a maturity of 90 days or less at the time of purchase to be cash equivalents.

Accounts Receivable

We grant credit to various customers in the normal course of business. 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 greater than one year past due are deemed uncollectable.

Letters of Credit

At December 31, 2014 and 2013 , we had irrevocable letters of credit outstanding with a commercial bank for approximately $0.7 million and $0.7 million , respectively, securing our facility leases. The letters of credit are secured by cash equivalents and an equal amount of restricted cash has been separately disclosed in the accompanying consolidated balance sheets.

Concentration of Credit Risk

Financial instruments which potentially subject us to concentrations of credit risk consist primarily of cash, cash equivalents, short-term investment securities, and accounts receivable. We limit our exposure to credit loss by placing our cash with high credit quality financial institutions. We have established guidelines relative to diversification of our cash and investment securities and their maturities that are intended to secure safety and liquidity. These guidelines are periodically reviewed and modified to take advantage of trends in yields and interest rates and changes in our operations and financial position. The following table summarizes customers who accounted for 10% or more of net accounts receivable:

	December 31,	
	2014	**2013**
Customer A	23%	19%
Customer B	12%	17%

Impairment of Long-Lived Assets

We record impairment losses on long-lived assets used in operations when events and circumstances indicate that assets might be impaired and the undiscounted cash flows estimated to be generated by those assets are less than the carrying amount of those assets. We have not experienced any material impairment losses on assets used in operations.

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, for awards that are ultimately expected to vest, primarily on a straight-line basis over the requisite service period of the individual grants, which typically equals the vesting period. Share-based payments that contain performance conditions are recognized when such conditions are probable of being achieved.

The fair value of our Restricted Stock Units (RSUs) is based on the market price of our common stock on the date of grant. We estimate the fair value of stock options granted and stock purchase rights under our Employee Stock Purchase Plan (“ESPP”) using the Black-Scholes-Merton ("BSM") option-pricing model. Inherent in this model are assumptions related to our expected stock price volatility over the expected term of the awards, risk-free interest rate and any expected dividends. We determine our expected stock price volatility based on our historical stock price volatility over the most recent period equivalent to the expected life of the award. We determine the expected life of an award by considering various relevant factors, including the vesting period and contractual term of the award, our employees’ historical exercise patterns and length of service and employee characteristics. For stock purchase rights under our ESPP , the expected life is equal to the current offering period. The risk-free interest rate assumption is based upon observed interest rates appropriate for the expected life of our employee stock options and stock purchase plan. As we have not paid any cash dividends since our inception and do not anticipate paying dividends in the foreseeable future, we assume a dividend yield of zero.

We are also required to estimate at grant the likelihood that the award will ultimately vest (the “pre-vesting forfeiture rate”), and to revise the estimate, if necessary, in future periods if the actual forfeiture rate differs. We determine the pre-vesting forfeiture rate of an award based on our historical pre-vesting award forfeiture experience, giving consideration to company-specific events impacting historical pre-vesting award forfeiture experience that are unlikely to occur in the future as well as anticipated future events that may impact forfeiture rates. We use our historical data to estimate pre-vesting forfeitures and record stock-based compensation expense only for those awards that are expected to vest.

Revenue Recognition

We sell our durable systems and disposable units through a direct sales force in the United States and through distribution arrangements in the United States , Canada , Australia , New Zealand , and in portions of Europe , Asia , the Middle East and Latin America . Components are individually priced and can be purchased separately or together. We receive payment directly from customers who use our products, as well as from distributors, organizations and third-party payors. Our durable system includes a reusable transmitter, a receiver, a power cord, data management software and a USB cable. Disposable sensors for use with the durable system are sold separately in packages of four. The initial durable system price is generally not dependent upon the purchase of any amount of disposable sensors.

Revenue is recognized when persuasive evidence of an arrangement exists, delivery has occurred or services have been rendered, the price is fixed or determinable, and collectability is reasonably assured. Revenue on product sales is generally recognized upon shipment, which is when title and the risk of loss have been transferred to the customer and there are no other post shipment obligations. With respect to customers who directly pay for products, the products are generally paid for at the time of shipment using a customer's credit card and do not include customer acceptance provisions. We recognize revenue from contracted insurance payors based on the contracted rate. For non-contracted insurance payors, we obtain prior authorization from the payor and recognize revenue based on the estimated collectible amount and historical experience. We also receive a prescription or statement of medical necessity and, for insurance reimbursement customers, an assignment of benefits prior to shipment.

We provide a " 30 -day money back guarantee" program whereby customers who purchase a durable system and a package of four disposable sensors may return the durable system for any reason within thirty days of purchase and receive a full refund of the purchase price of the durable system. We accrue for estimated returns, refunds and rebates, including pharmacy rebates, by reducing revenues and establishing a liability account at the time of shipment based on historical experience. Returns have historically been immaterial.

We have entered into distribution agreements with Byram , Edgepark and other distributors that allow the distributors to sell our durable systems and disposable units. We have contracts with certain Stocking Distributors , whereby the distributors fulfill orders for our product from their inventory. We also have contracts with certain Drop-Ship Distributors that do not stock our products, but rather products are shipped directly to the customer by us on behalf of our distributor. Revenue on product sales to distributors is generally recognized at the time of shipment, which is when title and risk of loss have been transferred to the distributor and there are no other post-shipment obligations. Revenue is recognized based on contracted prices and invoices are either paid by check following the issuance of a purchase order or letter of credit, or they are paid by wire at the time of placing the order. Terms of distributor orders are generally FOB shipping point (FCA shipping point for international orders). Distributors do not have rights of return per their distribution agreement outside of our standard warranty. The distributors typically have a limited time frame to notify us of any missing, damaged, defective or non-conforming products. For any such products, we shall either, at our option, replace the portion of defective or non-conforming product at no additional cost to the distributor or cancel the order and refund any portion of the price paid to us at that time for the sale in question.

One of our distributors, Byram , accounted for $46.1 million , $24.3 million and $9.6 million in gross revenue, which represents 18% , 15% and 9% of our total revenues for the twelve months ended December 31, 2014 , 2013 and 2012 , respectively. Another one of our distributors, Edgepark , accounted for $28.1 million , $23.1 million and $14.8 million in gross revenue, which represents 11% , 14% and 15% of our total revenues for the twelve months ended December 31, 2014 , 2013 and 2012 , respectively.

We have collaborative license and development arrangements with strategic partners for the development and commercialization of products utilizing our technologies. The terms of these agreements typically include the license of certain intellectual property rights and the provision of multiple deliverables by us (for example, research and development services, product prototypes and products for use in clinical trials) in exchange for consideration to us of some combination of non-refundable license fees, funding of research and development activities, payments based upon achievement of development milestones and royalties in the form of a designated percentage of product sales or profits. With the exception of royalties, these types of consideration are classified as development grant and other revenue in our consolidated statements of operations and are generally recognized over the service period except for substantive milestone payments, which are generally recognized when the milestone is achieved. In determining whether each milestone is substantive, we considered whether the consideration earned by achieving the milestone should (i) be commensurate with either (a) our performance to achieve the milestone or (b) the enhancement of value of the item delivered as a result of a specific outcome resulting from our performance to achieve the milestone, (ii) relate solely to past performance and (iii) be reasonable relative to all deliverables and payment terms in the arrangement. We recognize royalties in the period in which we obtain the royalty report, which is necessary to determine the amount of royalties we are entitled to receive.

Non-refundable license fees are recognized as revenue when we have a contractual right to receive such payment, the contract price is fixed or determinable, the collection of the resulting receivable is reasonably assured and we have no further performance obligations under the license agreement. Multiple element arrangements, such as license, development and other multiple element service arrangements, are analyzed to determine how the arrangement consideration should be allocated among the separate units of accounting, or whether they must be accounted for as a single unit of accounting.

For transactions containing multiple element arrangements, we consider deliverables as separate units of accounting and recognize deliverables as revenue upon delivery only if (i) the deliverable has standalone value and (ii) if the arrangement includes a general right of return relative to the delivered item(s), delivery or performance of the undelivered item(s) is probable and substantially controlled by us. We allocate consideration to the separate units of accounting using the relative selling price method, in which allocation of consideration is based on vendor-specific objective evidence ("VSOE") if available, third-party evidence ("TPE"), or if VSOE and TPE are not available, management's best estimate of a standalone selling price for elements.

We use judgment in estimating the value allocable to the deliverables in an agreement based on our estimate of the fair value or relative selling price attributable to the related deliverables and the consideration from such an agreement is typically recognized as product revenue or development grant and other revenue. For arrangements that are accounted for as a single unit of accounting, total payments under the arrangement are recognized as revenue on a straight-line basis over the period we expect to complete our performance obligations. We review the estimated period of our performance obligations on a periodic basis and update the recognition period as appropriate. The cumulative amount of revenue earned is limited to the cumulative amount of payments we are entitled to as of the period ending date.

If we cannot reasonably estimate when our performance obligation either ceases or becomes inconsequential, then revenue is deferred until we can reasonably estimate when the performance obligation ceases or becomes inconsequential. Revenue is then recognized over the remaining estimated period of performance. Deferred revenue amounts are classified as current liabilities to the extent that revenue is expected to be recognized within one year.

Significant management judgment is required in determining the level of effort required under an arrangement and the period over which we are expected to complete our performance obligations under an arrangement.

Warranty Accrual

Estimated warranty costs associated with a product are recorded at the time of shipment. We estimate future warranty costs by analyzing historical warranty experience for the timing and amount of returned product, and these estimates are evaluated on at least a quarterly basis to determine the continued appropriateness of such assumptions.

Research and Development

All costs of research and development are expensed as incurred. Research and development expenses primarily include salaries, bonus and payroll related costs, overhead, part components, share-based compensation, and fees paid to consultants.

Foreign Currency

The financial statements of our non-U.S. subsidiary, whose functional currency is the Swedish Krona, are translated into U.S. dollars for financial reporting purposes. Assets and liabilities are translated at period-end exchange rates, and revenue and expense transactions are translated at average exchange rates for the period. Cumulative translation adjustments are recognized as part of comprehensive income and are included in accumulated other comprehensive loss in the consolidated balance sheets. Gains and losses on transactions denominated in other than the functional currency are reflected in operations. To date the results of operations of this subsidiary and related translation adjustments have not been material in our consolidated results.

Comprehensive Loss

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

Inventory

Inventory is valued at the lower of cost or market value on a part-by-part basis that approximates first in, first out. We make adjustments to reduce the cost of inventory to its net realizable value, if required, for estimated excess, obsolete and

potential scrapped inventories. 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 sold or disposed.

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.

Deferred Rent

Rent expense is recorded on a straight-line basis over the term of the lease. The difference between rent expense accrued and amounts paid under the lease agreement is recorded as deferred rent in the accompanying consolidated balance sheets.

Income Taxes

In July 2006, the FASB issued authoritative guidance for accounting for uncertainty in income taxes, which prescribes a recognition threshold and measurement process for recording in the consolidated financial statements uncertain tax positions taken or expected to be taken in a tax return. Additionally, the accounting standard provides guidance on the derecognition, classification, accounting in interim periods and disclosure requirements for uncertain tax positions.

We file income tax returns in the United States, Sweden and in various state 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. Our policy is to recognize interest expense and penalties related to income tax matters as a component of income tax expense. As of December 31, 2014 , we had no interest or penalties accrued for uncertain tax positions.

Short-Term Marketable Securities

We have classified our short-term marketable securities with remaining maturity at purchase of more than three months as “available-for-sale” and carry them at fair value with unrealized gains and losses, if any, reported as a separate component of stockholders' equity and included in comprehensive loss. Realized gains and losses are calculated using the specific identification method and recorded as interest income. We invest in various types of securities, including debt securities in government-sponsored entities, corporate debt securities, U.S. Treasury securities and commercial paper. We do not intend to sell the 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 maturity.

Fair Value Measurements

The fair value hierarchy described by the authoritative guidance for fair value measurements is based on three levels of inputs, of which the first two are considered observable and the last unobservable, that may be used to measure fair value and include the following:

Level 1—Quoted prices in active markets for identical assets or liabilities.

Level 2—Inputs other than Level 1 that are observable, either directly or indirectly, such as quoted prices for similar assets or liabilities; quoted prices in markets that are not active; or other inputs that are observable or can be corroborated by observable market data for substantially the full term of the assets or liabilities.

Level 3—Unobservable inputs that are supported by little or no market activity and that are significant to the fair value of the assets or liabilities.

We carry our marketable securities and contingent consideration liability at fair value. The carrying amounts of financial instruments such as cash and cash equivalents, accounts receivable, prepaid expenses and other current assets, accounts payable and accrued liabilities, are carried at cost, which approximate the related fair values due to the short-term maturities of these instruments.

Property and Equipment

Property and equipment is stated at cost and depreciated over the estimated useful lives of the assets, generally three years for computer equipment, four years for machinery and equipment, and five years for furniture and fixtures, using the straight-line method. Leasehold improvements are stated at cost and amortized over the shorter of the estimated useful lives of the assets or the remaining lease term.

Impairment of Goodwill and Intangible Assets

We test goodwill and intangible assets with indefinite lives for impairment on an annual basis. Also, between annual tests we test for impairment if events and circumstances indicate 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.

Recent Accounting Guidance

In July 2013, the FASB issued authoritative guidance for Presentation of an Unrecognized Tax Benefit When a Net Operating Loss Carryforward, a Similar Tax Loss, or a Tax Credit Carryforward Exists, which provides explicit guidance on the financial statement presentation of an unrecognized tax benefit when a net operating loss carryforward, a similar tax loss, or a tax credit carryforward exists. The guidance is effective prospectively for fiscal years, and interim periods within those years, beginning after December 15, 2013, with early adoption permitted. We adopted this guidance on January 1, 2014, and the adoption of this guidance did not have a material impact on our consolidated financial statements or related financial statement disclosures.

In May 2014, the FASB issued authoritative guidance for Revenue from Contracts with Customers, to supersede nearly all existing revenue recognition guidance under U.S. GAAP. The core principle of the guidance is to recognize revenues when promised goods or services are transferred to customers in an amount that reflects the consideration that is expected to be received for those goods or services. The guidance defines a five step process to achieve this core principle and it is possible when the five step process is applied, more judgment and estimates may be required within the revenue recognition process than required under existing U.S. GAAP including identifying performance obligations in the contract, estimating the amount of variable consideration to include in the transaction price and allocating the transaction price to each separate performance obligation. The updated standard permits the use of either the retrospective or cumulative effect transition method and is effective for us in our first quarter of fiscal 2017. Early adoption is not permitted. We have not yet selected a transition method and we are currently evaluating the effect that the updated standard will have on our consolidated financial statements and related disclosures.

2. Net Loss Per Common Share

Basic net loss per share attributable to common stockholders is calculated by dividing the net loss attributable to common stockholders by the weighted-average number of common shares outstanding for the period, without consideration for common stock equivalents. Diluted net loss per share attributable to common stockholders is computed by dividing the net loss attributable to common stockholders by the weighted-average number of common share equivalents outstanding for the period determined using the treasury-stock method. For purposes of this calculation, outstanding options and unvested restricted stock units settleable in shares of common stock are considered to be common stock equivalents and are only included in the calculation of diluted net loss per share when their effect is dilutive.

Historical outstanding anti-dilutive securities not included in diluted net loss per share attributable to common stockholders calculation (in millions):

	Years Ended December 31,		
	2014	2013	2012
Options outstanding to purchase common stock	3.1	5.8	7.4
Unvested restricted stock units	4.2	3.6	3.0
Total	7.3	9.4	10.4

3. Financial Statement Details (in millions)

Short Term Marketable Securities, Available-for-Sale

Short term marketable securities, consisting solely of debt securities with remaining contractual maturities of less than one year were as follows:

	December 31, 2014			
	Amortized Cost	Gross Unrealized Gains	Gross Unrealized Losses	Estimated Market Value
U.S. government agencies	$ 9.1	$ —	$ —	$ 9.1
Corporate debt	2.3	—	—	2.3
Commercial paper	0.4	—	—	0.4
Total	$ 11.8	$ —	$ —	$ 11.8

	December 31, 2013			
	Amortized Cost	Gross Unrealized Gains	Gross Unrealized Losses	Estimated Market Value
U.S. government agencies	$ 8.9	$ —	$ —	$ 8.9
Corporate debt	2.5	—	—	2.5
Total	$ 11.4	$ —	$ —	$ 11.4

Accounts Receivable

	December 31,	
	2014	2013
Accounts receivable	$ 46.8	$ 28.8
Less allowance for doubtful accounts, sales returns and discounts	(4.4)	(2.7)
Total	$ 42.4	$ 26.1

Inventory

	December 31,	
	2014	2013
Raw materials	$ 7.6	$ 4.8
Work-in-process	1.0	0.3
Finished goods	7.4	3.9
Total	$ 16.0	$ 9.0

Property and Equipment

	December 31,	
	2014	2013
Furniture and fixtures	$ 3.9	$ 2.6
Computer equipment	18.9	15.2
Machinery and equipment	26.5	19.0
Leasehold improvements	14.7	10.5
Total	64.0	47.3
Accumulated depreciation and amortization	(32.8)	(26.6)
Property and equipment, net	$ 31.2	$ 20.7

Depreciation and amortization expense related to property and equipment for the twelve months ended December 31, 2014 , 2013 , and 2012 was $7.8 million , $6.4 million , and $6.1 million , respectively.

Goodwill and Intangible Assets

Goodwill and intangible assets as of December 31, 2014 consisted of the following (in millions, except months):

	Weighted-Average Amortization Period (in months)	Gross Amount	Accumulated Amortization	Intangible Assets, net
Intangible assets subject to amortization				
Developed technology	109	$ 3.2	$ (1.2)	$ 2.0
Customer-related intangible	70	0.6	(0.3)	0.3
Covenants not-to-compete	70	0.2	(0.1)	0.1
Total		$ 4.0	$ (1.6)	$ 2.4
Intangible assets not subject to amortization				
In-process research and development				0.2
Trademarks and trade names				0.1
Goodwill				3.2
Total				$ 3.5

Goodwill and intangible assets as of December 31, 2013 consisted of the following (in millions, except months):

	Weighted-Average Amortization Period (in months)	Gross Amount	Accumulated Amortization	Intangible Assets, net
Intangible assets subject to amortization				
Developed technology	109	$ 3.2	$ (0.7)	$ 2.5
Customer-related intangible	70	0.6	(0.2)	0.4
Covenants not-to-compete	70	0.6	(0.2)	0.4
Total		$ 4.4	$ (1.1)	$ 3.3
Intangible assets not subject to amortization				
In-process research and development				0.2
Trademarks and trade names				0.1
Goodwill				3.2
Total				$ 3.5

Total expense related to amortization of intangible assets for the twelve months ended December 31, 2014 , 2013 , and 2012 was $0.6 million , $0.6 million , and $0.5 million , respectively. In the fourth quarter of 2014 , we recorded an impairment charge of $0.2 million, included in the "Research and development" line item of the Consolidated Statement of Operations related to our Covenant not-to-compete intangible asset as a result of the SweetSpot settlement agreement entered into on November 3, 2014.

The following table sets forth the total future amortization expense related to intangible assets subject to amortization as of December 31, 2014 :

Fiscal Year Ending	
2015	$ 0.5
2016	0.5
2017	0.5
2018	0.3
2019	0.3
Thereafter through 2021	0.5
Total	$ 2.6

Accounts Payable and Accrued Liabilities

	December 31,	
	2014	2013
Accounts payable trade	$ 9.9	$ 4.2
Accrued tax, audit, and legal fees	1.6	1.2
Clinical trials	0.4	0.3
Accrued other including warranty	8.5	4.8
Acquisition-related liabilities	—	3.6
Total	$ 20.4	$ 14.1

Accrued Payroll and Related Expenses

	December 31,	
	2014	2013
Accrued paid time off	$ 3.2	$ 2.7
Accrued wages, bonus and taxes	12.5	11.3
Other accrued employee benefits	1.5	1.1
Total	$ 17.2	$ 15.1

Accrued Warranty

	Years Ended December 31,	
	2014	2013
Beginning balance	$ 0.9	$ 0.3
Charges to costs and expenses	5.2	4.1
Costs incurred	(4.8)	(3.5)
Ending balance	$ 1.3	$ 0.9

4. Commitments and Contingencies

Long-Term Debt

In November 2012, we entered into a loan and security agreement (the “Loan Agreement”) that provides for (i) a $15.0 million revolving line of credit and (ii) a total term loan of up to $20.0 million (the "Term Loan"), in both cases, to be used for general corporate purposes. The borrowings under the Loan Agreement are collateralized by a first priority security interest in substantially all of our assets with a negative pledge on our intellectual property.

The revolving line of credit is an interest-only financing that bears an interest rate equal to the prime rate plus 0.5% and requires repayment of principal at the maturity date of November 2015. Under the revolving line of credit, available funds, which were up to $15.0 million as of December 31, 2014 can be drawn at any time, and repaid funds can be redrawn. No amounts have been drawn against the revolving line of credit.

Per the Loan Agreement, $7.0 million was advanced under the Term Loan at the funding date in November 2012 and up to $13.0 million in additional funds was available upon our request until September 30, 2013 (the "Draw Period"). In August 2013, the Loan Agreement was amended to change the Draw Period for the additional funds under the Term Loan to January 1, 2014 through March 31, 2014, at which time the Draw Period expired unused. The Term Loan bears a fixed interest rate equal to the three-year treasury rate at the time of advance plus 6.94% and requires payment of interest only for the first year and amortized payments of interest and principal thereafter through the maturity date of November 2016 . The aggregate debt issuance costs and fees incurred with respect to the issuance of the Loan Agreement were $1.1 million . These costs have been capitalized as debt issuance costs on our consolidated balance sheet as other assets. Fees related to the revolving line of credit are being amortized through the maturity date of November 2015. Issuance costs and fees related to the term loan are being amortized through the maturity date of November 2016 using the effective interest method. As of December 31, 2014 , the remaining unamortized issuance costs and fees totaled $0.3 million . Principal repayment obligations under the Loan Agreement as of December 31, 2014 were as follows (in millions):

Fiscal Year Ending		
2015	$	2.3
2016		2.3
Total	$	4.6

Leases

In April 2006, we entered into an office lease agreement for facilities located in San Diego, California. In August 2010, we entered into a First Amendment to Office Lease (the "First Lease Amendment") with Kilroy Realty, L.P. (the "Landlord") with respect to facilities in the buildings at 6340 Sequence Drive and 6310 Sequence Drive, each in San Diego, California, and on October 1, 2014, we entered into a Second Amendment to Office Lease (the "Second Lease Amendment") which added the building at 6290 Sequence Drive in San Diego, California to our lease and extended the lease term related to the buildings at 6340 Sequence Drive and 6310 Sequence Drive, and 6290 Sequence Drive, each in San Diego, California (the "Buildings").

