As filed with the Securities and Exchange Commission on February 15, 2005

Registration Number 333-122454

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

Amendment No. 1
to
Form S-1

REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933

DexCom, Inc.

(Exact name of Registrant as specified in its charter)

Delaware	**3841**	**33-0857544**
(State or other jurisdiction of incorporation or organization)	(Primary Standard Industrial Classification Code Number)	(I.R.S. Employer Identification Number)

DexCom, Inc.
5555 Oberlin Drive
San Diego, California 92121
(858) 200-0200
(Address, including zip code, and telephone number, including area code, of Registrant's principal executive offices)

Andrew P. Rasdal
President and Chief Executive Officer
DexCom, Inc.
5555 Oberlin Drive
San Diego, California 92121
(858) 200-0200
(Name, address, including zip code, and telephone number, including area code, of agent for service)

Copies to:

Gordon K. Davidson, Esq. **Robert A. Freedman, Esq.** **Nicholas S. Khadder, Esq.** **FENWICK & WEST LLP** **801 California Street** **Mountain View, California 94041** **(650) 988-8500**	**Charles Ruck, Esq.** **Shayne Kennedy, Esq.** **LATHAM & WATKINS LLP** **650 Town Center Drive** **Suite 