Under the Second Lease Amendment, we will continue to lease approximately 129,000 square feet in the current locations at 6340 Sequence Drive and 6310 Sequence Drive, and leased an additional 45,000 square feet at 6290 Sequence Drive, for a total of approximately 174,000 square feet of space. We also retain the right and obligation to lease an additional 45,000 square feet in the 6290 Sequence Drive location (the "Additional Space"). The amended lease term extends through March 2022 and we have an option to renew the lease upon the expiration of the initial term for two additional five -year terms by giving notice to the Landlord prior to the end of the initial term of the lease and any extension period, if applicable. Provided we are not in default under the Second Lease Amendment and the Second Lease Amendment is still in effect, we generally have the right to terminate the lease starting at the 55 th month of the Second Lease Amendment.

These facility leases have annual rental increases ranging from approximately 2.5% to 4% . The difference between the straight-line expense over the term of the lease and actual amounts paid are recorded as deferred rent. In September 2008, our subsidiary in Sweden entered into a three -year lease for a small shared office space, which has since been renewed for two additional three -year terms through September 2017 and has a quarterly adjustment clause for rent to increase or decrease in proportion to changes in consumer prices. In July 2012, our subsidiary SweetSpot entered into a five -year lease for a small office space in a multi-tenant commercial building in Portland, Oregon. Rental obligations, excluding real estate taxes, operating costs, and tenant improvement allowances, under all lease agreements as of December 31, 2014 were as follows (in millions):

Fiscal Year Ending		
2015		3.1
2016		3.6
2017		4.0
2018		5.0
2019		5.2
Thereafter		11.8
Total	$	32.7

Total rent expense for the twelve months ended December 31, 2014 , 2013 and 2012 was $3.6 million , $3.0 million and $2.5 million , respectively.

Litigation

Commencing on August 11, 2005, Abbott instituted various patent infringement proceedings against us in the United States District Court for the District of Delaware. In these proceedings Abbott sought, among other things, a declaratory judgment that our continuous glucose monitoring systems infringe certain patents held by Abbott .

On July 2, 2014, the Abbott Settlement Agreement was entered into in full settlement of all pending patent infringement legal proceedings brought by Abbott against us. In accordance with the Abbott Settlement Agreement , on July 7, 2014, the parties filed a joint stipulation of dismissal of all pending legal proceedings, which was granted by the court on July 11, 2014.

The Abbott Settlement Agreement does not obligate us to pay any royalties or any other form of financial compensation. The Abbott Settlement Agreement provides for a royalty-free, worldwide, non-exclusive, non-sublicensable cross-license of certain patents. We received a limited license from Abbott to the patents that Abbott has alleged that we infringed (and other

Abbott patents that claim priority to such patents). We granted to Abbott a limited license of certain patents with an actual filing date prior to January 1, 2005 (and other of our patents that claim priority to such patents). In addition, each settlement party agreed not to (1) sue the other settlement party for patent infringement based on certain of their respective continuous glucose monitoring products, and (2) challenge any patent or patent application held by the other settlement party, subject to certain limited exceptions, in each case, until March 31, 2021. The cross-license and mutual covenant not to sue granted to each settlement party do not apply to the type of sensor technology used by the other settlement party.

In the event of a change of control, the settlement party that is not acquired in the change of control (the “Non-Acquired Party”) shall be paid a one-time continuation fee of $25.0 million . If the Non-Acquired Party is not paid the continuation fee within 30 days after the effective date of such change of control, then the license granted by, and all covenants of, the Non-Acquired Party shall expire 30 days after the effective date of the change of control, but the license granted by, and all covenants of, the settlement party that is acquired shall survive such expiration.

From time to time, we are subject to various claims and suits arising out of the ordinary course of business, including commercial 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. We do not expect that the resolution of these matters would, or will, have a material adverse effect or material impact on our consolidated financial position.

Purchase Commitments

We are party to various purchase arrangements related to our manufacturing and development activities including materials used in our glucose monitoring systems. As of December 31, 2014 , we had firm purchase commitments with vendors totaling $18.0 million due within one year. There are no material purchase commitments due beyond one year.

5. Development and Other Agreements

Edwards Lifesciences LLC

On November 10, 2008, we entered into a Collaboration Agreement with Edwards . The Collaboration Agreement was amended by the parties on May 5, 2009 (as amended, the “Collaboration Agreement”). Pursuant to the Collaboration Agreement, the parties agreed to develop jointly and to market an in-hospital automatic blood glucose monitoring system ("In-Hospital Product"). Under the terms of the Collaboration Agreement we will receive a royalty of up to 6% of commercial sales of the product. The Collaboration Agreement provides Edwards with an exclusive license to certain of our intellectual property rights used in the In-Hospital Product (“Edwards License”) . The Edwards License is limited to the critical care sector of the in-hospital market. Our development obligations under the Collaboration Agreement were completed in the fourth quarter of 2012. Each of the milestones related to the Collaboration Agreement is considered to be substantive under the terms of the Collaboration Agreement and, at the outset of the Collaboration Agreement, we were entitled to receive up to $12.0 million in milestones related to regulatory approvals and manufacturing readiness, subject to reductions based on the timing of the receipt of approvals. We currently do not expect to receive the full amount of such milestones due to regulatory and joint development delays. We did not recognize any consideration for milestones related to the Collaboration Agreement for the twelve months ended December 31, 2014 , 2013 , and 2012 .

Tandem Diabetes Care, Inc.

On February 1, 2012, we entered into a non-exclusive Development and Commercialization Agreement (the “Tandem Agreement”) with Tandem to integrate a future generation of our continuous glucose monitoring technology with Tandem ’s t:slim ™ insulin delivery system in the United States. On January 4, 2013, the Tandem Agreement was amended to allow for the integration of our G4 PLATINUM system with Tandem 's t:slim insulin delivery system in the United States.

We received an initial payment of $1.0 million as a result of the execution of the Tandem Agreement . We recorded $0.2 million and $0.5 million in development grant and other revenue for the twelve months ended December 31, 2014 and 2013 related to the initial consideration received. We received a $1.0 million milestone in July 2014 related to the regulatory submission by Tandem of their CGM enabled insulin pump, which was recognized in development grant and other revenue for the year ended December 31, 2014 .

Under the terms of the Tandem Agreement , we are entitled to receive up to $1.0 million to offset certain development, clinical and regulatory expenses. We are also entitled to receive up to an additional $1.0 million upon the achievement of a milestone related to regulatory approvals as set forth in the Tandem Agreement . Each of the milestones related to the Tandem Agreement is considered to be substantive.

The Leona M. and Harry B Helmsley Charitable Trust

In July 2013, we were awarded a $4.0 million grant (the "Helmsley Grant") from the Leona M. and Harry B. Helmsley Charitable Trust (the "Helmsley Trust") to accelerate the development of the sixth generation of our advanced glucose-sensing technologies (the "Gen 6 Sensor"). The funding is milestone-based and is contingent upon our meeting specific development milestones related to the Gen 6 Sensor over the next several years. Upon successful commercialization of our Gen 6 Sensor, we are obligated to either (1) make royalty payments based on a percentage of product sales of up to $2.0 million per year for four years, or (2) at our sole election, make a one-time $6.0 million royalty payment. The Helmsley Grant funds will offset research and development expense as incurred and earned. During 2013 , $0.5 million of the Helmsley Grant was received and $0.5 million was earned. During the twelve months ended December 31, 2014 , $2.5 million of the Helmsley Grant was received and $2.5 million was earned.

6. Fair Value Measurements

We base the fair value of our Level 1 financial instruments that are in active markets using quoted market prices for identical instruments. Our Level 1 financial instruments include certificates of deposit and restricted cash.

We obtain the fair value of our Level 2 financial instruments, which are not in active markets, from a primary professional pricing source using quoted market prices for identical or comparable instruments, rather than direct observations of quoted prices in active markets. Fair value obtained from this professional pricing source can also be based on pricing models whereby all significant observable inputs, including maturity dates, issue dates, settlement date, 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 of our Level 2 marketable securities portfolio balance provided by our investment managers.

Certain contingent consideration liabilities are classified within Level 3 of the fair value hierarchy because they use unobservable inputs. For those liabilities, fair value is determined using a probability-weighted discounted cash flow model, the significant inputs, which include the probability and expected timing of achievement and the discount rate, are not observable in the market.

The following table represents our fair value hierarchy for our financial assets (cash equivalents, marketable securities and restricted cash) measured at fair value on a recurring basis as of December 31, 2014 (in millions):

	Fair Value Measurements Using			
	Level 1	Level 2	Level 3	Total
Cash equivalents	$ —	$ 54.3	$ —	$ 54.3
Marketable securities, available for sale				
U.S. government agencies	—	9.1	—	9.1
Corporate debt	—	2.3	—	2.3
Commercial paper	—	0.4	—	0.4
Total marketable securities, available for sale	$ —	$ 11.8	$ —	$ 11.8
Restricted cash	$ 1.0	$ —	$ —	$ 1.0

The following table represents our fair value hierarchy for our financial assets (cash equivalents, marketable securities and restricted cash) and liabilities measured at fair value on a recurring basis as of December 31, 2013 (in millions):

	Fair Value Measurements Using			
	Level 1	Level 2	Level 3	Total
Cash equivalents	$ —	$ 28.7	$ —	$ 28.7
Marketable securities, available for sale				
U.S. government agencies	—	8.9	—	8.9
Corporate debt	—	2.5	—	2.5
Total marketable securities, available for sale	$ —	$ 11.4	$ —	$ 11.4
Restricted cash	$ 1.0	$ —	$ —	$ 1.0
Contingent consideration - liability	$ —	$ —	$ 4.2	$ 4.2

There were no transfers between Level 1 and Level 2 securities during the years ended December 31, 2014 and December 31, 2013 .

Contingent Consideration Liability

In connection with the acquisition of SweetSpot in March 2012, at the closing of the acquisition, we agreed to issue up to an additional 357,176 shares of our common stock upon the achievement of certain specified milestones, which is classified as contingent consideration. The fair value of the contingent consideration at the closing of $2.2 million was determined using a probability-weighted discounted cash flow model, the significant inputs of which are not observable in the market. The key assumptions in applying this approach are the interest rate and the estimated probabilities and timing assigned to the milestones being achieved. During 2012, approximately $1.1 million related to the contingent consideration was earned and paid through the issuance of 89,296 shares of our common stock. Changes in fair value are recorded in the consolidated statements of operations as research and development expense since the milestones are related to development activities.

On November 3, 2014, we entered into the SweetSpot Settlement Agreement. Pursuant to the terms of the SweetSpot Settlement Agreement, we issued 89,300 shares of our common stock (the “Settlement Shares”) to the SweetSpot Security-holders in exchange for the cancellation of the remaining milestone payments. Following the issuance, the resale of these shares of common stock was registered on a Registration Statement on Form S-3 filed by us with the SEC on November 7, 2014. Pursuant to the terms of the SweetSpot Settlement Agreement, upon issuance of the Settlement Shares, we will have no further obligation to issue any additional shares of our Common Stock to the SweetSpot Security-holders related to the acquisition of SweetSpot.

The following table sets forth the change in the estimated fair value for our liabilities measured on a recurring basis using significant unobservable inputs (Level 3) (in millions):

	Twelve Months Ended December 31,	
	2014	2013
Fair value measurement at the beginning of period	$ 4.2	$ 1.7
Changes in fair value measurement included in operating expenses	(0.2)	2.5
Contingent consideration settled	(4.0)	—
Fair value measurement at end of period	$ —	$ 4.2

7. Income Taxes

We have recorded a net tax expense of $0.1 million and a net tax benefit $12,000 for the years ended December 31, 2014 and 2013 , respectively. The tax expense for the years ended December 31, 2014 and 2013 were primarily related to foreign income taxes and state minimum taxes.

At December 31, 2014 , we had federal and state tax net operating loss carryforwards of approximately $507.5 million and $333.1 million , respectively. The federal and state tax loss carryforwards will begin to expire in 2019 and 2015 , respectively, unless previously utilized. California net operating loss carryforwards of $10.0 million , $39.6 million and $14.1 million will expire in 2015, 2016 and 2017, respectively. California net operating loss carryforwards of $223.5 million will expire from 2028 through 2034. We also had federal and state research and development tax credit carryforwards of approximately $8.1 million and $10.8 million , respectively. The federal research and development tax credit will begin to

expire in 2020 , unless previously utilized. The state research and development tax credit will carryforward indefinitely until utilized.

Utilization of net operating losses and credit carryforwards are 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 likely result in approximately $2.1 million of U.S. income tax credits that will expire unused. The related deferred tax assets have been removed from the components of our deferred tax assets as summarized 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 as of December 31, 2014 and 2013 are shown below (in millions). A valuation allowance of approximately $169.0 million has been established as of December 31, 2014 to offset the deferred tax assets, as realization of such assets is uncertain. We maintain a deferred tax liability related to indefinite lived intangible assets that is not netted against deferred tax assets, as reversal of the taxable temporary difference cannot serve as a source of income for realization of the deferred tax assets, because the deferred tax liability will not reverse until the asset is sold or written down due to impairment.

	December 31,	
	2014	2013
Deferred tax assets:		
Net operating loss carryforwards	$ 132.2	$ 132.8
Capitalized research and development expenses	5.0	7.2
Tax credits	9.0	7.3
Share-based compensation	15.5	12.2
Fixed and intangible assets	1.2	1.1
Other, net	7.0	5.4
Total gross deferred tax assets	169.9	166.0
Less: valuation allowance	(169.0)	(164.7)
Deferred tax liability related to acquired intangibles assets	(1.0)	(1.4)
Net deferred tax liability	$ (0.1)	$ (0.1)

We recognize windfall tax benefits associated with the exercise of share-based compensation directly to stockholders' equity only when realized. Accordingly, deferred tax assets are not recognized for net operating loss carryforwards resulting from windfall tax benefits occurring from January 1, 2006 onward. At December 31, 2014 , deferred tax assets do not include $63.9 million of excess tax benefits from share-based compensation.

The reconciliation between our effective tax rate on income (loss) from continuing operations and the statutory rate is as follows:

	December 31,		
	2014	2013	2012
Income taxes at statutory rates	35.00 %	35.00 %	35.00 %
State income tax, net of federal benefit	(1.56)%	2.70 %	2.74 %
Permanent items	(0.80)%	(3.64)%	(0.84)%
Research and development credits	7.50 %	6.17 %	1.43 %
Stock and officers compensation	(15.93)%	(2.23)%	(3.01)%
Rate change	(1.66)%	7.11 %	(2.13)%
Other	(3.97)%	0.08 %	(1.15)%
Change in valuation allowance	(19.24)%	(45.15)%	(29.76)%
	(0.66)%	0.04 %	2.28 %

The following table summarizes the activity related to our gross unrecognized tax benefits (in millions):

Balance at January 1, 2012	$	4.4
Increases related to current year tax positions		0.5
Decreases due to statute of limitation expiration		(0.1)
Balance at December 31, 2012		4.8
Adjustments related to prior year tax positions		0.5
Increases related to current year tax positions		0.9
Balance at December 31, 2013		6.2
Increases related to current year tax positions		1.4
Balance at December 31, 2014	$	7.6

Due to the valuation allowance recorded against our deferred tax assets, none of the total unrecognized tax benefits as of December 31, 2014 would reduce our annual effective tax rate if recognized. Interest and penalties are classified as a component of income tax expense and were not material for all the periods presented. Due to net operating losses incurred, tax years from 1999 and forward remain open to examination by the major taxing jurisdictions to which we are subject. We do not expect any changes to our unrecognized tax benefits over the next twelve months.

As of December 31, 2014 , U.S. income taxes have not been provided on approximately $1.0 million of accumulated undistributed earnings of our foreign subsidiary in Sweden, as we currently intend to indefinitely reinvest these earnings in our foreign operations. It is not practicable to estimate the amount of tax that might be payable if some or all of such earnings were to be remitted.

8. Employee Benefit Plans

401(k) Plan

We have a defined contribution 401(k) retirement plan (the “401(k) Plan”) covering substantially all employees that meet certain age requirements. Employees may contribute up to 90% of their compensation per year (subject to a maximum limit by federal tax law). Under the 401(k) Plan, we may elect to match a discretionary percentage of contributions. No such matching contributions have been made to the 401(k) Plan since its inception.

Employee Stock Purchase Plan

The ESPP permits our eligible employees to purchase shares of common stock, at semi-annual intervals, through periodic payroll deductions. Payroll deductions may not exceed 10% of the participant’s cash compensation subject to certain limitations, and the purchase price will not be less than 85% of the lower of the fair market value of the stock at either the beginning of the applicable Offering Period or the Purchase Date. Each Offering Period is twelve months, with new Offering Periods commencing every six months on the dates of February 1 and August 1 of each year. Each Offering Period consists of two (2) six month purchase periods (each a “Purchase Period”) during which payroll deductions of the participants are accumulated under the ESPP . The last business day of each Purchase Period is referred to as the “Purchase Date.” Purchase Dates are every six months on the dates of January 31 and July 31. Annually in January of each year, subject to Board discretion and certain limitations, shares reserved for the ESPP will automatically be increased by a number of shares equal to 1% of the total number of issued and outstanding shares of our common stock at the preceding year end. On January 31, 2012, July 31, 2012, January 31, 2013, July 31, 2013, January 31, 2014 and July 31, 2014 we issued 68,960 , 89,114 , 93,246 , 106,415 , 64,563 and 70,494 , respectively, shares of common stock under the ESPP .

Equity Incentive Plans

In 2005, we adopted the 2005 Equity Incentive Plan, as amended (the “2005 Plan”) , which replaced the 1999 Incentive Stock Plan and provides for the grant of incentive and nonstatutory stock options, restricted stock, stock bonuses, stock appreciation rights, and restricted stock units to employees, directors or consultants of the Company. Shares reserved include all shares that were available under the 1999 Incentive Stock Plan on the day it was terminated. Options generally vest over three or four years and expire ten years from the date of grant. In addition, incentive stock options may not be granted at a price less than the 100% of the fair market value on the date of grant. The term of the 2005 Plan is scheduled to end in March 2015. Annually in January of each year, subject to Board discretion and certain limitations, shares reserved for the 2005 Plan will automatically be increased by a number of shares equal to 3% of the total number of issued and outstanding shares of our common stock during the preceding year end.

A summary of our stock option activity, and related information for the year ended December 31, 2014 is as follows (in millions except weighted-average exercise price and weighted-average remaining contractual term):

	Number of Shares	Weighted-Average Exercise Price	Weighted-Average Remaining Contractual Term (years)	Aggregate Intrinsic Value
Outstanding at December 31, 2013	5.9	$ 7.94		
Exercised	(2.8)	7.92		
Forfeited	—	11.53		
Outstanding at December 31, 2014	3.1	$ 7.95	3.53	$ 147.5
Exercisable at December 31, 2014	3.1	$ 7.95	3.53	$ 147.5

The total intrinsic value of options exercised as of the date of exercise and total fair value of options vested was as follows (in millions):

	Years Ended December 31,		
	2014	2013	2012
Intrinsic value of options exercised	$ 99.0	$ 29.8	$ 2.7
Fair value of options vested	$ 0.4	$ 1.3	$ 3.7

We define in-the-money options at December 31, 2014 as options that had exercise prices that were lower than the $55.05 closing market price of our common stock at that date. The aggregate intrinsic value of options outstanding at December 31, 2014 is calculated as the difference between the exercise price of the underlying options and the market price of our common stock for the 3.1 million options that were in-the-money at that date. There were 3.1 million in-the-money options exercisable at December 31, 2014 .

The following table sets forth a summary of our nonvested stock options and activity as of and for the year ended December 31, 2014 :

	Shares	Weighted Average Grant Date Fair Value
	(in millions)	
Nonvested at December 31, 2013	0.1	$ 4.60
Vested	(0.1)	4.60
Forfeited	—	—
Nonvested at December 31, 2014	—	$ —

Valuation and expense information

The following table summarizes share-based compensation expense related to employee stock options, restricted stock units and employee stock purchases for the years ended December 31, 2014 , 2013 and 2012 were allocated as follows (in millions):

	Years Ended December 31,		
	2014	2013	2012
Cost of sales	$ 4.5	$ 2.6	$ 2.1
Research and development	17.0	8.5	6.2
Selling, general and administrative	28.5	13.5	10.1
Share-based compensation expense included in operating expenses	$ 50.0	$ 24.6	$ 18.4

At December 31, 2014 , unrecognized estimated compensation costs related to unvested restricted stock units totaled $105.1 million and are expected to be recognized through 2018 .

We issued performance restricted stock units (the "Performance Awards") in connection with our acquisition of SweetSpot in March 2012. The performance targets for these Performance Awards are tied to earnings before interest, taxes, depreciation and amortization ("EBITDA") for fiscal years 2013 and 2014. We recognize expense for the Performance Awards when it is probable that the EBITDA targets will be met. The performance targets for fiscal 2014 and 2013 EBITDA were not achieved and as such no expense was recognized related to the Performance Awards for fiscal years 2014 and 2013.

We estimate the fair value of each option grant and ESPP purchase rights on the date of grant using the Black-Scholes option pricing model with the below assumptions.

Options:

	Years Ended December 31,		
	2014	2013	2012
Risk free interest rate	n/a	n/a	1.2%
Dividend yield	n/a	n/a	—%
Expected volatility of the Company's stock	n/a	n/a	0.70
Expected life (in years)	n/a	n/a	6.1

ESPP:

	Years Ended December 31,		
	2014	2013	2012
Risk free interest rate	0.10 – 0.12	0.13 – 0.17	0.11 – 0.19
Dividend yield	—%	—%	—%
Expected volatility of the Company's stock	0.41 – 0.50	0.30 – 0.39	0.39 – 0.70
Expected life (in years)	1	1	1

Restricted Stock Units (RSUs)

RSU awards typically vest annually over three or four years, and vesting is subject to continued employment. The RSUs had a weighted-average grant date fair value of $46.19 , $17.29 and $10.58 per share for the years ended December 31, 2014 , 2013 and 2012 , respectively. The total fair value of RSUs vested was $27.0 million , $17.5 million and $11.8 million for the years ended 2014 , 2013 and 2012 , respectively.

The following table sets forth a summary of our RSU activity as of and for the year ended December 31, 2014 (in millions except weighted average grant date fair value):

	Shares	Weighted Average Grant Date Fair Value	Aggregate Intrinsic Value
Nonvested at December 31, 2013	3.6	$ 15.13	
Granted	2.6	46.19	
Vested	(1.8)	15.47	
Forfeited	(0.2)	28.10	
Nonvested at December 31, 2014	4.2	$ 33.35	$ 233.7

Reserved Shares

We have reserved shares of common stock for future issuance as follows (in millions):

	December 31,	
	2014	2013
Stock options and awards under our plans:		
Stock options granted and outstanding	3.1	5.9
Unvested restricted stock units	4.2	3.6
Reserved for future grant	0.3	0.5
Employee Stock Purchase Plan	2.5	2.6
Total	10.1	12.6

9. Quarterly Financial Information (Unaudited)

The following is a summary of the quarterly results of operations for the years ended December 31, 2014 and 2013 (in millions except per share data):

	For the Three Months Ended			
	December 31	September 30	June 30	March 31
Year ended December 31, 2014				
Revenues	$ 84.3	$ 69.0	$ 58.8	$ 47.1
Gross profit	59.4	47.2	39.9	29.8
Total operating expenses	57.8	52.2	45.7	42.1
Net income (loss)	1.3	(5.2)	(6.0)	(12.5)
Basic net income (loss) per share (a)	$ 0.02	$ (0.07)	$ (0.08)	$ (0.17)
Diluted net income (loss) per share (a)	$ 0.02	$ (0.08)	$ (0.09)	$ (0.17)
Year ended December 31, 2013				
Revenues	$ 51.7	$ 42.9	$ 35.8	$ 29.6
Gross profit	34.1	27.6	21.9	16.5
Total operating expenses	36.4	33.4	31.8	27.4
Net loss	(2.6)	(6.0)	(10.1)	(11.1)
Basic and diluted net loss per share	$ (0.04)	$ (0.08)	$ (0.14)	$ (0.16)

(a) Basic and diluted earnings per share are computed independently for each of the quarters presented. Therefore, the sum of quarterly basic and diluted per share information may not equal annual basic and diluted earnings per share.

10. Subsequent Events

On January 28, 2015, in anticipation of a shareholder proposal and approval of a new 2015 Employee Stock Purchase Plan (the "2015 ESPP") , our Board amended the Offering Period commencing on February 1, 2015 (the "Final Offering") of our 2005 ESPP to extend the second Purchase Period of such Final Offering, commencing on August 1, 2015, from a six month Purchase Period to a seven month Purchase Period, ending on February 29, 2016. The 2005 ESPP was also amended to allow for automatic rollover enrollment of each participant currently enrolled in the 2005 ESPP to the September 1, 2015 Offering Period of the 2015 ESPP at the same participation rates, if approved.

SCHEDULE II—VALUATION AND QUALIFYING ACCOUNTS

For the Years Ended December 31, 2014 , 2013 and 2012
(in millions)

Allowance for doubtful accounts		
Balance December 31, 2011	$	0.6
Provision for doubtful accounts		1.2
Write-off and adjustments		(0.7)
Recoveries		0.1
Balance December 31, 2012	$	1.2

Allowance for doubtful accounts		
Balance December 31, 2012	$	1.2
Provision for doubtful accounts		2.7
Write-off and adjustments		(1.4)
Recoveries		0.1
Balance December 31, 2013	$	2.6

Allowance for doubtful accounts		
Balance December 31, 2013	$	2.6
Provision for doubtful accounts		4.0
Write-off and adjustments		(2.6)
Recoveries		0.3
Balance December 31, 2014	$	4.3

SECOND AMENDMENT TO OFFICE LEASE

This SECOND AMENDMENT TO OFFICE LEASE (" **Second Amendment** ") is made and entered into as of the 1st. day of October , 2014, by and between KILROY REALTY, L.P., a Delaware limited partnership (" **Landlord** "), and DEXCOM, INC., a Delaware corporation (" **Tenant** ").

R E C I T A L S :

A. Landlord and Tenant entered into that certain Office Lease dated March 31, 2006 (the " **Original Lease** "), as amended by that certain First Amendment to Office Lease dated August 18, 2010 (" **First Amendment** "), whereby Landlord leases to Tenant and Tenant leases from Landlord those certain premises (collectively, the " **Existing Premises** ") consisting of (i) 66,400 rentable square feet constituting the entirety of that certain office building located at 6340 Sequence Drive, San Diego, California (" **6340 Building** ") and (ii) 62,415 rentable square feet constituting the entirety of that certain office building located at 6310 Sequence Drive, San Diego, California (" **6310 Building** "). The Original Lease, as amended by the First Amendment, may be referred to herein as the " **Lease** ".

B. Tenant desires to expand the Existing Premises to include a total of 90,000 rentable square feet of space comprising (i) that certain space consisting of approximately 45,000 rentable square feet of space (the " **6290 Initial Premises** ") comprising a portion of that certain office building located at 6290 Sequence Drive, San Diego (the " **6290 Building** "), and (ii) that certain space consisting of all of the remaining approximately 45,000 rentable square feet of space in the 6290 Building (the " **6290 Must-Take Premises** "), and to make other modifications to the Lease. The 6290 Initial Premises and 6290 Must-Take Premises are more particularly delineated on **Exhibit A** attached hereto and made a part hereof. The 6290 Initial Premises is shown shaded on **Exhibit A** . The remaining unshaded area on **Exhibit A** is the 6290 Must−Take Premises. The 6290 Initial Premises and the 6290 Must-Take Premises are, collectively, the " **6290 Expansion Premises** ." In connection with the foregoing, Landlord and Tenant desire to amend the Lease as hereinafter provided.

A G R E E M E N T :

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **Capitalized Terms** . All capitalized terms when used herein shall have the same meaning as is given such terms in the Lease unless expressly superseded by the terms of this Second Amendment.

2. **Modification of Premises** .

2.1. **6290 Initial Premises** . Effective as of the date which is five (5) months after Landlord's delivery of the 6290 Initial Premises to Tenant in the condition required under Section 1 of the Work Letter Agreement (the " **Work Letter Agreement** ") attached hereto as Exhibit B (the " **Expansion Commencement Date** "), Tenant shall lease from Landlord and Landlord shall lease to Tenant the 6290 Initial Premises. Consequently, effective upon the Expansion Commencement Date, the Existing Premises shall be expanded to include the 6290 Initial Premises (the Existing Premises together with the 6290 Initial Premises are sometimes collectively referred to herein as the " **Initially Expanded Premises** "). Landlord and Tenant hereby acknowledge that the Initially Expanded Premises shall, effective as of the Expansion Commencement Date, contain a total of approximately 173,815 rentable square feet. For the period commencing as of the Expansion Commencement Date and ending on the day immediately preceding the 6290 Must-Take Premises Commencement Date, the Initially Expanded Premises is also referred to in the underlying Lease as the " **Premises** ."

2.2. **6290 Must-Take Premises** . Effective as of the earlier to occur of (i) the date Tenant first commences to conduct its "Business Operations" (as that term is defined below) from greater than 32,000 rentable square feet of the 6290 Must-Take Premises, and (ii) the date which is twenty-four (24) months after the Expansion Commencement Date (as applicable, the " **6290 Must-Take Premises Commencement Date** "), Tenant shall lease from Landlord and Landlord shall lease to Tenant the 6290 Must-Take Premises. For purposes hereof, " **Business Operations** " shall mean (i) the stationing of employees in any portion of the 6290 Must-Take Premises, or (ii) the operating of equipment in any portion of the 6290 Must-Take Premises, or (iii) the storing of items related to Tenant's business in a total area which is larger than 500 rentable square feet of space in the 6290 Must-Take Premises; provided, however, in no event shall "Business Operations" be deemed to have commenced in the 6290 Must-Take Premises if Tenant, its employees or agents are (a) solely using the restrooms located in the 6290 Must-Take Premises, (b) Tenant, its employees or agents are solely using 500 rentable square feet of space or less in the 6290 Must-Take Premises to store items related to its business (subject to Landlord's reasonable rules and regulations), and/or (c) solely constructing "Improvements" (as that term is defined in Section 2.1.1 of the Work Letter Agreement) in the 6290 Must-Take Premises for a period of not more than sixty (60) days prior to the Must-Take Premises Commencement Date. Notwithstanding the foregoing or anything to the contrary contained herein, Tenant may choose to commence to conduct Business Operations in approximately 15,000 rentable square foot increments (up to a total of approximately 30,000 rentable square feet) of the 6290 Must-Take Premises prior to the 6290 Must-Take Premises Commencement Date, in which case Tenant shall so notify Landlord in writing of such commencement of Business Operations in such increment (s) and, commencing upon the date Tenant first commences to conduct Business Operations in such increment(s), and continuing until the 6290 Must-Take Premises Commencement Date, Tenant shall be obligated to pay Base Rent at the rate of $1.80 per rentable square foot of such increment per month. For clarity, Landlord and Tenant hereby acknowledge that if Tenant elects to commence to conduct Business Operations in two (2) increments of approximately 15,000 rentable square feet each, for an aggregate total of approximately 30,000 rentable square feet, then so long as such aggregate total remains less than approximately 32,000 rentable square feet, and so long as such Business Operations commence prior to the date which is

twenty-four (24) months after the Expansion Commencement Date, the 6290 Must-Take Premises Commencement Date shall not be deemed to have occurred merely by Tenant electing to commence to conduct Business Operations in such two (2) increments of approximately 15,000 rentable square feet each. Landlord shall deliver possession of the 6290 Must-Take Premises to Tenant concurrently with its delivery of possession of the 6290 Initial Premises to Tenant, and therefore during the period prior to the 6290 Must-Take Premises Commencement Date, other than (i) Tenant's obligation to pay Base Rent with respect to the 6290 Must-Take Premises, and (ii) Tenant's right to use the 6290 Must-Take Premises for the Permitted Use, all of the terms and conditions of the Lease shall apply during the period occurring prior to the date immediately preceding the 6290 Must-Take Premises Commencement Date as if the 6290 Must-Take Premises Commencement Date had occurred (it nevertheless being acknowledged that the 6290 Must-Take Premises Commencement Date shall not actually occur until the occurrence of the same pursuant to the terms of this Section 2.2). Therefore, concurrently with Landlord's delivery of possession of the 6290 Initial Premises, Tenant shall be obligated to pay Tenant’s Share of Direct Expenses in connection with the 6290 Expansion Premises in accordance with the terms of Article 4 of the Lease, and Section 5 of this Second Amendment. Subject to Section 1 of the Work Letter Agreement, Tenant shall accept the 6290 Initial Premises and Base Building from Landlord in their presently existing, "as-is" condition, and Landlord and Tenant hereby acknowledge that effective as of the 6290 Must-Take Premises Commencement Date, the " **Premises** " shall be comprised of a total of 218,815 rentable square feet consisting of the Existing Premises, the 6290 Initial Premises and the 6290 Must-Take Premises (*i.e.* , the entire 6340 Building, 6310 Building and 6290 Building). Promptly after the occurrence of the Expansion Commencement Date and the 6290 Must-Take Premises Commencement Date, Landlord and Tenant shall execute a written confirmation of such dates.

2.3. **No-Remeasurement of 6290 Expansion Premises** . For purposes of the Lease (as hereby amended), "rentable square feet" of the Premises shall be deemed as set forth in **Recital A** and **Recital B** of this Second Amendment, and therefore neither Landlord nor Tenant shall have the right to re-measure the Premises at any time.

2.4. **Right of First Refusal** . Section 2.4 of the First Amendment shall be deleted and shall be of no further force or effect and in lieu thereof, Landlord hereby grants to Tenant a continuing right of first refusal to lease space in any of the following buildings owned by Landlord in San Diego, California (collectively, the " **First Refusal Space** "): 6260 Sequence Drive, 6350 Sequence Drive, 10390 Pacific Center Court, 10394 Pacific Center Court, 10398 Pacific Center Court, 10421 Pacific Center Court, 10445 Pacific Center Court and 10455 Pacific Center Court (individually, an " **Encumbered Building** " and collectively, the " **Encumbered Buildings** "). Notwithstanding the foregoing (i) such first refusal right of Tenant shall become effective only following the expiration or earlier termination of the applicable existing lease pertaining to the First Refusal Space (collectively, the " **Superior Leases** "), including any renewal or extension of such existing lease, whether or not such renewal or extension is pursuant to an express written provision in such lease, and regardless of whether any such renewal or extension is consummated pursuant to a lease amendment or a new lease, and (ii) Tenant's first refusal right shall be subordinate and secondary to all rights of expansion, first offer, first refusal or similar rights granted to the tenants of the Superior Leases (the rights described in items (i) and (ii), above to be known collectively as

" **Superior Rights** "). Tenant's right of first refusal shall be on the terms and conditions set forth in this Section 2.4 .

2.4.1. Procedure . Landlord shall notify Tenant (the " **First Refusal Notice** ") from time to time when Landlord receives a proposal or request for proposal that Landlord would seriously consider for First Refusal Space, where no holder of a Superior Right desires to lease such space. The First Refusal Notice shall describe the space so offered to Tenant and shall set forth Landlord's proposed material economic terms and conditions applicable to Tenant's lease of such space (collectively, the " **Economic Terms** "), including the proposed term of lease and the proposed rent payable for the First Refusal Space. Notwithstanding the foregoing, Landlord's obligation to deliver the First Refusal Notice shall not apply during the last twelve (12) months of the New Expansion Term (as defined in Section 3.1 below) nor during the last twelve (12) months of the first Option Term, unless Tenant has delivered an Exercise Notice to Landlord pursuant to Section 3.4.3 below.

2.4.2. Procedure for Acceptance . If Tenant wishes to exercise Tenant's right of first refusal with respect to the space described in the First Refusal Notice, then within ten (10) business days after delivery of the First Refusal Notice to Tenant, Tenant shall deliver an unconditional irrevocable notice to Landlord of Tenant's exercise of its right of first refusal with respect to the entire space described in the First Refusal Notice, and the Economic Terms shall be as set forth in the First Refusal Notice. If Tenant does not unconditionally exercise its right of first refusal within the ten (10) business day period, then Landlord shall be free to lease the space described in the First Refusal Notice to anyone to whom Landlord desires on any terms Landlord desires and Tenant's right of first refusal shall terminate as to the First Refusal Space described in the First Refusal Notice; provided, however, that if Landlord intends to enter into a lease upon Economic Terms which are more than ten percent (10%) more favorable to a third (3 rd) party tenant than those Economic Terms proposed by Landlord in the First Refusal Notice, Landlord shall first deliver written notice to Tenant (" **Second Chance Notice** ") providing Tenant with the opportunity to lease such First Refusal Space on such more favorable Economic Terms. Tenant's failure to elect to lease the First Refusal Space upon such more favorable Economic Terms by written notice to Landlord within three (3) business days after Tenant's receipt of such Second Chance Notice from Landlord shall be deemed to constitute Tenant's election not to lease such space upon such more favorable Economic Terms, in which case Landlord shall be entitled to lease such space to any third (3 rd) party on terms no more favorable to the third (3 rd) party than those set forth in the Second Chance Notice. Furthermore, if Landlord fails to enter into a lease with a third (3 rd) party for such First Refusal Space within six (6) months after the date of the First Refusal Notice, Landlord shall again be obligated to provided Tenant with a First Refusal Notice and the procedure described herein shall be repeated prior to Landlord's lease of such First Refusal Space to a third (3 rd) party. If Landlord does lease such First Refusal Space to a third (3 rd) party tenant pursuant to the terms and conditions of this Section 2.4.2 above, Tenant shall have a continuing right of first refusal to lease such First Refusal Space after the expiration or earlier termination of such third (3 rd) party lease, and the new third (3 rd) party lease for such First Refusal Space shall be deemed to be a Superior Lease, and Tenant’s continuing right of first refusal shall thereafter be subject the Superior Rights associated with such Superior Lease. Notwithstanding anything to the contrary contained herein, Tenant must elect to exercise its right of first refusal, if at all, with respect to all of the space offered by Landlord

to Tenant at any particular time, and Tenant may not elect to lease only a portion thereof unless Landlord expressly provides to the contrary in the applicable First Refusal Notice.

2.4.3. Lease of First Refusal Space . If Tenant timely and properly exercises Tenant's right to lease the First Refusal Space as set forth herein, Landlord and Tenant shall execute, at Landlord's option, either a new lease for the First Refusal Space or an amendment adding such First Refusal Space to the Lease (as amended), in each case upon the Economic Terms provided in this Section 2.4 . If the First Refusal Space consists of only a portion of the applicable building, such lease or amendment shall include appropriate provisions to account for the fact that such space is being leased in a multi-tenant building rather than a single-tenant building.

2.4.4. No Defaults . The rights contained in this Section 2.4 shall be personal to the Original Tenant and any Permitted Transferee, and may only be exercised by the Original Tenant or a Permitted Transferee (and not any other assignee, sublessee or other transferee of the Original Tenant's interest in the Lease). Tenant shall not have the right to lease First Refusal Space as provided in this Section 2.4 if, as of the date of the First Refusal Notice, an Event of Default exists and remains uncured when Tenant delivers its notice of exercise.

2.4.5. No Future Obligation . The obligations contained in this Section 2.4 shall apply to the Landlord originally named herein, and shall only apply to a future owner of an Encumbered Building to the extent such future owner is also then the owner of the 6340 Building, the 6310 Building and/or the 6290 Building (individually, an " **Original Building** " and collectively, the " **Original Buildings** ") (and only if Tenant then still leases such Original Building(s)). For clarity, a future owner of an Encumbered Building shall only have the obligation to honor Tenant's right of first refusal if, at such time, such owner then also owns one (1) or more Original Buildings, but such future owner shall not have the obligation to honor the right of first refusal if, at such time, Tenant no longer leases (by virtue of Section 3.4 below, Section 3.5 below or otherwise) any of the Original Buildings then owned by such future owner.

3. **Term** .

3.1. **Extension of Existing Premises Lease Term** . Landlord and Tenant acknowledge that Tenant's lease of the Existing Premises is scheduled to expire on November 30, 2016, pursuant to the terms of the Lease. Notwithstanding anything to the contrary in the Lease, the term of Tenant's lease of the Existing Premises shall be extended to expire coterminously with the term of Tenant's lease of the 6290 Expansion Premises on the New Expiration Date, unless sooner terminated as provided in the Lease, as hereby amended. The " **New Expiration Date** " shall be the date immediately preceding the seventh (7 th) anniversary of the Expansion Commencement Date; provided, however, that if the Expansion Commencement Date is a date other than the first (1 st) day of a month, the New Expiration Date shall be the last day of the month which is eighty-four (84) months after the month in which the Expansion Commencement Date falls. The period commencing on the Expansion Commencement Date and terminating on the New Expiration Date shall be referred to herein as the " **New Expansion Term** ."

3.2. **The 6290 Initial Premises** . The term of Tenant's lease of the 6290 Initial Premises (the " **6290 Initial Premises Term** ") shall commence on the Expansion Commencement

Date and shall expire on the New Expiration Date, unless sooner terminated or otherwise extended as expressly provided in the Lease, as hereby amended.

3.3. **The 6290 Must-Take Premises** . The term of Tenant's lease of the 6290 Must-Take Premises (the " **6290 Must-Take Premises Term** ") shall commence on the 6290 Must-Take Premises Commencement Date and shall expire on the New Expiration Date, unless sooner terminated as provided in the Lease, as hereby amended.

3.4. **Option Terms** . Section 2.2 of the Original Lease and Section 3.4 of the First Amendment shall be null and void and in lieu thereof, Landlord hereby grants the Original Tenant and any "Permitted Transferee," as that term is set forth in Section 14.8 of the Original Lease, two (2) separate options to extend the Lease Term for all of the 6340 Building, all of the 6310 Building and/or all of the 6290 Building (but not for just a portion of any building), with each such option to extend to be for a period of not less than three (3) years and not more than five (5) years, with the specific period for such option to extend to be identified by Tenant in the Notice delivered to Landlord for the exercise of such option to extend (the " **Option Terms** "). For clarity, (i) Tenant may elect to have each Option Term be for any period of time between three (3) years and not more than five (5) years, (ii) the period so selected by Tenant for the Option Term must apply to all buildings for which Tenant chooses to exercise such extension option (so that Tenant may not vary the period of the Option Term between or among such buildings), and (iii) the period selected by Tenant for the first Option Term shall have no bearing on the period that Tenant may select for the second (2 nd) Option Term. Additionally, Tenant may elect to extend the Lease Term for any or all of the 6340 Building, the 6310 Building or the 6290 Building, but in no event may Tenant exercise the second (2 nd) option to extend for any such building for which the New Expansion Term was not extended for the first Option Term.

3.4.1. **Option Rights** . Such options shall be exercisable only by Notice delivered by Tenant to Landlord as provided below, provided that, as of the date of delivery of such Notice, (i) no "Event of Default," as that term is set forth in Section 19.1 of the Original Lease, is then occurring, (ii) no more than one (1) Event of Default has occurred during the prior twelve (12) month period, (iii) no more than three (3) Events of Default have occurred during the New Expansion Term, and (iv) the Original Tenant and any Permitted Transferee are in occupancy of no less than fifty percent (50%) of the applicable building(s). Upon the proper exercise of such option to extend, and provided that, as of the end of the then applicable Lease term, (A) no Event of Default is then occurring, (B) no more than one (1) Event of Default has occurred during the prior twelve (12) month period, (C) no more than three (3) Events of Default have occurred during the Lease Term, and (D) the Original Tenant and any Permitted Transferee are in occupancy of no less than fifty percent (50%) of the applicable building(s), then the New Expansion Term or first Option Term, as applicable, shall be extended for the period identified by Tenant for such Option Term. The rights contained in this Section 3.4 may only be exercised by the Original Tenant and/or a Permitted Transferee (and not any other assignee, sublessee or other transferee of the Original Tenant's interest in the Lease, as amended).

3.4.2. **Option Rent** . The Rent payable by Tenant during the Option Term (the " **Option Rent** ") shall be equal to the lesser of (i) the Base Rent payable for such space immediately prior to the Option Term with a 3.25% increase as of the first day of the Option Term

and 3.25% annual increases thereafter throughout the Option Term (the " **Escalated Rent** "), or (ii) the Market Rent as set forth below. The term " **Market Rent** " shall mean rent (including additional rent and considering any "base year" or "expense stop" applicable thereto), including all escalations, at which tenants, as of the commencement of the applicable Option Term are, pursuant to transactions completed within the twenty-four (24) months prior to the first day of the applicable Option Term, leasing non-sublease, non-encumbered, non-synthetic, non-equity space (unless such space was leased pursuant to a definition of "fair market" comparable to the definition of Market Rent) comparable in size, location and quality to the applicable building(s) for a "Comparable Term," as that term is defined in this Section 3.4.2 (the " **Comparable Deals** "), which comparable space is located in the "Comparable Buildings," as that term is defined in this Section 3.4.2 , giving appropriate consideration to the annual rental rates per rentable square foot (adjusting the base rent component of such rate to reflect a net value after accounting for whether or not utility expenses are directly paid by the tenant such as Tenant's direct utility payments provided for in Section 6.1 of the Original Lease), the standard of measurement by which the rentable square footage is measured, the ratio of rentable square feet to usable square feet, and taking into consideration only, and granting only, the following concessions (provided that the rent payable in Comparable Deals in which the terms of such Comparable Deals are determined by use of a discounted fair market rate formula shall be equitably increased in order that such Comparable Deals will not reflect a discounted rate) (collectively, the " **Rent Concessions** "): (a) rental abatement concessions or build-out periods, if any, being granted such tenants in connection with such comparable spaces; (b) improvements or improvement allowances provided or to be provided for such comparable space, taking into account the value of the existing improvements in the Premises, such value to be based upon the age, quality and layout of the improvements and the extent to which the same could be utilized by general office users as contrasted with this specific Tenant, (c) any Proposition 13 protection, and (d) all other monetary concessions, if any, being granted such tenants in connection with such comparable space; provided, however, that notwithstanding anything to the contrary herein, no consideration shall be given to the fact that Landlord is or is not required to pay a real estate brokerage commission in connection with the applicable term or the fact that the Comparable Deals do or do not involve the payment of real estate brokerage commissions. The term " **Comparable Term** " shall refer to the length of the lease term, without consideration of options to extend such term, for the space in question. In addition, the determination of the Market Rent shall include a determination as to whether, and if so to what extent, Tenant must provide Landlord with financial security, such as a letter of credit or guaranty, for Tenant's rent obligations during any Option Term. Such determination shall be made by reviewing the extent of financial security then generally being imposed in Comparable Transactions upon tenants of comparable financial condition and credit history to the then existing financial condition and credit history of Tenant (with appropriate adjustments to account for differences in the then-existing financial condition of Tenant and such other tenants). If in determining the Market Rent, Tenant is entitled to an improvement allowance or comparable allowance for the improvement of the applicable building (s) (the " **Option Term TI Allowance** "), Landlord may, at Landlord's sole option, elect any or a portion of the following: (A) to grant some or all of the Option Term TI Allowance to Tenant in the form as described above (i.e., as an improvement allowance), and/or (B) to reduce the rental rate component of the Market Rent to be an effective rental rate which takes into consideration that Tenant will not receive the total dollar value of such Option Term TI Allowance (in which case the Option Term TI Allowance evidenced in the effective rental rate shall not be granted to Tenant).

The term " **Comparable Buildings** " shall mean the Premises and other institutionally owned, office/lab buildings which are comparable to the Premises in terms of age (based upon the date of completion of construction or major renovation as to the building containing the portion of the Premises in question), quality of construction, level of services and amenities (including parking availability, type and cost), size and appearance, and are located in the Sorrento Mesa / UTC area of San Diego, California (the " **Comparable Area** ").

3.4.3. **Exercise of Options** . The options contained in this Section 3.4 shall be exercised by Tenant, if at all, only in the manner set forth in this Section 3.4.3 . Tenant shall deliver notice (the " **Exercise Notice** ") to Landlord not more than fifteen (15) months nor less than twelve (12) months prior to the expiration of the then existing Lease Term, stating that Tenant is thereby exercising its option. The Exercise Notice shall specify whether Tenant is exercising such option as to all of the 6340 Building, all of the 6310 Building and/or all of the 6290 Building. Within thirty (30) days following its delivery of such Exercise Notice, Tenant shall deliver to Landlord Tenant's calculation of the Market Rent or indicate that the Escalated Rent is less than the Market Rent (the " **Tenant's Option Rent Calculation** "). Landlord shall deliver notice (the " **Landlord Response Notice** ") to Tenant on or before the date which is thirty (30) days after Landlord's receipt of Tenant's Option Rent Calculation (the " **Landlord Response Date** "), stating that (A) Landlord is accepting Tenant's Option Rent Calculation, or (B) if Tenant's Option Rent Calculation indicates that Tenant believes that the Market Rent is less than the Escalated Rent, rejecting Tenant's Option Rent Calculation and setting forth Landlord's calculation of the Market Rent (the " **Landlord's Option Rent Calculation** "). Within fifteen (15) business days of its receipt of the Landlord Response Notice, Tenant may, at its option, accept Landlord's Option Rent Calculation. If Tenant does not affirmatively accept or Tenant rejects Landlord's Option Rent Calculation, the parties shall follow the procedure, and the Market Rent shall be determined as set forth in Section 3.4.4 . By way of clarification, if Tenant's Option Rent Calculation indicates that the Escalated Rent is less than the Market Rent or if the parties otherwise agree that the Escalated Rent is less than the Market Rent, then the Escalated Rent shall apply and there shall be no need for determination of the Market Rent.

3.4.4. **Determination of Market Rent** . In the event Tenant objects or is deemed to have objected to the Market Rent, Landlord and Tenant shall attempt to agree upon the Market Rent using reasonable good-faith efforts. If Landlord and Tenant fail to reach agreement within sixty (60) days following Tenant's objection or deemed objection to the Landlord's Option Rent Calculation (the " **Outside Agreement Date** "), then, within two (2) business days following such Outside Agreement Date, (*x*) Landlord may reestablish the Landlord's Option Rent Calculation by delivering written notice thereof to Tenant, and (*y*) Tenant may reestablish the Tenant's Option Rent Calculation by delivering written notice thereof to Tenant. If Landlord and Tenant thereafter fail to reach agreement within seven (7) business days of the Outside Agreement Date, then in connection with the Option Rent, Landlord's Option Rent Calculation and Tenant's Option Rent Calculation, each as most recently delivered to the other party pursuant to the TCCs of this Section 3.4.4 , shall be submitted to the "Neutral Arbitrator," as that term is defined in Section 3.4.4.1 of this Second Amendment, pursuant to the TCCs of this Section 3.4.4 ; provided, however, to the extent Tenant delivers to Landlord, within seven (7) business days of the Outside Agreement Date, a written notice rescinding its Exercise Notice, then the Lease Term shall not be extended for the

Option Term, but shall instead expire as originally scheduled, pursuant to the remaining TCCs of the Lease, as amended. The submittals shall be made concurrently with the selection of the Neutral Arbitrator pursuant to this Section 3.4.4 and shall be submitted to arbitration in accordance with Section 3.4.4.1 through 3.4.4.5 of this Second Amendment, but subject to the conditions, when appropriate, of Section 3.4.3 .

3.4.4.1 Landlord and Tenant shall mutually, reasonably appoint one (1) arbitrator who shall by profession be a commercial real estate broker or a commercial real estate appraiser who shall have been active over the five (5) year period ending on the date of such appointment in the leasing (or appraisal, as the case may be) of first-class corporate headquarters properties in the Comparable Area (the " **Neutral Arbitrator** "). The determination of the Neutral Arbitrator shall be limited solely to the issue of whether Landlord's Option Rent Calculation or Tenant's Option Rent Calculation, each as submitted to the Neutral Arbitrator pursuant to Section 3.4.4 , above, is the closest to the actual Market Rent as determined by such Neutral Arbitrator, taking into account the requirements of Section 3.4.2 of this Second Amendment. Such Neutral Arbitrator shall be appointed within fifteen (15) days after the applicable Outside Agreement Date. Neither the Landlord nor Tenant may, directly or indirectly, consult with the Neutral Arbitrator prior to subsequent to his or her appearance. The Neutral Arbitrator shall be retained via an engagement letter jointly prepared by Landlord's counsel and Tenant's counsel.

3.4.4.2 The Neutral Arbitrator shall, within thirty (30) days of his/her appointment, reach a decision as to Market Rent and determine whether the Landlord's Option Rent Calculation or Tenant's Option Rent Calculation, each as submitted to the Neutral Arbitrator pursuant to Section 3.4.4 , above, is closest to Market Rent as determined by such Neutral Arbitrator and simultaneously publish a ruling (" **Award** ") indicating whether Landlord's Option Rent Calculation or Tenant's Option Rent Calculation is closest to the Market Rent as determined such Neutral Arbitrator. Following notification of the Award, the Landlord's Option Rent Calculation or Tenant's Option Rent Calculation, whichever is selected by the Neutral Arbitrator as being closest to Market Rent, shall become the then applicable Option Rent.

3.4.4.3 The Award issued by such Neutral Arbitrator shall be binding upon Landlord and Tenant.

3.4.4.4 If Landlord and Tenant fail to appoint the Neutral Arbitrator within fifteen (15) days after the applicable Outside Agreement Date, either party may petition the presiding judge of the Superior Court of San Diego County to appoint such Neutral Arbitrator subject to the criteria in Section 3.4.4.1 of this Second Amendment, or if he or she refuses to act, either party may petition any judge having jurisdiction over the parties to appoint such Neutral Arbitrator.

3.4.4.5 The cost of arbitration shall be paid by Landlord and Tenant equally.

3.5. **Termination Option** . Provided Tenant fully and completely satisfies each of the conditions set forth in this Section 3.5, Tenant shall have the one-time option (" **Termination Option** ") to terminate the Lease (as amended) as to the 6340 Building, the 6310 Building and/or the 6290 Building effective as of any date of the New Expansion Term selected by Tenant after the

date which is fifty-four (54) months after the Expansion Commencement Date specified in Section 2.1 hereof (any such date to be referred to herein as the " **Termination Date** "); provided, however, that in no event may Tenant exercise the Termination Option with respect to the 6310 Building unless Tenant also exercises the Termination Option for the 6340 Building and/or the 6290 Building and in no event may Tenant exercise the Termination Option for just a portion of any building. In order to exercise the Termination Option, Tenant must fully and completely satisfy each and every one of the following conditions: (a) Tenant must give Landlord written notice (" **Termination Notice** ") of its exercise of the Termination Option, which Termination Notice shall specify the applicable Termination Date and which Termination Notice must be delivered to Landlord at least twelve (12) months prior to the designated Termination Date, (b) at the time of the Termination Notice, an Event of Default must not exist, and (c) concurrently with Tenant's delivery of the Termination Notice to Landlord, Tenant shall pay to Landlord a termination fee (" **Termination Fee** ") equal to the sum of (i) the " **Amortization Installment** ", comprised of the unamortized balance, as of the Termination Date, of the (A) Improvement Allowance and Additional Allowance (if applicable) actually utilized by Tenant for such space pursuant to Section 2.1 of the Work Letter Agreement, (B) brokerage commissions paid by Landlord in connection with this Second Amendment and applicable to such space, and (C) Base Rent Abatement applicable to such space pursuant to Section 4.3 below, plus (ii) the " **Base Rent Installment** ", comprised of an amount equal to three (3) months of Base Rent for such space calculated at the rate payable as of the date of delivery of the Termination Notice. Amortization pursuant to subsection (i), above, shall be calculated on a straight-line basis without an interest component over a seven (7) year amortization schedule (with respect to the 6290 Initial Premises), over a period from the 6290 Must-Take Premises Commencement Date through the New Expiration Date (with respect to the 6290 Must-Take Premises) and over the period from December 1, 2016 through the New Expiration Date (with respect to the Existing Premises). Upon written request from Tenant delivered to Landlord at any time prior to Tenant's delivery of the Termination Notice, Landlord and Tenant shall use good faith efforts to mutually agree upon the calculation of the Amortization Installment. Notwithstanding Tenant's payment of the Termination Fee, Tenant shall remain responsible for payment of Base Rent and all other obligations of Tenant with respect to such space through the Termination Date.

4. **Base Rent** .

4.1. **Existing Premises** . Base Rent for the Existing Premises shall continue to be paid pursuant to the Base Rent Schedule set forth in Section 4.1 of the First Amendment through November 30, 2016. Commencing as of December 1, 2016 and continuing through the New Expiration Date, Base Rent shall be payable for the Existing Premises as follows:

Period	Annualized Base Rent	Monthly Installment of Base Rent**	Approximate Monthly Rental Rate per Rentable Square Foot
December 1, 2016 to November 30, 2017	$2,782,404.00	$231,867.00*	$1.800
December 1, 2017 to November 30, 2018	$2,872,832.16	$239,402.68	$1.859
December 1, 2018 to November 30, 2019	$2,966,199.12	$247,183.26	$1.919
December 1, 2019 to November 30, 2020	$3,062,600.64	$255,216.72	$1.981
December 1, 2020 to November 30, 2021	$3,162,135.12	$263,511.26	$2.046
December 1, 2021 to New Expiration Date	$3,264,904.56	$272,075.38	$2.112

* Subject to abatement as provided in Section 4.3 below.

** Based upon 3.25% annual increases.

4.2. **The 6290 Expansion Premises**. Commencing on the Expansion Commencement Date and continuing throughout the New Expansion Term, Tenant shall pay to Landlord monthly installments of Base Rent for the entire 6290 Expansion Premises as follows:

Year of New Expansion Term	Annualized Base Rent	Monthly Installment of Base Rent***	Approximate Monthly Rental Rate per Rentable Square Foot
1**	$972,000.00◊	$81,000.00*◊	$1.800
2**	$1,003,590.00	$83,632.50	$1.859
3	$2,072,520.00	$172,710.00	$1.919
4	$2,139,876.96	$178,323.08	$1.981
5	$2,209,422.84	$184,118.57	$2.046
6	$2,281,229.16	$190,102.43	$2.112
7	$2,355,369.12	$196,280.76	$2.181

* If the Expansion Commencement Date falls on a day of the month which is not the first day of such month, the Base Rent for such fractional month shall accrue on a daily basis and shall total an amount equal to the product of (i) a fraction, the numerator of which is the number of days in such fractional month and the denominator of which is the actual number of days occurring in such calendar month, and (ii) the then-applicable monthly installment of Base Rent. Such fractional month shall be added to the first year of the New Expansion Term.

** The foregoing schedule assumes the 6290 Must-Take Premises Commencement Date occurs on the date which is two (2) years after the Expansion Commencement Date. To the extent the 6290 Must-Take Premises Commencement Date occurs prior to such date, and/or extent Tenant elects to commence Business Operations in increments of the 6290 Must-Take Premises prior to such date, the foregoing schedule shall be updated.

*** Based upon 3.25% annual increases.

◊ Subject to abatement as set forth in Section 4.3 below.

4.3. **Base Rent Abatement** . Provided that no Event of Default is then occurring, then (i) during the first seven (7) full calendar months of the 6290 Initial Premises Term, Tenant shall not be obligated to pay any Base Rent otherwise attributable to the 6290 Initial Premises, and (ii) during the period commencing December 1, 2016 and continuing through and including March 31, 2017, Tenant shall not be obligated to pay any Base Rent otherwise attributable to the Existing Premises. The Base Rent which is so abated pursuant to the immediately preceding sentence may be referred to herein as the (" **Base Rent Abatement** "). The Base Rent Abatement shall not apply to any Additional Monthly Base Rent payable pursuant to Section 2.1.2 of the Work Letter Agreement. Tenant acknowledges and agrees that notwithstanding such Base Rent Abatement, such abatement of Base Rent shall have no effect on the calculation of any future payments of Base Rent, Operating Expenses or Tax Expenses payable by Tenant pursuant to the terms of the Lease (as hereby amended), which payments shall be calculated without regard to such abatement of Base Rent or corresponding abatement periods. Such Base Rent Abatement has been granted to Tenant as additional consideration for entering into this Second Amendment, and for agreeing to pay the "rent" and performing the terms and conditions otherwise required under the Lease, as amended. Notwithstanding anything to the contrary set forth in this Section 4.3 , to the extent an Event of

Default is then occurring, then Landlord may at its option, by notice to Tenant, elect, in addition to any other remedies Landlord may have under the Lease, one or both of the following remedies: (i) that Tenant shall immediately become obligated to pay to Landlord all Base Rent abated hereunder, with interest as provided pursuant to the Lease from the date such Base Rent would have otherwise been due but for the abatement provided herein, or (ii) that the dollar amount of the unapplied portion of the Base Rent Abatement as of such Event of Default shall be converted to a credit to be applied to the Base Rent applicable to the Premises at the end of the New Expansion Term and Tenant shall immediately be obligated to begin paying Base Rent for the entire Premises in full.

5. **Direct Expenses** .

5.1. **Tenant's Share** . Tenant's share with respect to the Existing Premises shall continue to be 100%. Tenant's share with respect to the 6290 Building shall, effective as of the Expansion Commencement Date, be 100%.

5.2. **"Project" Definition** . Landlord and Tenant hereby expressly acknowledge and agree that the definition of the " **Project** " shall be revised to mean (i) the 6340 Building and its Common Areas, (ii) the land (which is improved with landscaping, parking facilities and other improvements) upon which the 6340 Building and its Common Areas are located, (iii) the 6310 Building and its Common Areas, (iv) the land (which is improved with landscaping, parking facilities and other improvements) upon which the 6310 Building and its Common Areas are located, (v) the 6290 Building and its Common Areas, and (vi) the land (which is comprised with landscaping, parking facilities and other improvements) upon which the 6290 Building and its Common Areas are located. As the Project contains more than one (1) building, the parties acknowledge that the costs and expenses incurred in connection with the Project (i.e. the Direct Expenses) should be shared among the 6340 Building, the 6310 Building and the 6290 Building. Accordingly, as set forth in Section 4.2 of the Lease, Direct Expenses are determined annually for the Project as a whole, and a portion of the Direct Expenses, which portion shall be determined by Landlord on an equitable basis, shall be allocated to the 6340 Building, the 6310 Building or the 6290 Building (as the case may be) and such portion shall be the Direct Expenses for purposes of the Lease (as amended). Such portion of Direct Expenses allocated to the 6310 Building shall include all Direct Expenses attributable solely to the 6310 Building and an equitable portion of the Direct Expenses attributable to the Project as a whole. Such portion of Direct Expenses allocated to the 6340 Building shall include all Direct Expenses attributable solely to the 6340 Building and an equitable portion of the Direct Expenses attributable to the Project as a whole. Such portion of Direct Expenses allocated to the 6290 Building shall include all Direct Expenses attributable solely to the 6290 Building and an equitable portion of the Direct Expenses attributable to the Project as a whole.

5.3. **Direct Expense Cap** . Landlord and Tenant acknowledge and agree that the cap on Direct Expenses otherwise set forth in Section 4.4 of the Original Lease is no longer applicable. However, Landlord agrees that the management fee payable throughout the New Expansion Term shall be three percent (3%) of the Rent payable for the Premises per year.

5.4. **Proposition 13 Protection** . Notwithstanding anything to the contrary contained in this Lease, in the event that, at any time during the first three (3) years of the New

Expansion Term, a sale or change in ownership of all or any portion of the Project is consummated, and as a result thereof, and to the extent that in connection therewith, all or any portion of the Project is reassessed (the " **Reassessment** ") for real estate tax purposes by the appropriate governmental authority pursuant to the terms of Proposition 13, then the following provisions shall apply to such Reassessment of the Project.

5.4.1. **Tax Increase** . For purposes of this Section 5.4 , the term " **Tax Increase** " shall mean that portion of the Tax Expenses, as calculated immediately following the Reassessment, which is attributable solely to the Reassessment. Accordingly, the term Tax Increase shall not include any portion of the Tax Expenses, as calculated immediately following the Reassessment, which (i) is attributable to the initial assessment of the value of the Project or the tenant improvements located in the Project, (ii) is attributable to assessments which were pending immediately prior to the Reassessment which assessments were conducted during, and included in, such Reassessment, or which assessments were otherwise rendered unnecessary following the Reassessment, or (iii) is attributable to the annual inflationary increase of real estate taxes permitted to be assessed annually under Proposition 13, or (iv) is attributable to Tax Expenses calculated prior to the Reassessment without including any Proposition 8 reduction. During the first three (3) years of the New Expansion Term, any Tax Increase shall be excluded from Tax Expenses. After the first three (3) years of the New Expansion Term, any Tax Increase (including any Tax Increase which may occur during the first three (3) years of the New Expansion Term) shall be included in Tax Expenses.

5.4.2. **Buy-Back Right** . The amount of Tax Expenses which Tenant is not obligated to pay or will not be obligated to pay during the first three (3) years of the New Expansion Term in connection with a particular Reassessment pursuant to the terms of this Section 5.4 , shall be sometimes referred to hereafter as a " **Proposition 13 Protection Amount** ." If the occurrence of a Reassessment is reasonably foreseeable by Landlord and the Proposition 13 Protection Amount attributable to such Reassessment can be reasonably quantified or estimated, the terms of this Section 5.4.2 shall apply to such Reassessment. Upon notice to Tenant, Landlord shall have the right to purchase the Proposition 13 Protection Amount relating to the applicable Reassessment (the " **Applicable Reassessment** "), at any time prior to expiration of the third (3 rd) year of the New Expansion Term, by paying to Tenant an amount equal to the Proposition 13 Purchase Price, as that term is defined below, provided that the right of any successor of Landlord to exercise its right of repurchase hereunder shall not apply to any Reassessment which results from the event pursuant to which such successor of Landlord became the Landlord under the Lease, as amended. As used herein, " **Proposition 13 Purchase Price** " shall mean the present value of the Proposition 13 Protection Amount remaining as of the date of payment of the Proposition 13 Purchase Price by Landlord. Such present value shall be calculated (i) by using the portion of the Proposition 13 Protection Amount attributable to each remaining year of the New Expansion Term (as though the portion of such Proposition 13 Protection Amount benefited Tenant at the end of each year), as the amounts to be discounted, and (ii) by using discount rates for each amount to be discounted equal to (A) the prime interest rate, as reported in the Wall Street Journal as of the date of Landlord's exercise of its right to purchase, as set forth in this Section 5.4 , plus (B) two percent (2%) per annum. Upon such payment of the Proposition 13 Purchase Price, the provisions of Section 5.4.1 of this Second Amendment shall not apply to any Tax Increase attributable to the Applicable Reassessment.

Since Landlord is estimating the Proposition 13 Purchase Price because a Reassessment has not yet occurred, then when such Reassessment occurs, if Landlord has underestimated the Proposition 13 Purchase Price, then upon notice by Landlord to Tenant, Tenant's Base Rent next due shall be credited with the amount of such underestimation, and if Landlord overestimates the Proposition 13 Purchase Price, then upon notice by Landlord to Tenant, Base Rent next due shall be increased by the amount of the overestimation.

6. **Improvements** . Except as specifically set forth herein, Landlord shall not be obligated to provide or pay for any improvement work or services related to the improvement of the 6290 Expansion Premises, and Tenant shall accept the 6290 Expansion Premises in its presently existing, "as-is" condition. Notwithstanding the foregoing, Landlord shall perform the work and otherwise construct the improvements in the 6290 Expansion Premises pursuant to the terms of the Work Letter Agreement, attached hereto as **Exhibit B** and Tenant may construct improvements in the 6290 Expansion Premises and renovate the Existing Premises in accordance with the Work Letter Agreement.

7. **Broker** . Landlord and Tenant hereby warrant to each other that they have had no dealings with any real estate broker or agent in connection with the negotiation of this Second Amendment other than Cushman & Wakefield of San Diego, Inc. (the " **Broker** "), and that they know of no other real estate broker or agent who is entitled to a commission in connection with this Second Amendment. Each party agrees to indemnify and defend the other party against and hold the other party harmless from any and all claims, demands, losses, liabilities, lawsuits, judgments, and costs and expenses (including, without limitation, reasonable attorneys' fees) with respect to any leasing commission or equivalent compensation alleged to be owing on account of the indemnifying party's dealings with any real estate broker or agent, other than the Broker, occurring by, through, or under the indemnifying party. The terms of this Section 7 shall survive the expiration or earlier termination of this Second Amendment.

8. **Parking** .

8.1. **In General** . Notwithstanding anything to the contrary contained in the Lease, effective as of the Expansion Commencement Date and continuing throughout the New Expansion Term, Tenant shall be entitled to use of all of the parking areas for the Project as shown on **Exhibit C** attached hereto and made a part hereof (" **Parking Areas** "). Tenant's use of the Parking Areas shall be in accordance with the provisions of Article 28 of the Original Lease; provided, however, that Tenant may, subject to CC&R's and Applicable Laws, at Tenant's sole cost, (i) designate any parking stalls within the Parking Areas as reserved and assigned for Tenant's exclusive use, and (ii) re-stripe all or any portion of the Parking Areas and/or implement tandem assisted valet parking. Furthermore, Landlord agrees that Tenant may structure parking arrangements with other tenants located within other properties owned by Landlord in the vicinity of the Project and Landlord shall consent to any such agreements, provided such agreements are in compliance with the terms of Landlord's lease with such other tenant(s).

8.2. **Supplemental Parking Passes** . Tenant shall continue to have the right to the Supplemental Parking Passes as provided in Section 8.2 of the First Amendment through November 30, 2016. However, effective as of the date of full execution and delivery of this Second

Amendment, the seventy (70) parking spaces to which Tenant is entitled at 6260 Sequence Drive pursuant to the first sentence of Article 28 of the Original Lease shall be relocated to the parking lot for the 6340 Building.

8.3. **Additional Parking** .

8.3.1. **Additional Parking Notice** . If Tenant requires additional parking over and above the parking described in Sections 8.1 and 8.2 above, Tenant may notify Landlord in writing (the " **Additional Parking Notice** "), which Additional Parking Notice shall specify the number of additional parking stalls required by Tenant (up to a maximum of two hundred (200) additional stalls) (the " **Requested Stalls** "), and which Additional Parking Notice may be delivered by Tenant to Landlord at any time during the period from the first (1 st) day of the twenty-fifth (25 th) full calendar month of the New Expansion Term through and including the last day of the forty-eighth (48 th) full calendar month of the New Expansion Term.

8.3.2. **Offsite Parking Stalls** . If Tenant timely delivers an Additional Parking Notice to Landlord, Landlord shall then use good faith efforts to locate and contract for additional parking for Tenant at a location within the area (" **Parking Limit Area** ") which is no greater than one-half (1/2) mile from the Project, but north of Mira Mesa Boulevard, for the number of Requested Stalls specified by Tenant in the Additional Parking Notice, but not in excess of two hundred (200) such additional parking stalls. Such additional parking stalls may be referred to herein as the " **Offsite Parking Stalls** ". If Landlord is successful in locating and contracting for use of the Offsite Parking Stalls, Tenant shall be responsible for any costs associated with Tenant's use of such Offsite Parking Stalls including, without limitation, any rental costs, any costs incurred to shuttle employees to and from such Offsite Parking Stalls and any costs incurred by Tenant to implement a valet or other parking assistance solution. However, commencing as of the later of (i) the first day of the thirty-fifth (35 th) full calendar month of the New Expansion Term or (ii) the first day of the calendar month after Landlord's receipt of the Additional Parking Notice from Tenant, Tenant shall be entitled to a credit against Base Rent payable by Tenant for the Premises in the amount of Ten Thousand Dollars ($10,000.00) per month (" **Parking Credit** "), which Parking Credit shall continue to apply for the remainder of the New Expansion Term.

8.3.3. **Parking Structure Option** . If, despite Landlord's good faith efforts, Landlord is unable to locate and contract for the Offsite Parking Stalls within sixty (60) days after Landlord's receipt of an Additional Parking Notice, Landlord shall so notify Tenant thereof in writing (the " **Parking Structure Option Notice** "). If Landlord delivers a Parking Structure Option Notice to Tenant, Landlord shall no longer have an obligation to seek such Offsite Parking Stalls, but Tenant shall have the option to require Landlord to construct a parking structure (the " **Parking Structure** ") at a location within the Parking Limit Area which shall include at least the number of Requested Stalls specified by Tenant in Tenant's Additional Parking Notice. Unless Tenant notifies Landlord in writing that Tenant has chosen not to pursue the use of such Parking Structure, within thirty (30) days after Landlord's delivery of the Parking Structure Option Notice, Landlord shall provide written notice to Tenant (" **Parking Structure Detail Notice** ") describing the specific location selected by Landlord within the Parking Limit Area for construction of such Parking Structure (which location may be within the Project), the estimated total number of parking stalls that will be included within

the Parking Structure, the estimated delivery date upon which the Parking Structure shall be available for use, and the total estimated costs of design, construction and permitting of such Parking Structure (collectively, " **Parking Structure Costs** ") and Tenant's estimated financial contribution toward the Parking Structure Costs. Tenant's financial contribution to the Parking Structure Costs shall be an amount equal to the product of the actual total Parking Structure Costs multiplied by a fraction, the numerator of which is the number of Requested Stalls and the denominator of which is the total number of parking stalls located within said Parking Structure; provided, however, that in no event shall Tenant's contribution to the Parking Structure Costs exceed Four Million Dollars ($4,000,000.00). By way of example only, and not as a limitation upon the foregoing, if the number of Requested Stalls is two hundred (200) and such Parking Structure will contain three hundred (300) parking stalls and the total Parking Structure Costs are Four Million Five Hundred Thousand Dollars ($4,500,000.00), Tenant's portion of the Parking Structure Costs would be Three Million Dollars ($3,000,000.00), but if in the same example the total Parking Structure Costs are Seven Million Dollars ($7,000,000.00), Tenant's portion of the Parking Structure Costs would be capped at Four Million Dollars ($4,000,000.00). Tenant may choose to pay for all or any portion of Tenant's portion of Parking Structure Costs through application of Tenant's Parking Credit and/or by application of up to Four Million Dollars ($4,000,000.00) of the Improvement Allowance (as that term is defined in the Work Letter Agreement attached hereto as **Exhibit B**), provided that Tenant so notifies Landlord in writing of Tenant's election to apply such amounts (from Tenant's Parking Credit and/or the Improvement Allowance) on or before the last day of the forty-eighth (48 th) full calendar month of the New Expansion Term.

8.3.4. **Parking Structure Agreement** . Upon Landlord's delivery of the Parking Structure Detail Notice to Tenant, if Tenant chooses to proceed with Landlord's construction of the Parking Structure, Landlord and Tenant shall use good faith efforts to mutually agree upon and execute, within thirty (30) days following Tenant’s election to proceed with Landlord's construction of the Parking Structure, a definitive agreement documenting the terms of Landlord's obligation to construct the Parking Structure and Tenant's agreement to pay for its share of the Parking Structure Costs and other commercially reasonable terms for such agreement (the " **Parking Structure Agreement** "). Upon full execution and delivery of the Parking Structure Agreement by Landlord and Tenant, Landlord shall commence design, permitting and construction of the Parking Structure.

8.3.5. **Late Delivery of Parking Structure** . In the event that substantial completion of the Parking Structure (i.e., completion other than minor "punch-list" items) has not occurred by the " **Outside Date** ," which shall be the date which is twelve (12) month after the date of full execution and delivery of the Parking Structure Agreement, as such date may be extended by delays attributable to Force Majeure including, without limitation, any delays due to excess time in obtaining governmental permits or approvals for construction of the Parking Structure beyond the time period normally required to obtain such permits or approvals for similar structures in San Diego, California (collectively, " **Force Majeure Delays** "), then the sole remedy of Tenant shall be the right to deliver a notice to Landlord (the " **Outside Date Termination Notice** ") electing to terminate Tenant's lease of the 6290 Building effective upon a date specified by Tenant in the Outside Date Termination Notice (the " **Effective Date** "). For each day of any such extension of such twelve (12) month period due to Force Majeure Delays, Tenant shall not be obligated to pay any Base Rent

for the 6290 Building. The Outside Date Termination Notice must be delivered by Tenant to Landlord, if at all, not earlier than the Outside Date (as may be so extended) and prior to the date of substantial completion of the Parking Structure. If Tenant delivers the Outside Date Termination Notice to Landlord, then Landlord shall have the right to suspend such termination for a period ending thirty (30) days after Landlord's receipt of the Outside Date Termination Notice. In order to suspend such termination, Landlord must deliver to Tenant, within five (5) business days after Landlord's receipt of the Outside Date Termination Notice, (a) a written notice acknowledging that Tenant shall not be obligated to pay any Base Rent for the 6290 Building during such suspension period, and (b) a certificate of the general contractor for the Parking Structure certifying that it is such contractor's best good faith judgment that substantial completion of the Parking Structure will occur within thirty (30) days after the date of Landlord's receipt of the Outside Date Termination Notice. If substantial completion of the Parking Structure occurs within said thirty (30) day suspension period, then the Outside Date Termination Notice shall be of no further force or effect, and Tenant shall not be obligated to pay any Base Rent for the 6290 Building for the number of days after the Outside Date until the date substantial completion of the Parking Structure occurs. If, however, substantial completion of the Parking Structure does not occur within said thirty (30) day suspension period, then Tenant's lease of the 6290 Building shall terminate as of the Effective Date, Tenant shall not be obligated to pay any Base Rent for the 6290 Building during such thirty (30) day period, but all other provisions of this Second Amendment shall continue to apply.

9. **Signage** . Effective upon the Expansion Commencement Date, all signage rights and responsibilities set forth in Article 23 of the Lease in connection with the Existing Premises shall additionally apply with respect to the 6290 Expansion Premises; provided, however, the logo to be displayed on such signage, which logo is identified on **Exhibit D** , is hereby approved by Landlord, and Landlord hereby consents to Tenant's Building-top signage on the 6290 Building having dimensions of up to three (3) feet high and twenty-five (25) feet long; provided, however, all other aspects of Tenant's signage (including, but not limited to, color and lighting) shall be subject to Landlord's prior written approval (which approval shall not be unreasonably withheld, conditioned or delayed). Tenant hereby acknowledges that, notwithstanding any approval by Landlord of Tenant's logo as well as the dimensions applicable to Tenant's Building-top sign on the 6290 Building, Landlord has made no representations or warranty to Tenant with respect to the probability of obtaining the necessary governmental approvals and/or permits for the same.

10. **Security Deposit/Letter of Credit** . Landlord shall continue to hold the Security Deposit pursuant to the terms and conditions of Article 21 of the Original Lease and the L-C in accordance with the terms and provisions of Article 22 of the Original Lease throughout the New Expansion Term, as may be extended.

11. **Security System** . Tenant shall be entitled to install, at Tenant's sole cost and expense (chargeable to the Improvement Allowance), a separate security system for any or all buildings of the Premises as an Alteration or as a part of the Improvements; provided, however, that the plans and specifications for any such system shall be subject to Landlord's reasonable approval, any such system must be compatible with the existing systems of the Project, Tenant's obligation to indemnify, defend and hold Landlord harmless as provided in, and subject to, Section 10.1 of the Original Lease shall also apply to Tenant's use and operation of any such system, and the installation of such

system shall otherwise be subject to the terms and conditions of this Section 11 . At Landlord's option, upon the expiration or earlier termination of the Lease (as amended), Tenant shall remove such security system and repair any damage to the Project resulting from such removal. Tenant shall at all times provide Landlord with a contact person who can disarm the system and who is familiar with the functions of the system in the event of a malfunction, and Tenant shall provide Landlord with the codes or other necessary information required to disarm the system in the event Landlord must enter the Premises in an emergency.

12. **Communication Equipment** . If Tenant desires to use the roof of any building(s) constituting the Premises to install communication equipment to be used from the Premises, Tenant may so notify Landlord in writing (" **Communication Equipment Notice** "), which Communication Equipment Notice shall generally describe the specifications for the equipment desired by Tenant. Subject to all CC&R's and Applicable Laws, Tenant and Tenant's contractors (which shall first be reasonably approved by Landlord) shall have the right and access to install, repair, replace, remove, operate and maintain so-called "satellite dishes" or other similar devices, such as antennae (collectively, " **Communication Equipment** "), together with aesthetic screening designated by Landlord and all cable, wiring, conduits and related equipment, for the purpose of receiving and sending radio, television, computer, telephone or other communication signals, at a location on the roof of the Project designated by Landlord. If roof penetrations cannot be avoided, Tenant shall retain Landlord's designated roofing contractor to make any necessary penetrations and associated repairs to the roof in order to preserve Landlord's roof warranty. Tenant's installation and operation of the Communication Equipment shall be governed by the following terms and conditions:

12.1. Tenant's right to install, replace, repair, remove, operate and maintain the Communication Equipment shall be subject to all Applicable Laws and CC&R's and Landlord makes no representation that such CC&R's and Applicable Laws permit such installation and operation.

12.2. All plans and specifications for the Communication Equipment shall be subject to Landlord's reasonable approval.

12.3. All costs of installation, operation and maintenance of the Communication Equipment and any necessary related equipment (including, without limitation, costs of obtaining any necessary permits and connections to the electrical system) shall be borne by Tenant.

12.4. Landlord shall not have any obligations with respect to the Communication Equipment. Landlord makes no representation that the Communication Equipment will be able to receive or transmit communication signals without interference or disturbance (whether or not by reason of the installation or use of similar equipment by others) and Tenant agrees that Landlord shall not be liable to Tenant therefor. Tenant shall not lease or otherwise make the Communication Equipment available to any third party and the Communication Equipment shall be only for Tenant's use in connection with the conduct of Tenant's business in the Premises.

12.5. Tenant shall (i) be solely responsible for any damage caused as a result of the Communication Equipment, (ii) promptly pay any tax, license or permit fees charged pursuant to any Applicable Laws in connection with the installation, maintenance or use of the

Communication Equipment and comply with all precautions and safeguards recommended by all governmental authorities, and (iii) pay for all necessary repairs, replacements to or maintenance of the Communication Equipment.

12.6. The Communication Equipment shall remain the sole property of Tenant. Tenant shall remove the Communication Equipment and related equipment at Tenant's sole cost and expense upon the expiration or sooner termination of the Lease, as amended, or upon the imposition of any governmental law or regulation which may require removal, and shall repair the Project upon such removal to the extent required by such work of removal. If Tenant fails to remove the Communication Equipment and repair the Project within fifteen (15) days after the expiration or earlier termination of the Lease, as amended, Landlord may do so at Tenant's expense. The provisions of this Section 12.6 shall survive the expiration or earlier termination of the Lease, as amended.

12.7. The Communication Equipment shall be deemed to constitute a portion of the Premises for purposes of Article 10 of the Original Lease.

12.8. Upon request from Landlord, Tenant agrees to execute a license agreement with Landlord or Landlord's rooftop management company regarding Tenant's installation, use and operation of the Communication Equipment, which license agreement shall be in commercially reasonable form and shall incorporate the terms and conditions of this Section 12 .

13. **Backup Generator(s)** . Subject to Landlord's prior approval of all plans and specifications, which approval shall not be unreasonably withheld, Landlord shall permit Tenant to install and maintain, at Tenant's sole cost and expense, a backup generator(s) at location(s) within the Project designated by Tenant and reasonably approved by Landlord. Such backup generator(s) shall be used by Tenant only during (i) testing and regular maintenance, and (ii) any period of electrical power outage in the Project. Tenant shall submit the specifications for design, operation, installation and maintenance of the backup generator(s) for Landlord's consent, which consent shall not be unreasonably withheld or delayed and may be conditioned on Tenant complying with such reasonable requirements imposed by Landlord, based on the advice of Landlord's structural and mechanical engineers, so that the Project's systems and equipment are not adversely affected. In addition, Tenant shall ensure that the backup generator(s) do not result in any Hazardous Materials being introduced to the Project in violation of Environmental Laws, and Section 29.33 of the Original Lease will apply to Tenant's installation, use and removal of the backup generator(s). Any repairs and maintenance of such generator(s) shall be the sole responsibility of Tenant and Landlord makes no representation or warranty with respect to such generator(s). If Tenant elects to do so, in its discretion, or if Tenant is so notified by Landlord, Tenant shall, at Tenant's sole cost and expense, remove such generator(s) upon the expiration or earlier termination of the Lease Term and repair all damage to the Project resulting from such removal. Such generator(s) shall be deemed to be a part of the Premises for purposes of Article 10 of the Original Lease.

14. **Multiple Buildings** . Landlord and Tenant acknowledge that it is Landlord's current intention to cause the ownership of all of the buildings of the Project to be held by the same entity. If, however, at any time during the New Expansion Term or any Option Term, Landlord determines to separate ownership of the buildings or to separately finance the buildings (where the lender

requires separate documentation), Tenant agrees to promptly after request from Landlord, execute commercially reasonable documents in order to separate Tenant's lease of such building(s) of the Premises from the remaining building (s) of the Premises. Any such documentation shall be on the exact same terms as specified in the Lease (as amended) but as applicable to the relevant portion of the Premises.

15. **Entry by Landlord** . The reference to twenty-four (24) hours in the first sentence of Article 27 of the Original Lease is hereby extended to forty-eight (48) hours. Furthermore, except in an emergency, Landlord shall permit representatives of Tenant to be present during any such entry into the Premises by Landlord pursuant to Article 27 of the Original Lease.

16. **Holding Over** . The reference to one hundred fifty percent (150%) in the first sentence of Article 16 of the Original Lease is hereby reduced to one hundred twenty-five percent (125%). Furthermore, any such hold over by Tenant shall be at sufferance only (rather than from month-to-month) such that such payments which may be owed from Tenant to Landlord shall accrue on a per diem basis rather than a monthly basis.

17. **Utility Billing Information** . To the extent Tenant contracts directly for the provision of electricity, gas and/or water services to the Premises, Tenant shall promptly, but in no event more than twenty (20) days following its receipt of request from Landlord, provide Landlord with copies of invoices for such services (the " **Utility Bills** "). In addition, Tenant hereby authorizes Landlord to obtain copies of the Utility Bills directly from the utility providers and Tenant hereby authorizes each utility provider to provide Utility Bills and related utility usage information for the Premises directly to Landlord. From time to time, within twenty (20) days after Landlord's written request, Tenant shall execute and deliver to Landlord further assurances requested by Landlord authorizing such utility providers to provide to Landlord the Utility Bills and other information relating to utility usage at the Premises.

18. **No Certified Access Specialist Inspection** . For purposes of Section 1938 of the California Civil Code, Landlord hereby discloses to Tenant, and Tenant hereby acknowledges, that the Project has not undergone inspection by a certified access specialist (CASp).

19. **California Energy Disclosures** . Tenant acknowledges that Landlord has complied with Cal. Pub. Res. Code § 25402.10 and the disclosure regulations issued in connection therewith (e.g., California Code of Regulations, Title 20, Sections 1680 – 1684) by, among other things, delivering to Tenant the Disclosure Summary Sheet, Statement of Energy Performance, Data Checklist and Facility Summary (as such terms are defined in California Code of Regulations, Title 20, Section 1681) for the 6290 Expansion Premises (collectively, the " **Energy Information** ") prior to the date hereof. Tenant acknowledges and agrees that (i) Landlord makes no representation or warranty regarding the energy performance of the 6290 Expansion Premises or the accuracy or completeness of the Energy Information, (ii) the Energy Information is for the current occupancy and use of the 6290 Expansion Premises and that the energy performance of the 6290 Expansion Premises may vary, and (iii) Landlord shall have no liability for any errors or omissions in the Energy Information.

20. **Cosmetic Alterations** . The definition of Cosmetic Alterations set forth in the second sentence of Section 8.1 of the Original Lease is hereby deleted and replaced with the following: "Notwithstanding the foregoing, Tenant shall be permitted to make Alterations following ten (10) business days notice to Landlord, but without Landlord's prior consent, to the extent that such Alterations do not (i) adversely affect the systems and equipment of the Building or the Building Structure, or (ii) affect the exterior appearance of the Building (the " **Cosmetic Alterations** ")."

21. **Non-Transfers** . Section 14.8 of the Original Lease is hereby modified by adding the following sentence: "In addition to the foregoing, Landlord's consent shall not be required for the use or occupancy of up to ten percent (10%) of the Premises by the employees and/or representatives of Tenant's business partners and/or of any joint venture enterprise in which Tenant or any of its affiliates is a participant, nor for the use thereof by any of Tenant's vendors, contractors and professional services providers, for the purpose of providing services in support of Tenant's business operations at the Premises, pursuant to any license agreement that does not survive the expiration or earlier termination of this Lease. However, (i) Tenant shall provide Landlord with written notice of any such license agreement, (ii) this clause shall not apply to any use or occupancy pursuant to a sublease, and (iii) this clause shall only apply to space within a building in which Tenant leases the entire building."

22. **Landlord Default** . Section 19.6 of the Original Lease is hereby modified by adding the following sentence: "Notwithstanding the foregoing, in the event Landlord is in default in the performance of any material obligation required to be performed by Landlord pursuant to this Lease beyond any cure period provided to Landlord under Section 19.6 of the Original Lease, and as a result thereof, Tenant is deprived of any of the following services in the quality and character as designated in the Lease: water, electricity, heating, ventilation and air conditioning, elevator service, paths of travel or the integrity of the Premises floor is significantly compromised (e.g. broken windows, façade damage, leaks), then upon delivery of an additional written notice to Landlord and the expiration of an additional ten (10) day cure period, Tenant may make such repairs or replacements as necessary to cure such default on Landlord's behalf. If Tenant takes such action and such work will affect the systems or structural integrity of the applicable building, Tenant shall use only those contractors used by Landlord for such work on such systems or structure unless such contractors are unwilling or unable to perform, or timely perform, such work, in which event Tenant may utilize the services of any other qualified contractor which is experienced in similar work in first-class office buildings. Tenant shall be entitled to prompt reimbursement by Landlord of Tenant's actual and reasonable costs in taking such action. However, if the work so performed by Tenant pertains to items that would otherwise be includable in Operating Expenses, then Landlord may include the amount of such reimbursement in Operating Expenses. If Landlord fails to reimburse Tenant for the actual and reasonable costs incurred by Tenant within thirty (30) days following receipt of an invoice from Tenant accompanied by reasonable evidence of such costs and if Landlord also fails to deliver a detailed written objection to such payment to Tenant within such thirty (30) day period, Tenant may offset, to the extent of all rental obligations under the Lease, all such costs (including reasonable attorney's fees and interest) incurred in exercising such self-help right(s). If, however, Landlord delivers to Tenant within thirty (30) days after receipt of Tenant's invoice, a written objection to the payment of such invoice, setting forth with reasonably particularity Landlord's reasons for its claim that such action did not have to be taken by Landlord pursuant to

the terms of the Lease or that the charges are excessive (in which case Landlord shall pay the amount it contends is not excessive), then Tenant shall not be entitled to such deduction from rent, but Tenant may proceed to initiate an action to collect such amount from Landlord."

23. **Actual Cost**. Throughout the Lease, where reference is made to the obligation of Tenant to pay the "Actual Cost," "Actual Costs," or lower cased variations of such terms, as applicable to costs and expenses incurred, out-of-pocket or otherwise, such amounts shall be the actual costs paid or incurred by Landlord, as reasonably estimated by Landlord. Upon request by Tenant, Landlord shall, within thirty (30) business days of receipt of a written request by Tenant, disclose to Tenant in writing the basis for its estimate, excluding, when applicable, depreciation pertaining to increased utilization of certain equipment, and also excluding any profit to or overhead charge by Landlord and excluding the cost of personnel already charged to operating expenses. In the event such disclosure demonstrates that Landlord's estimate of the Actual Costs was done unreasonably, than the Actual Costs shall be adjusted to reflect what they should have been if Landlord had reasonably estimated said Actual Costs. In the case of an increase resulting from such adjustment, Tenant shall pay Landlord the difference within thirty (30) days of demand therefore. In the case of a decrease, Landlord shall pay to Tenant the difference within thirty (30) days of demand therefore.

24. **No Further Modification**. Except as set forth in this Second Amendment, all of the terms and provisions of the Lease shall apply with respect to the 6290 Expansion Premises and the Lease shall remain unmodified and in full force and effect.

[Signatures follow on next page]

IN WITNESS WHEREOF, this Second Amendment has been executed as of the day and year first above written.

"LANDLORD":		**"TENANT":**	
KILROY REALTY, L.P., a Delaware limited partnership		DEXCOM, INC., a Delaware corporation	
By:	/s/ Robert E. Palmer Robert E. Palmer Senior Vice President, Operations	By:	/s/ Kevin Sayer Kevin Sayer President and Chief Operating Officer
By:	/s/ John T. Fucci John T. Fucci Senior Vice President, Asset Management	By:	/s/ Jess Roper Jess Roper Chief Financial Officer

EXHIBIT A
SEQUENCE TECHNOLOGY CENTER
OUTLINE OF 6290 INITIAL PREMISES AND 6290 MUST-TAKE PREMISES

EXHIBIT B

SEQUENCE TECHNOLOGY CENTER

WORK LETTER AGREEMENT

This Work Letter Agreement shall set forth the terms and conditions relating to the construction of the improvements in the 6290 Expansion Premises and the renovation of the leasehold improvements in the Existing Premises. This Work Letter Agreement is essentially organized chronologically and addresses the issues of the construction of the 6290 Expansion Premises and the renovation of the leasehold improvements in the Existing Premises, in sequence, as such issues will arise during the actual construction. All references in this Work Letter Agreement to Articles or Sections of "this Amendment" shall mean the relevant portion of the Second Amendment to which this Work Letter Agreement is attached as **Exhibit B** and of which this Work Letter Agreement forms a part. Capitalized terms used in this Work Letter Agreement shall have the same meaning as those terms are used and defined in the Second Amendment, unless such terms are otherwise defined in this Work Letter Agreement.

SECTION 1

LANDLORD'S INITIAL CONSTRUCTION IN THE PREMISES

1.1 **Base Building as Constructed by Landlord** . Upon the full execution and delivery of this Second Amendment by Landlord and Tenant, Landlord shall deliver the 6290 Expansion Premises and "Base Building," as that term is defined below, to Tenant, and Tenant shall accept the 6290 Expansion Premises and Base Building from Landlord in their presently existing, "as-is" condition. The " **Base Building** " shall consist of those portions of the 6290 Expansion Premises which were in existence prior to the construction of any improvements in the 6290 Expansion Premises for the prior tenant of the 6290 Expansion Premises.

1.2 **HVAC, Plumbing and Electrical Systems** . Notwithstanding anything to the contrary set forth in the Lease, the Second Amendment or Section 1.1 of this Work Letter Agreement, above, and subject to the TCCs of the last sentence of Section 1.1.1 of the Original Lease, Landlord shall, at Landlord's sole cost and prior to the Expansion Commencement Date, (i) cause the Base Building's HVAC, plumbing and electrical systems to be in good working order (the " **Systems Work** "), and (ii) cause the Commons Areas outside of the 6290 Building to comply with all Applicable Laws in effect as of the date of the Second Amendment (the " **Exterior Work** "). Landlord and Tenant acknowledge that the Systems Work and the Exterior Work may be performed concurrently with Tenant's construction of the Improvements in the 6290 Initial Premises and Landlord and Tenant agree to work together, in good faith, so that Landlord's construction of the Systems Work and the Exterior Work does not interfere with Tenant's construction of the Improvements in the 6290 Initial Premises and Tenant's construction of Improvements in the 6290 Initial Premises does not interfere with Landlord's construction of the Systems Work or the Exterior Work.

SECTION 2

IMPROVEMENTS

2.1 **In General** .

2.1.1 **Improvement Allowance** . Tenant shall be entitled to an improvement allowance (the " **6290 Expansion Premises Improvement Allowance** ") in a total amount equal to $3,600,000.00 (which amount was calculated based upon $40.00 per rentable square foot for each of the 90,000 rentable square feet of space in the 6290 Expansion Premises) comprising the sum of (i) $1,800,000.00 (*i.e.* , $40.00 per each rentable square foot of the 6290 Initial Premises) (the " **6290 Initial Premises Allowance** "), and (ii) $1,800,000.00 (*i.e.* , $40.00 for each rentable square foot of the 6290 Must-Take Premises) (the " **6290 Must-Take Premises Allowance** "). In addition, Tenant shall be entitled to an improvement allowance (the " **Existing Premises Improvement Allowance** ") in a total amount equal to $2,576,300.00 (which amount was calculated based up on $20.00 per rentable square foot for each of the 128,815 rentable square feet of space in the Existing Premises). The 6290 Expansion Premises Improvement Allowance and the Existing Premises Improvement Allowance may be collectively referred to herein as the " **Improvement Allowance** ". The Improvement Allowance may be used for costs relating to the initial design, permitting, management and construction of improvements which are permanently affixed to the 6290 Expansion Premises and/or the Existing Premises (the " **Improvements** ") and up to $1,094,075.00 of the Improvement Allowance (based upon $5.00 per rentable square foot of the entire Premises) also may be used for costs of purchase and installation of built-in furniture, cabling, audio/visual equipment, security equipment, heating, ventilating and air conditioning equipment and systems, fire suppression and related equipment for the Existing Premises and/or the 6290 Expansion Premises (collectively, " **Miscellaneous Items** "). Tenant may utilize the 6290 Expansion Premises Improvement Allowance for Improvements and Miscellaneous Items in the 6290 Expansion Premises and/or the Existing Premises and Tenant may utilize the Existing Premises Improvement Allowance for Improvements and Miscellaneous Items in the Existing Premises and/or the 6290 Expansion Premises; provided, however, that at least One Million Eight Hundred Thousand Dollars ($1,800,000.00) of the Improvement Allowance must be used by Tenant for hard and soft costs of construction of the Improvements in the 6290 Expansion Premises (the " **6290 Minimum Allocation** "). All Improvements shall, as more particularly identified in Section 8.5 of the Original Lease, be and become the property of Landlord. Any portion of the Improvement Allowance used by Tenant for Miscellaneous Items shall be reimbursed to Tenant within thirty (30) days after Landlord's receipt of paid invoices for such items.

2.1.2 **Additional Allowance** . In addition to the 6290 Expansion Premises Improvement Allowance and the Existing Premises Improvement Allowance set forth in Section 2.1.1 , above, Tenant shall, but only if so elected by Tenant in writing prior to the date upon which Tenant commences to construct the Improvements in the 6290 Initial Premises, the 6290 Must-Take Premises or the Existing Premises (as applicable), be entitled to a one-time additional allowance in an amount not to exceed $15.00 per rentable square foot of each of the 6290 Initial Premises, the 6290 Must-Take Premises and the Existing Premises (the " **Additional Allowance** ") to be used solely for hard costs in the construction of the Improvements. In the event Tenant exercises

its right to use all or any portion of the Additional Allowance, the monthly installments of Base Rent for the applicable 6290 Initial Premises, the 6290 Must-Take Premises or the Existing Premises (as otherwise set forth in Section 4 of this Second Amendment) shall be increased by an amount equal to the "Additional Monthly Base Rent" (defined below) applicable to the 6290 Initial Premises, the 6290 Must-Take Premises or the Existing Premises (as the case may be). The " **Additional Monthly Base Rent** " shall mean the amount sufficient to fully amortize the Additional Allowance utilized by Tenant over the "Amortization Period" (as that term is defined below) based up on equal monthly payments of principal and interest throughout such Amortization Period, with interest imputed on the outstanding principal balance at the rate of eight point five percent (8.5%) per annum. The " **Amortization Period** " shall mean (i) for any Additional Allowance attributable to the 6290 Initial Premises, a period of seven (7) years commencing upon the Expansion Commencement Date, (ii) for any Additional Allowance attributable to the 6290 Must-Take Premises, the period from the 6290 Must-Take Premises Commencement Date through the New Expiration Date, and (iii) for any Additional Allowance attributable to the Existing Premises, the period commencing upon the earlier of (A) the date of substantial completion of Improvements in the Existing Premises or (B) the date which is sixty (60) days after the date Tenant commences construction of Improvements in the Existing Premises, through the New Expiration Date. In no event shall the Additional Monthly Base Rent be subject to abatement.

2.1.3 **Improvement Allowance Sunset Date** . Any portion of the first $1,500,000.00 of the Improvement Allowance which has not been used for Improvements and Miscellaneous Items in the 6290 Initial Premises on or before the last day of the sixteenth (16 th) full calendar month after the Expansion Commencement Date (the " **16 Month Deadline** ") shall remain with Landlord and Tenant shall have no further right thereto. Any portion of the Improvement Allowance over and above the first $1,500,000.00 which has not been used on or before the last day of the forty-eighth (48 th) full calendar month after the Expansion Commencement Date shall remain with Landlord and Tenant shall have no further right thereto. For clarity, Tenant’s use of at least $1,500,000.00 of the 6290 Minimum Allocation for Improvements and Miscellaneous Items in the 6290 Initial Premises on or before the 16 Month Deadline shall satisfy the condition imposed by this Section 2.1.3 on such $1,500,000.00 portion of the Improvement Allowance.

2.2 **Disbursement of the Improvement Allowance** .

2.2.1 **Monthly Disbursements** . On or before a designated day of each calendar month during the construction of the Improvements, Tenant shall pay the Contractor, on a progress-payment basis, pursuant to the terms of the Contract (and net of any retention provided in the Contract); provided, however, and notwithstanding any provision to the contrary contained in this Work Letter Agreement, at least five (5) business days prior to making such monthly disbursements (or thirty (30) days prior to request for any monthly disbursements of the Improvement Allowance), Tenant shall have delivered to Landlord: (i) a construction schedule showing, by trade, the percentage of completion of the Improvements in the applicable portion of the Premises, detailing the portion of the work completed and the portion not completed; (ii) copies of invoices from all of Tenant's Agents for labor rendered and materials delivered to the applicable portion of the Premises; (iii) executed mechanic's lien releases from all of Tenant's Agents which shall comply with the appropriate provisions, as reasonably determined by Landlord, of the California Civil Code;

and (iv) all other information reasonably requested by Landlord (collectively, the " **Payment Package** "). Tenant's submission of each Payment Package to Landlord and corresponding payment to Contractor shall be deemed Tenant's acceptance and approval of the work furnished and/or the materials supplied as set forth in such Payment Package.

2.2.2 **Final Payments** . Landlord shall pay to Tenant the remaining portion of the Improvement Allowance attributable to the 6290 Initial Premises within five (5) business days following the later to occur of (i) the Expansion Commencement Date, and (ii) the completion of construction of Improvements in the 6290 Initial Premises; provided, however, such completion of construction shall not be deemed to have occurred unless and until (*x*) Tenant delivers to Landlord properly executed mechanics lien releases in compliance with both California Civil Code Section 8136 and Section 8138, (*y*) Landlord has determined that no substandard work exists which adversely affects the mechanical, electrical, plumbing, heating, ventilating and air conditioning, life-safety or other systems of the 6290 Building, the curtain wall of the 6290 Building, or the structure or exterior appearance of the 6290 Building, and (*z*) Architect delivers to Landlord a certificate, in a form reasonably acceptable to Landlord, certifying that the construction of the Improvements in the 6290 Initial Premises has been substantially completed. Similarly, Landlord shall pay to Tenant the remaining portion of the Improvement Allowance attributable to the 6290 Must-Take Premises within five (5) business days following the completion of construction of Improvements in the 6290 Must-Take Premises; provided, however, such completion of construction shall not be deemed to have occurred unless and until (*x*) Tenant delivers to Landlord properly executed mechanics lien releases in compliance with both California Civil Code Section 8136 and Section 8138, (*y*) Landlord has determined that no substandard work exists which adversely affects the mechanical, electrical, plumbing, heating, ventilating and air conditioning, life-safety or other systems of the 6290 Building, the curtain wall of the 6290 Building, or the structure or exterior appearance of the 6290 Building, and (*z*) Architect delivers to Landlord a certificate, in a form reasonably acceptable to Landlord, certifying that the construction of the Improvements in the 6290 Must-Take Premises has been substantially completed. Finally, Landlord shall pay to Tenant the remaining portion of the Improvement Allowance attributable to the Existing Premises within five (5) business days following the completion of construction of Improvements in the Existing Premises; provided, however, such completion of construction shall not be deemed to have occurred unless and until (x) Tenant delivers to Landlord properly executed mechanics lien releases in compliance with both California Civil Code Section 8136 and Section 8138, (y) Landlord has determined that no substandard work exists which adversely affects the mechanical, electrical, plumbing, heating, ventilating and air conditioning, life-safety or other systems of the Existing Premises, the curtain wall of the Existing Premises, or the structure or exterior appearance of the Existing Premises, and (z) Architect delivers to Landlord a certificate, in a form reasonably acceptable to Landlord, certifying that the construction of the Improvements in the Existing Premises has been substantially completed.

2.3 **Building Standards for Improvements; Warm Shell Condition** . Tenant acknowledges that Landlord has established minimum specifications (the " **Building Standards for Improvements** ") for the Building standard components to be used in the construction of the Improvements in the 6290 Expansion Premises, which Building Standards for Improvements are set forth on **Schedule 1** attached hereto. Except for Building-standard doors, door hardware and

lock sets, as well as all other items expressly identified on **Schedule 1** as "not changeable," Landlord and Tenant hereby acknowledge and agree that Tenant is not required to use any of the specific items set forth in **Schedule 1** in the construction of the Improvements, but that such **Schedule 1** establishes the minimum quality and quantity of items listed thereon that are required with regard to the construction of the Improvements.

2.4 **Removal of Non-Conforming Improvements** . To the extent any particular Improvements do not conform to the Building Standards for Improvements (collectively, the " **Non-Conforming Improvements** "), and the same are identified for removal by Landlord at the time of Landlord's approval of the Construction Drawings, then Tenant, at its sole cost and expense, shall (A) remove any such Non-Conforming Improvements so identified for removal, (B) repair any damage caused by such removal, and (C) and return the affected portion of the Premises to the Warm Shell condition. Unless Landlord, in its sole and absolute discretion, rescinds such removal/repair/reconfiguration requirement in writing at least sixty (60) days prior to the end of the Lease Term, as amended, such removal and replacement of Non-Conforming Improvements shall be performed promptly and shall be completed by Tenant on or before the end of the Lease Term, as amended. Notwithstanding the foregoing or anything to the contrary contained herein, Landlord agrees that Tenant shall not be required to remove any of the existing leasehold improvements from the Existing Premises other than those items listed on **Schedule 2** attached hereto.

SECTION 3

CONSTRUCTION DRAWINGS

3.1 **Selection of Architect/Construction Drawings** . Subject to Landlord's approval, which approval shall not be unreasonably withheld, delayed, or conditioned, Tenant shall select and retain an architect/space planner (the " **Architect** ") to prepare the "Construction Drawings," as that term is defined in this Section 3.1 ; provided, however, Landlord hereby pre-approves Tony Mansour. Tenant shall retain (A) the structural, mechanical and electrical engineering consultants of its choice, subject to reasonable approval by Landlord (which approval shall not be unreasonably withheld, delayed or conditioned), and (B) subject to Landlord's approval (which approval shall not be unreasonably withheld, delayed, or conditioned), all other engineering consultants designated by Tenant (the " **Engineers** ") to prepare all plans and engineering working drawings relating to the structural, mechanical, electrical, plumbing, HVAC, lifesafety, and sprinkler work for the Improvements, which work is not part of the Base Building. The plans and drawings to be prepared by Architect and the Engineers hereunder shall be known collectively as the " **Construction Drawings** ." All Construction Drawings shall comply with the drawing format and specifications reasonably determined by Landlord, and shall be subject to Landlord's approval; provided, however, Landlord shall only disapprove any such Construction Drawing to the extent of a "Design Problem," as that term is defined below. Tenant and Architect shall verify, in the field, the dimensions and conditions as shown on the relevant portions of the base building plans, and Tenant and Architect shall be solely responsible for the same, and Landlord shall have no responsibility in connection therewith. Landlord's review of the Construction Drawings as set forth in this Section 3 , shall be for its sole purpose and shall not imply Landlord's review of the same, or obligate Landlord to review the same, for quality, design, Code compliance or other like matters. Accordingly,

notwithstanding that any Construction Drawings are reviewed by Landlord or its space planner, architect, engineers and consultants, and notwithstanding any advice or assistance which may be rendered to Tenant by Landlord or Landlord's space planner, architect, engineers, and consultants, Landlord shall have no liability whatsoever in connection therewith and shall not be responsible for any omissions or errors contained in the Construction Drawings, and Tenant's waiver and indemnity set forth in this Lease shall specifically apply to the Construction Drawings. A " **Design Problem** " is defined as, and shall be deemed to exist if there could be (i) an effect on the exterior appearance of the Project, (ii) an adverse effect on the Base Building (including without limitation the Building Structure), (iii) an adverse effect on the Building Systems or the operation and maintenance thereof, or (iv) any failure to comply with Applicable Laws or Code. Notwithstanding anything to the contrary contained herein, Landlord acknowledges that Tenant's security systems are fundamental to its business operations, and Landlord shall reasonably cooperate with Tenant, at no material extra cost to Landlord, to permit such security systems to be installed in the 6290 Expansion Premises in accordance with Tenant's reasonable security requirements. Landlord further acknowledges that the Improvements may include a truck well/loading and unloading area, as well as a data center, cafeteria, fitness, exercise and other on-site facilities (subject to Landlord's approval of Construction Drawings for any such item(s)), and that Landlord shall reasonably cooperate with Tenant, at no material extra cost to Landlord, in Tenant's design of such facilities.

3.2 **Final Space Plan** . Tenant shall supply Landlord with four (4) copies signed by Tenant of its final space plan for any portion of the Improvements before any architectural working drawings or engineering drawings have been commenced. The final space plan (the " **Final Space Plan** ") shall include a layout and designation of all offices, rooms and other partitioning, their intended use, and equipment to be contained therein. Landlord may request clarification or more specific drawings for special use items not included in the Final Space Plan. Landlord shall advise Tenant within five (5) business days after Landlord's receipt of the Final Space Plan for the applicable portion of the Improvements if the same is unsatisfactory or incomplete in any respect; provided, however, Landlord shall only disapprove such Final Space Plans to the extent of a Design Problem. If Tenant is so advised, Tenant shall promptly direct the Architect to cause the Final Space Plan to be revised to correct any deficiencies or other matters Landlord may reasonably require, and immediately thereafter Architect shall promptly re-submit the Final Space Plan to Landlord for its approval. Such procedure shall continue until the Final Space Plan is approved by Landlord.

3.3 **Final Working Drawings** . After the Final Space Plan has been approved by Landlord, Tenant shall supply the Engineers with a complete listing of standard and non-standard equipment and specifications, including, without limitation, B.T.U. calculations, electrical requirements and special electrical receptacle requirements for the applicable portion of the Improvements, to enable the Engineers and the Architect to complete the "Final Working Drawings" (as that term is defined below) in the manner as set forth below. Upon the approval of the Final Space Plan by Landlord and Tenant, Tenant shall promptly cause the Architect and the Engineers to complete the architectural and engineering drawings for the applicable portion of the Improvements, and Architect shall compile a fully coordinated set of architectural, structural, mechanical, electrical and plumbing working drawings in a form which is complete to allow subcontractors to bid on the work and to obtain all applicable permits (collectively, the " **Final Working Drawings** ") and shall submit the same to Landlord for Landlord's approval. Tenant shall

supply Landlord with four (4) copies signed by Tenant of such Final Working Drawings. Landlord shall, within five (5) business days after Landlord's receipt of all of the Final Working Drawings, either (i) approve the Final Working Drawings, (ii) approve the Final Working Drawings subject to specified conditions, which conditions must be stated in a reasonably clear and complete manner, and shall only be conditions reasonably intended to address a potential Design Problem, or (iii) disapprove and return the Construction Drawings to Tenant with requested revisions; provided, however, Landlord shall only disapprove such Final Working Drawings to the extent of a Design Problem. If Landlord disapproves the Final Working Drawings, Tenant may resubmit the Final Working Drawings to Landlord at any time, and Landlord shall approve or disapprove the resubmitted Final Working Drawings, based upon the criteria set forth in this Section 3.3 , within three (3) business days after Landlord receives such resubmitted Final Working Drawings. Such procedure shall be repeated until the Final Working Drawings are approved.

3.4 **Approved Working Drawings** . The Final Working Drawings shall be approved by Landlord (the " **Approved Working Drawings** ") prior to the commencement of construction of the applicable portion of the Improvements by Tenant. After approval by Landlord of the Final Working Drawings, Tenant shall submit the same to the appropriate municipal authorities for all applicable building permits. Tenant hereby agrees that neither Landlord nor Landlord's consultants shall be responsible for obtaining any building permit or certificate of occupancy for the applicable portion of the Improvements and that obtaining the same shall be Tenant's responsibility; provided, however, that Landlord shall cooperate with Tenant in executing permit applications and performing other ministerial acts reasonably necessary to enable Tenant to obtain any such permit or certificate of occupancy. No changes, modifications or alterations in the Approved Working Drawings may be made without the prior written consent of Landlord, provided, however, that Landlord may only disapprove of any such change to the extent the necessary to eliminate a Design Problem (as requested and approved, a " **Tenant Change** ").

3.5 **Electronic Approvals** . Notwithstanding any provision to the contrary contained in the Lease or this Work Letter Agreement, Landlord may, in Landlord's sole and absolute discretion, transmit or otherwise deliver any of the approvals required under this Work Letter via electronic mail to Tenant's representative identified in Section 5.1 of this Work Letter, or by any of the other means identified in Section 29.18 of this Lease.

SECTION 4

CONSTRUCTION OF THE IMPROVEMENTS

4.1 **Tenant's Selection of Contractors** .

4.1.1 **The Contractor** . To the extent applicable, a general contractor shall be retained by Tenant to construct the Improvements. Such general contractor (" **Contractor** ") shall be selected by Tenant, subject to Landlord's prior approval thereof, which approval shall not be unreasonably withheld or delayed.

4.1.2 **Tenant's Agents** . All subcontractors, laborers, materialmen, and suppliers used by Tenant (such subcontractors, laborers, materialmen, and suppliers, and the Contractor to

be known collectively as " **Tenant's Agents** ") must be approved in writing by Landlord, which approval shall not be unreasonably withheld or delayed. If Landlord does not approve any of Tenant's proposed subcontractors, laborers, materialmen or suppliers, Tenant shall submit other proposed subcontractors, laborers, materialmen or suppliers for Landlord's written approval.

4.2 **Construction of Improvements by Tenant's Agents** .

4.2.1 **Construction Contract; Final Costs** . To the extent a construction contract of any type, scope or nature is entered into by Tenant in connection with the Improvements identified herein, prior to Tenant's execution of the construction contract and general conditions with Contractor (the " **Contract** "), Tenant shall submit the Contract to Landlord for its approval, which approval shall not be unreasonably withheld or delayed. Prior to the commencement of the construction of the Improvements, and after Tenant has accepted all bids for the Improvements, Tenant shall provide Landlord with a detailed breakdown, by trade, of the final costs to be incurred or which have been incurred in connection with the design and construction of the Improvements to be performed by or at the direction of Tenant or the Contractor, which costs form a basis for the amount of the Contract (the " **Final Costs** "). To the extent applicable during its construction of the Improvements, Tenant shall make monthly progress payments to the Contractor pursuant to Section 2.2.1 of this Work Letter Agreement.

4.2.2 **Tenant's Agents** .

4.2.2.1 **Landlord's General Conditions for Tenant's Agents and Improvement Work** . Tenant's and Tenant's Agent's construction of the Improvements shall comply with the following: (i) the Improvements shall be constructed in strict accordance with the Approved Working Drawings; (ii) Tenant's Agents shall submit schedules of all work relating to the Tenant's Improvements to Contractor and Contractor shall, within five (5) business days of receipt thereof, inform Tenant's Agents of any changes which are necessary thereto, and Tenant's Agents shall adhere to such corrected schedule; and (iii) Tenant shall abide by all rules made by Landlord's Building manager with respect to the use of freight, loading dock and service elevators, storage of materials, coordination of work with the contractors of other tenants, and any other matter in connection with this Work Letter Agreement, including, without limitation, the construction of the Improvements. Tenant shall pay a logistical coordination fee (the " **Coordination Fee** ") to Landlord in an amount equal to the product of (A) one percent (1.0%) and (B) an amount equal to the "hard costs" incurred for the actual construction of the Improvements; provided, however, in no event shall the amount of such "hard costs" be deemed to exceed the amount of the Improvement Allowance; provided further, however, Landlord and Tenant hereby acknowledge that such Coordination Fee shall be for services relating to the coordination of the construction of the Improvements.

4.2.2.2 **Indemnity** . Tenant's indemnity of Landlord as set forth in this Lease shall also apply with respect to any and all costs, losses, damages, injuries and liabilities related in any way to any act or omission of Tenant or Tenant's Agents, or anyone directly or indirectly employed by any of them, or in connection with Tenant's non-payment of any amount arising out of the Improvements and/or Tenant's disapproval of all or any portion of any request for payment. Such indemnity by Tenant, as set forth in this Lease, shall also apply with respect to any and all costs, losses, damages, injuries and liabilities related in any way to Landlord's performance of any

ministerial acts reasonably necessary (i) to permit Tenant to complete the Improvements, and (ii) to enable Tenant to obtain any building permit or certificate of occupancy for the 6290 Initial Premises or the 6290 Must-Take Premises (as the case may be).

4.2.2.3 **Requirements of Tenant's Agents** . Each of Tenant's Agents shall guarantee to Tenant and for the benefit of Landlord that the portion of the Improvements for which it is responsible shall be free from any defects in workmanship and materials for a period of not less than one (1) year from the date of completion thereof. Each of Tenant's Agents shall be responsible for the replacement or repair, without additional charge, of all work done or furnished in accordance with its contract that shall become defective within one (1) year after the completion of the work performed by such contractor or subcontractors. The correction of such work shall include, without additional charge, all additional expenses and damages incurred in connection with such removal or replacement of all or any part of the Improvements, and/or the applicable building and/or Common Areas that may be damaged or disturbed thereby. All such warranties or guarantees as to materials or workmanship of or with respect to the Improvements shall be contained in the Contract or subcontract and shall be written such that such guarantees or warranties shall inure to the benefit of both Landlord and Tenant, as their respective interests may appear, and can be directly enforced by either. Tenant covenants to give to Landlord any assignment or other assurances which may be necessary to effect such right of direct enforcement.

4.2.2.4 **Insurance Requirements .**

4.2.2.4.1 General Coverages . All of Tenant's Agents shall carry worker's compensation insurance covering all of their respective employees, and shall also carry public liability insurance, including property damage, all with limits, in form and with companies as are required to be carried by Tenant as set forth in this Lease.

4.2.2.4.2 Special Coverages . Tenant shall carry "Builder's All Risk" insurance in an amount approved by Landlord covering the construction of the Improvements, and such other insurance as Landlord may require, it being understood and agreed that the Improvements shall be insured by Tenant pursuant to the Lease immediately upon completion thereof; provided, however, to the extent such insurance is not available on a commercially reasonable basis, then Tenant shall not be required to carry such insurance. Such insurance shall be in amounts and shall include such extended coverage endorsements as may be reasonably required by Landlord including, but not limited to, the requirement that all of Tenant's Agents shall carry excess liability and Products and Completed Operation Coverage insurance, each in amounts not less than $500,000 per incident, $1,000,000 in aggregate, and in form and with companies as are required to be carried by Tenant as set forth in the Lease.

4.2.2.4.3 General Terms . Certificates for all insurance carried pursuant to this Section 4.2.2.4 shall be delivered to Landlord before the commencement of construction of the Improvements and before the Contractor's equipment is moved onto the site. All such policies of insurance must contain a provision that the company writing said policy will give Landlord thirty (30) days prior written notice of any cancellation or lapse of the effective date or any reduction in the amounts of such insurance. In the event that the Improvements are damaged by any cause during the course of the construction thereof, Tenant shall immediately repair the same

at Tenant's sole cost and expense. Tenant's Agents shall maintain all of the foregoing insurance coverage in force until the Improvements are fully completed and accepted by Landlord, except for any Products and Completed Operation Coverage insurance required by Landlord, which is to be maintained for ten (10) years following completion of the work and acceptance by Landlord and Tenant. All policies carried under this Section 4.2.2.4 shall insure Landlord and Tenant, as their interests may appear, as well as Contractor and Tenant's Agents. All insurance, except Workers' Compensation, maintained by Tenant's Agents shall preclude subrogation claims by the insurer against anyone insured thereunder. Such insurance shall provide that it is primary insurance as respects the owner and that any other insurance maintained by owner is excess and noncontributing with the insurance required hereunder. The requirements for the foregoing insurance shall not derogate from the provisions for indemnification of Landlord by Tenant under Section 4.2.2.2 of this Work Letter Agreement. Landlord may, in its reasonable discretion, require Tenant to obtain a lien and completion bond or some alternate form of security satisfactory to Landlord in an amount sufficient to ensure the lien-free completion of the Improvements and naming Landlord as a co-obligee.

4.2.3 **Governmental Compliance** . The Improvements shall comply in all material respects with the following: (i) the Code and other state, federal, city or quasi-governmental laws, codes, ordinances and regulations, as each may apply according to the rulings of the controlling public official, agent or other person; (ii) applicable standards of the American Insurance Association (formerly, the National Board of Fire Underwriters) and the National Electrical Code; and (iii) building material manufacturer's specifications.

4.2.4 **Inspection by Landlord** . Landlord shall have the reasonable right to inspect the Improvements at all times, provided however, that Landlord's failure to inspect the Improvements shall in no event constitute a waiver of any of Landlord's rights hereunder nor shall Landlord's inspection of the Improvements constitute Landlord's approval of the same. Should Landlord disapprove any portion of the Improvements, Landlord shall notify Tenant in writing of such disapproval and shall specify the items disapproved. Any defects or deviations in, and/or disapproval by Landlord of, the Improvements shall be rectified by Tenant at no expense to Landlord, provided however, that in the event Landlord determines that a defect or deviation exists or disapproves of any matter in connection with any portion of the Improvements and such defect, deviation or matter might adversely effect the mechanical, electrical, plumbing, heating, ventilating and air conditioning or life-safety systems of the applicable building, the structure or exterior appearance of the applicable building or any other tenant's use of such other tenant's leased premises, Landlord may, take such action as Landlord deems necessary, at Tenant's expense and without incurring any liability on Landlord's part, to correct any such defect, deviation and/or matter, including, without limitation, causing the cessation of performance of the construction of the Improvements until such time as the defect, deviation and/or matter is corrected to Landlord's satisfaction.

4.2.5 **Meetings** . Tenant and Landlord shall hold regular meetings at reasonable times (but in no event to be required more often than weekly), with the Architect and the Contractor regarding the progress of the preparation of Construction Drawings and the construction of the Improvements, which meetings shall be held at a location and at times mutually and reasonably agreed upon by Landlord and Tenant, and Landlord and/or its agents shall receive prior notice of,

and shall have the right to attend, all such meetings, and, upon Landlord's request, certain of Tenant's Agents shall attend such meetings. In addition, minutes shall be taken at all such meetings, a copy of which minutes shall be promptly delivered to Landlord. One such meeting each month shall include the review of Contractor's current request for payment.

4.3 **Notice of Completion; Copy of Record Set of Plans**. Within ten (10) business days after completion of construction of the Improvements, Tenant shall cause a Notice of Completion to be recorded in the office of the Recorder of San Diego County in accordance with the Civil Code of the State of California, and shall furnish a copy thereof to Landlord upon such recordation. If Tenant fails to do so, Landlord may execute and file the same on behalf of Tenant as Tenant's agent for such purpose, at Tenant's sole cost and expense. At the conclusion of construction, (i) Tenant shall cause the Architect and Contractor (A) to update the Approved Working Drawings as necessary to reflect all changes made to the Approved Working Drawings during the course of construction, (B) to certify to the best of their knowledge that the "record-set" of as-built drawings are true and correct, which certification shall survive the expiration or termination of this Lease, and (C) to deliver to Landlord two (2) sets of copies of such record set of drawings, and (ii) Tenant shall deliver to Landlord a copy of all warranties, guaranties, and operating manuals and information relating to the improvements, equipment, and systems in the applicable portion of the Premises.

SECTION 5

MISCELLANEOUS

5.1 **Tenant's Representative**. Tenant has designated James Gillard as its sole representative with respect to the matters set forth in this Work Letter Agreement (whose e-mail address for the purposes of this Work Letter is jgillard@dexcom.com, who shall have full authority and responsibility to act on behalf of the Tenant as required in this Work Letter Agreement.

5.2 **Landlord's Representative**. Landlord has designated Mr. Jake Brehm as its sole representative with respect to the matters set forth in this Work Letter Agreement (whose e-mail address for the purposes of this Work Letter is jbrehm@kilroyrealty.com), who, until further notice to Tenant, shall have full authority and responsibility to act on behalf of the Landlord as required in this Work Letter Agreement.

5.3 **Time of the Essence in This Work Letter Agreement**. Unless otherwise indicated, all references herein to a "number of days" shall mean and refer to calendar days. If any item requiring approval is timely disapproved by Landlord, the procedure for preparation of the document and approval thereof shall be repeated until the document is approved by Landlord.

SCHEDULE 1 TO EXHIBIT B

BUILDING STANDARDS FOR IMPROVEMENTS

The following Improvements Standards identify the minimum quality for items used in the construction of Improvements.

All Improvements work shall comply with this Building Standard for a minimum quality of material and general design guidelines for specific design criteria, product specifications and means and methods to be employed during the execution of the work.

STANDARD PARTITIONS

DEMISING PARTITION

a. 3-5/8" x 25 min. gauge metal studs @ 16" on center.
b. 1 layer each side 5/8" thick type ‘x’ gypsum wallboard (where required).
c. From floor slab to underside of concrete and metal deck floor/roof structure.
d. R11 batt sound insulation in partition cavity (portion of walls – corridor, bathrooms & some office).
e. Partition taped and sanded smooth to receive paint.
f. Fire caulk @ partition and metal deck as required by City of San Diego.
g. Provide minimum opening above ceiling as required for return air, with sound boots.

INTERIOR PARTITION

a. 2-1/2" x 25 gauge metal studs @ 24" on center.
b. 1 layer each side 5/8" thick type ‘x’ gypsum wallboard. From floor slab to underside of ceiling grids as applicable. Height may vary.
c. Diagonal Bracing: 2-1/2" x 25 gauge metal studs at 45 degree diagonal to structure above staggered @ 4’-0" on center, and at door openings.
d. Partition taped and sanded smooth to receive paint to a minimum of Level 4 finish.
e. Metal corner bead at terminations of partitions and at the ceiling.
f. All demising walls and tenant conference room walls to receive R-11 batt insulation within partition cavity and four foot on either side of partition over ceiling.

INTERIOR ONE-HOUR SEPARATION PARTITION

a. Same as demising partition with fire dampers as required for penetrations and return air.
b. Type X 5/8" wallboard shall be fire taped where fire ratings are required.

INTERIOR LOW PARTITION

a. 2-1/2" x 25 gauge metal studs @ 16" on center.
b. 1 layer each side and top 5/8" thick type ‘x’ gypsum wallboard.
c. Heights vary to maximum of 68" above floor.
d. Metal corner beads at all exposed corners.
e. Partition taped and sanded smooth to receive paint to a minimum of Level 4 finish.
f. Pipe support at free end within partition cavity and every 4’ on center.

EXTERIOR WALL FURRING

a. Below glazing sill and above glazing head, 1 layer 5/8" thick gypsum wallboard.
b. Taped and sanded smooth to receive paint.

COLUMN FURRING

a. 2-1/2" x 25 gauge metal studs @ 24" on center.
b. 1 layer one side 5/8" thick type ‘x’ gypsum wallboard.
c. From floor slab to 6" above ceiling grid or to deck above.
d. Partition taped and sanded smooth to receive paint to a minimum of Level 4 finish.

DOORS, FRAMES AND HARDWARE

SINGLE CORRIDOR DOOR AND HARDWARE

a. Single leaf U.L. rated, 20-minute suite entry door label attached to hinge side of door, 1-3/4" x 3’-0" x 8’-10", solid core wood, clear plain sliced select white maple, book matched edges. Door shall be pre-finished and pre-mortised for hardware.
b. Frame: 3’-0" x 8’-10" " Western Integrated prefinished satin aluminum with clear coat with squared edge, 20-minute fire rated.
c. Hardware: Butts: two pair per door, Hager 700; Door Hardware: Schlage "L" Series, Lever style #17, A-Wrought Rose- typ.; Entrance Lockset # L9453P-626, Latchset # L9010P-626, and Office Lockset # L9050-626; Door Stop: Hager 236W, concave wall stop; Closer: LCN #1461FC (where required); typical hardware finish: satin aluminum or satin stainless steel throughout unless otherwise noted.
d. Closer at entry doors and any rated doors required by code: LCN 1460 Series, 4111 cylinder for accessibility.

DOUBLE CORRIDOR DOOR AND HARDWARE

a. Double leaf U.L. rated 20-minute suite entry doors with label attached to hinge side of doors, 1-3/4" x 6’-0" x 8’-10", solid core wood, clear plain sliced select white maple, book matched edges. Door shall be pre-finished and pre-mortised for hardware. Book match face veneers with premium veneers grade of doors with matching veneer at vertical edge.
b. Door shall be pre-finished and mortised for hardware.
c. Frame: 6’-0" x 8’-10", ‘Western Integrated’ prefinished satin aluminum with clear coat with squared edge, 20-minute fire rated.
d. Hardware: Same as above modified and supplemented for double doors.

SINGLE INTERIOR DOOR AND HARDWARE

a. Single leaf, 1-3/4" x 3’-0" x 8’-10", solid core wood, 5 ply, plain sliced maple veneer, clear finish and premium grade.
b. Matching veneer at vertical edges.
c. 20-minute rated with label attached to hinge side of door.
d. Door shall be prefinished and mortised for hardware.
e. Frame: 3’-0" x 8’-10", ‘Western Integrated’ flush trim clear anodized extruded aluminum, 20-minute fire rated.

f. Hardware: Schlage "L" Series: Lever style #17, A- Wrought Rose, finish 626 satin chrome. Corbin Russwin cylinders with an inter-changeable core and keyway. Hinges: AB700, 4.5 x 4.5, ‘Hager’, finish: stainless steel – satin. Stop: ‘Trimco’ 1211 series, finish 626.

g. Sidelights shall be provided at all private offices as applicable.

DOUBLE INTERIOR DOOR AND HARDWARE

a. Double leaf, 1-3/4" x 6’-0" x 8’-10", solid core wood, 5 ply, plain sliced maple veneer, clear finish and premium grade.

b. Match face veneers of doors. Matching veneer at vertical edges.

c. 20-minute rated with label attached to hinge side of the door.

d. Door shall be prefinished and mortised for hardware.

e. Frame: 6’-0" x 8’-10", ‘Western Intgrated’ flush trim clear anodized extruded aluminum, 20-minute fire rated.

f. Hardware: Schlage "L" Series: Lever style #17, A- Wrought Rose- typ, finish 626 hardware finish 626 satin chrome. Corbin Russwin cylinders with an inter-changeable core and D3 keyway. Hinges: AB700, 4.5 x 4.5, ‘Hager’, finish: stainless steel – satin. Stop: ‘Trimco’ 1211 series, finish 626. Auto flush bolts: DCI No. 942, finish to match 626. Coordinator: DCI No. 600 series, finish to match 626. Closer: LCN 4041 series, parallel arm-heavy duty, finish: to match 626. Closer: LCN 4041 series, parallel arm-heavy duty, finish to match 626. Astragal: ‘Pemco’ 355CV.

OPTIONAL DOORS AS APPROVED BY LANDLORD

a. Optional Doors as Selected by the Tenant for the tenant’s interior space may be submitted as outlined below subject to Landlords Approval:

- Premium Grade wood doors with single glass lites with a stained and lacquered finish. Colors to match building standard, subject to Landlord Approval
- Herculite Glass Doors with Stainless Steel Styles at top and bottom and concealed hinges.
- Aluminum Storefront Doors with clear anodized finish set in Aluminum frames to match.

ACOUSTICAL CEILINGS

a. 2’ X 2’ x 9/16" Armstrong, Superfine XL 9/16" exposed tee system, finish: matte white, Steel T-bar grid system with wire suspension and seismic bracing per code.

b. Tile: 24" X 24" X 7/8" Armstrong acoustical tile; Pattern - Dune with tegular edge detail: Color - white.

c. Optional Ceiling Tile and Grid as Selected by the Tenant for the tenant’s interior space may be submitted as outlined below subject to Landlords Approval.

d. Premium Grade Architectural Ceiling Tile and Grid subject to code compliance with textures and finishes as selected by tenant, subject to Landlord Approval.

e. Tenant may elect to design an open ceiling plan subject to Landlords Approval.

f. Open Ceilings may incorporate the following:

- Floating Architectural Ceilings with Composo Edges and trims.
- Floating Hard lid ceilings.
- Painted and Exposed Structure for Loft Style Architectural Impact.

ELECTRICAL

The main base building electrical service consists of a 1,200 Amp, 480/277 Volt 3 Phase, 4 Wire Switch board identified as HSE located within an electrical room for house panels and core services

A separate 3,000 Amp, 480/277 Volt - 3 Phase - 4 wire Switchboard identified as "MSE" is also located within the electrical room for tenant distribution.

277v distribution, lighting panels, transformers and 120v convenience power panels shall be part of the Premise Improvements.

All electrical distribution shall be fully engineered in compliance with local building codes, the National Electric Code and California Title 24 and shall be subject to Landlords review and approval.

Tenant electrical drawings shall include a review of the base building electrical drawings to include all necessary metering, distribution and connections.

Tenant electrical design, fixtures and components shall be subject to certification by Landlord's consultant.

LIGHT FIXTURES

a. Recessed Columbia 2x4 Direct/Indirect Fluorescent Fixture. (Verify and Match existing)
    a. STR24-2326-MPO-EB8277
    b. Micro Perforated Mesh Lamp Shield.
    c. (2) T-8 lamps per fixture with electronic rapid start ballast
    d. Lamps: Phillips 32 Watt
    e. Color 3500K
b. Recessed Columbia 2x2 Direct/Indirect Fluorescent Fixture. (Verify and Match existing)
    a. STR22-217G-MPO-EB8277
    b. Micro Perforated Mesh Lamp Shield.
    c. (2) T-8 lamps per fixture with electronic rapid start ballast
    d. Lamps: (2) 17w WT8-82CRI
    e. Color 3500K
c. Delray Rocket II Pendant Hung Compact Fluorescent Light Fixtures
d. Verve II Suspended Linear Indirect Fixture

Tenant may elect to use additional or alternate Architectural Lighting subject to Landlords Approval of Plans and Specs.

LIGHT CONTROLS

a. Novitas Sensors.
b. Wall - #01-DL401.
c. Ceiling: One Way 01-100.
d. Ceiling: Two Way 01-110

ELECTRICAL WALL OUTLET

a. Specification Grade, Leviton 15A, 125V, Decora/single switch.
b. Color - White.
c. Mounted vertically.
d. Outlet height at 15" above finish floor to centerline of outlet U.O.N. as required for ADA compliance.

TELEPHONE WALL OUTLET

a. Mud ring cut into wall - mounted vertically.
b. ¾" metal conduit stub above ceiling with 6" pigtail at top of wall.
c. Cover plate and wiring by Tenant's telephone vendor.

EXIT SIGN LIGHTS

a. Alkco Edge-Glo Exit /Directional signs, recessed ceiling mounted LED housing, green letters on a clear panel background or equivalent.
b. Provide exit lights with battery back up at all exits required by code.
c. All life safety items including horns & strobes and speaker shall have white covers.

AUTOMATIC FIRE SPRINKLERS

a. Fully fire sprinklered building with main and branch distribution lines available for tenant modification.
b. Reliable sprinkler model "G" pendant semi-recessed sprinkler with white sprinkler and escutcheon.
   - 165 degree Fahrenheit temperature rating.
c. Reliable sprinkler model "G4" concealed sprinkler head with white cover plate. (To be used in all public areas).
   - 165 degree Fahrenheit temperature rating.

HEATING AND AIR CONDITIONING DISTRIBUTION

All mechanical design shall be fully engineered in compliance with local building codes, the Uniform Mechanical Code and California Title 24.

All new mechanical fixtures and components shall be subject to certification by Landlord's consultant.

AIR DISTRIBUTION FOR TYPICAL FLOORS

Interior Zones shall be conditioned by Water Source Heat Pumps and installed as part of the tenant improvements. Water Source Heat Pumps shall be sized as required to meet ASHREA standards and equipped with Vibration Isolators, Balancing Valves, Strainers, Flow Controls and Shut Off Valves.

Condenser water is delivered to the individual floors by a condenser water loop that is sized as required and installed as a part of the shell construction.

Each zone shall be controlled by an electronic thermostats tied back to the base building energy management system.

Tenant may elect to design an open ceiling plan with existing exposed galvanized rigid ductwork configured as required for tenant distribution of conditioned air.

Air delivery above concealed ceiling spaces may be via low pressure, insulated ducting with air diffusers as described below. Diffusers may be any one of the following as selected by the tenant and tenant's Architect.

- Lay-in tile ceiling diffusers.
- Architectural air-bar linear diffusers.
- Light troffer diffusers.

PLUMBING

All plumbing design shall be fully engineered in compliance with local building codes, the Uniform Plumbing Code and California Title 24.

All new plumbing fixtures shall be subject to certification by Landlord's consultant.

Approved plumbing fixtures include:

a. "Elkay" Pacemaker sink # PSR-1720 - stainless steel, two faucet holes, or equivalent.
b. Hi-Arc Dual Handle bar faucet by "Elkay" # LK-2437-BH or equivalent.
c. Undercounter Dishwasher: Asko model #D1706, suitable for ADA requirements.
d. Garbage Disposal: Insinkerator, Model #77, ¾ horsepower, stainless steel construction.

FINISHES

GLAZING / WINDOW FRAMES AT OFFICES & CONFERENCE ROOM:

a. Shall be Western Integrated aluminum, 3-3/4" or 4-7/8" throat, pre-finished satin aluminum w/ clear coat with squared edge- to match standard door frames style and color.
b. ¼" glazing, clear, tempered where required by code.
c. Side-lite glazing, size: 1'-6" wide by full height (inside window frame to window frame)
d. All private office shall have side-lites.

PAINT

a. Manufacturer: As approved Landlord.
b. Two coats minimum semi-gloss interior latex washable paint.
c. Include paint on tenant side of demising partition, both sides of interior partition, above and below exterior glazing as required and all column fur outs and perimeter walls.

FLOOR COVERING/LOBBY & COMMON AREAS

a. Carpet: Loop: 28 oz. or equal, Manufacture as approved Landlord.
b. Direct glue down installation for all carpet.
c. 12 x 12 Vinyl Tile shall be 'Armstrong' or approved equal.
d. Optional architectural flooring as approved by Landlord

TILE FLOORING

a. Ceramic tile or Natural stone as selected by tenant subject to Landlord's approval.

BASE

a. 2-1/2" Rubber Base by Roppe
b. 2 ½" tile base in tiled areas as approved by Landlord.

PLASTIC LAMINATE

a. Formica, Wilsonart or approved equal.

WINDOW COVERINGS

a. Exterior window covering to be PVC Perforated Vertical Blinds.
b. Blinds to be sized to fit inside window module.
c. MechoShade –With Landlord's prior approval, manually operated units are to receive ThermoVeil 0900 Series Privacy Weave ShadeCloth with an approximate openness factor of 0-1%. Color is to match (0910 Light Grey) the fabric used on the shades.

FIRE/LIFE SAFETY

Fire Life Safety components shall be furnished and installed as required by the City of San Diego Fire Marshall and installed by the Landlord's Building Life Safety contractor at the Tenant's sole cost and expense.

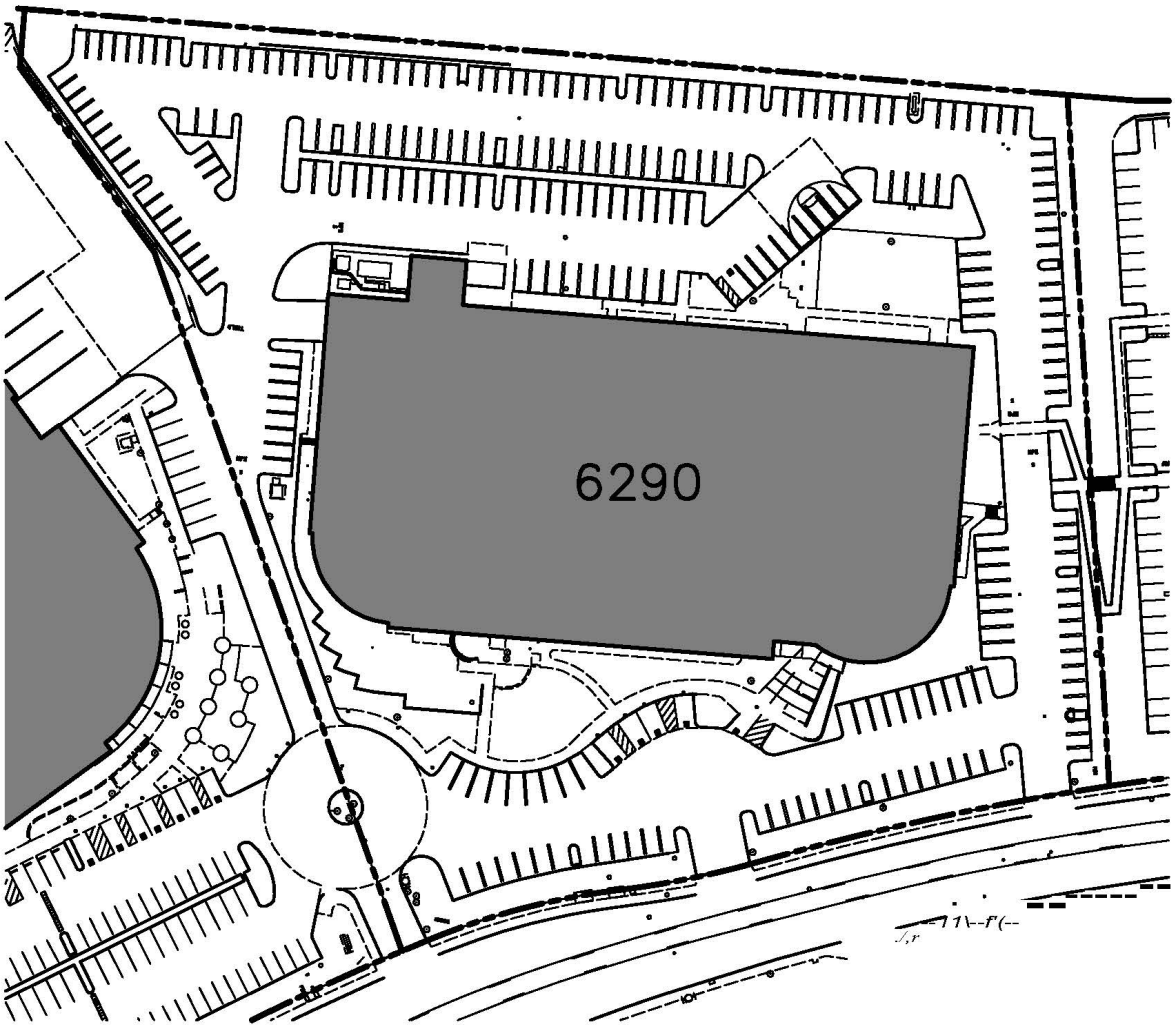
SCHEDULE 2 TO EXHIBIT B

NON-CONFORMING IMPROVEMENTS CURRENTLY EXISTING IN EXISTING PREMISES

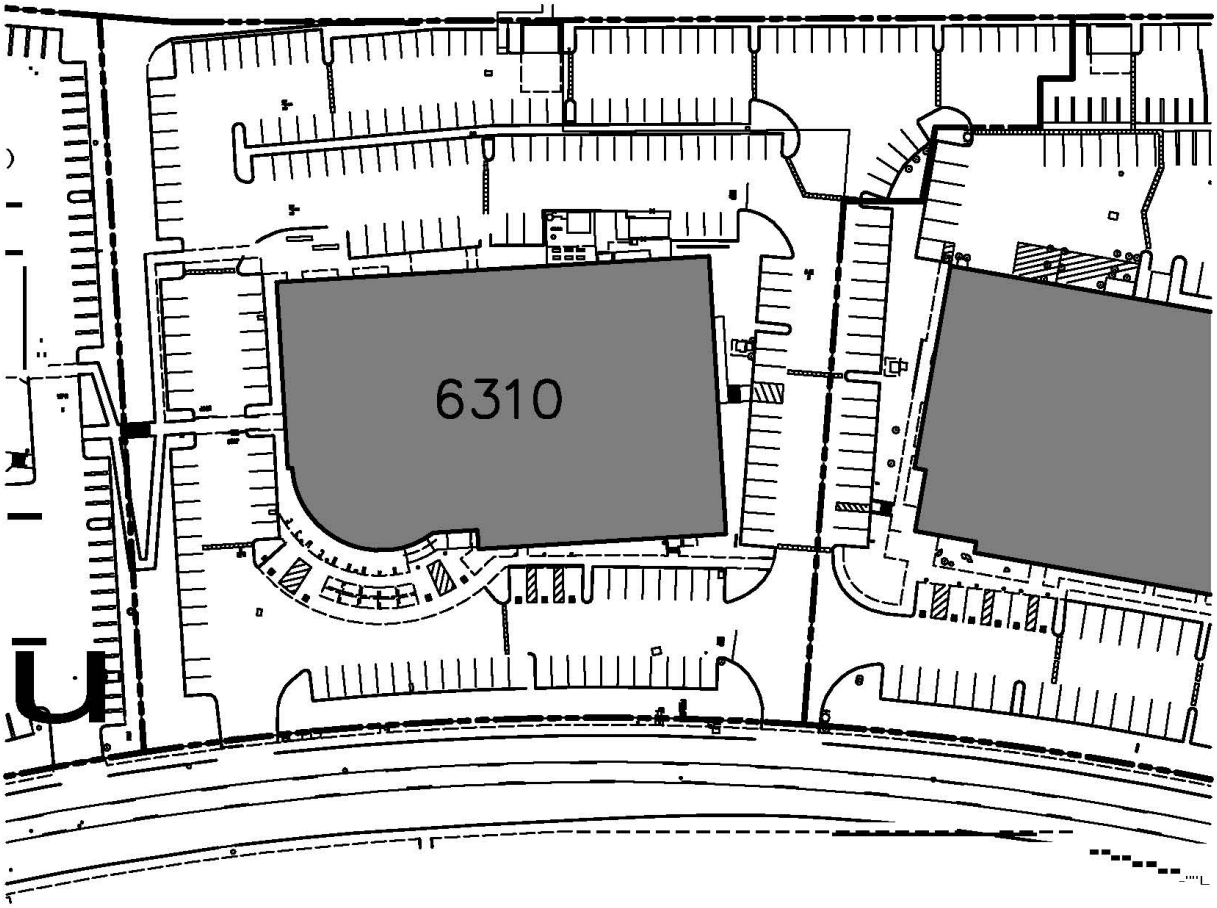
- Remove compressed air, nitrogen, and vacuum lines throughout the building as well as the associated systems.
- Remove ceiling receptacles throughout lab space.
- Remove security systems including card access and cameras.
- Remove supplemental HVAC systems that are not in good working order as of the New Expiration Date, as the same may be extended (but Tenant shall have no obligation to remove any of the associated steel roof supports).

EXHIBIT C

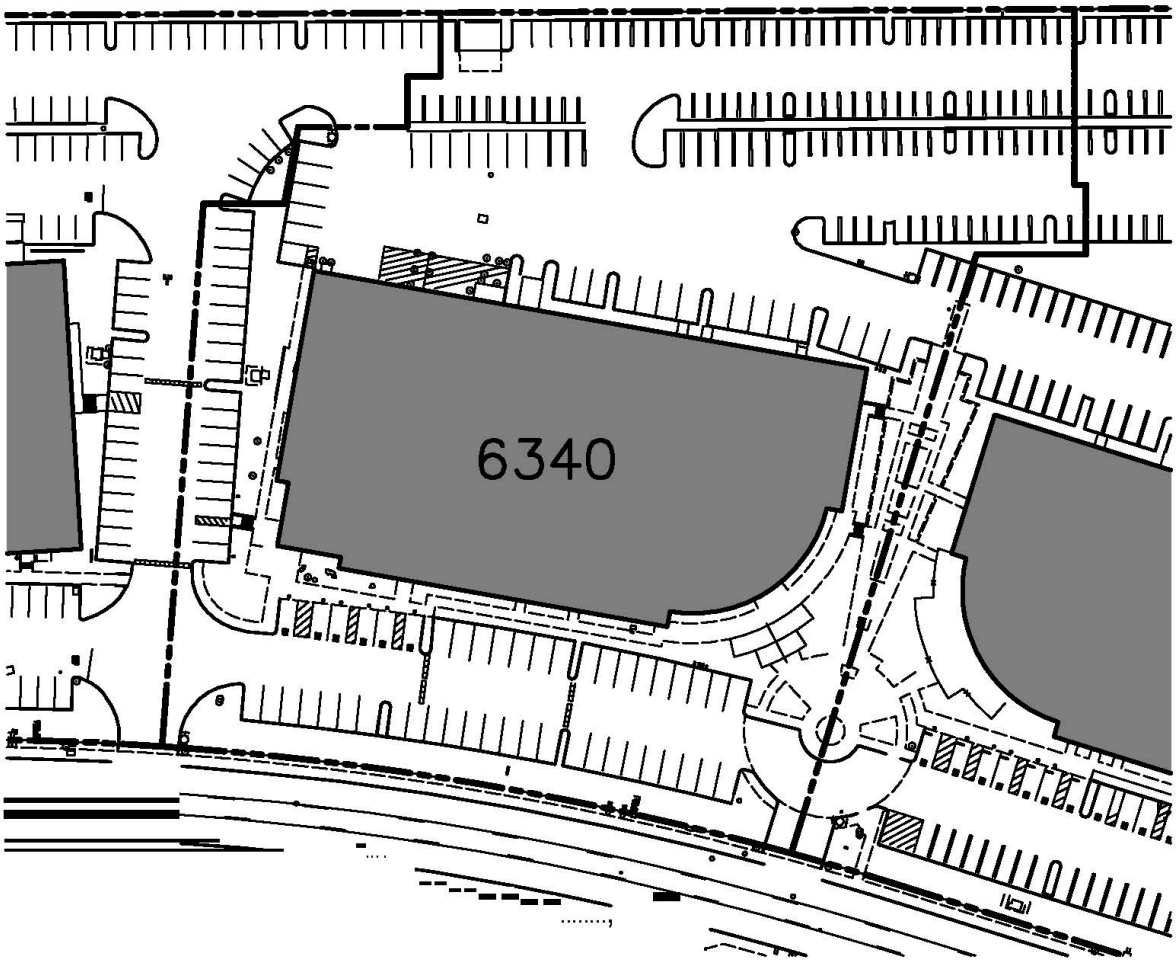
PARKING AREAS



6290 SEQUENCE DRIVE



6310 SEQUENCE DRIVE



6340 SEQUENCE DRIVE

EXHIBIT D

PRE-APPROVED LOGO

4811-3588-9950, v. 4

Exhibit 21.01

DEXCOM, INC.

SUBSIDIARY **(Name under which subsidiary does business)**	**JURISDICTION OF INCORPORATION**
DXCM Sweden AB	Sweden
SweetSpot Diabetes Care, Inc.	Delaware

Exhibit 23.01

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the incorporation by reference in the following Registration Statements:

(1) Registration Statements (Form S-3 Nos. 333-180420, 333-182458, and 333-199994) of DexCom, Inc., and

(2) Registration Statements (Form S-8 Nos. 333-124059, 333-138174, 333-145159, 333-149734, 333-158993, 333-166552, 333-172604, 333-180421, 333-188305, and 333-195660) pertaining to the 2005 Equity Incentive Plan, 2005 Employee Stock Purchase Plan, and 1999 Stock Option Plan of DexCom, Inc.;

of our reports dated February 25, 2015 , 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, 2014.

/s/ Ernst & Young LLP

San Diego, California
February 25, 2015

Exhibit 31.01

CERTIFICATION OF CHIEF EXECUTIVE OFFICER
PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

I, Kevin R. Sayer, certify that:

1. I have reviewed this annual report on Form 10-K of DexCom, Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

a) designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including any 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 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 25, 2015

By: /s/ Kevin R. Sayer

Kevin R. Sayer
President & Chief Executive Officer
(Principal Executive Officer)

Exhibit 31.02

CERTIFICATION OF CHIEF FINANCIAL OFFICER
PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

I, Jess Roper, 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 any 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 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 25, 2015

By: /s/ Jess Roper

Jess Roper
Chief Financial Officer
(Principal Financial and Accounting Officer)

Exhibit 32.01

CERTIFICATION OF CHIEF EXECUTIVE OFFICER
PURSUANT TO
18 U.S.C SECTION 1350

The undersigned, Kevin R. Sayer , the 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 period ended December 31, 2014 of the Company (the "Report") fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934.

(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 25, 2015

/s/ Kevin R. Sayer

Kevin R. Sayer
President & Chief Executive Officer
(Principal Executive Officer)

Exhibit 32.02

CERTIFICATION OF CHIEF FINANCIAL OFFICER
PURSUANT TO
18 U.S.C. SECTION 1350

The undersigned, Jess Roper, Chief Financial Officer of DexCom, Inc. (the "Company"), pursuant to 18 U.S.C. §1350, hereby certifies:

(i) the Annual Report on Form 10-K for the period ended December 31, 2014 of the Company (the "Report") fully complies with the requirements of Section 13(a) and 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 25, 2015

/s/ Jess Roper

Jess Roper
Chief Financial Officer
(Principal Financial and Accounting Officer)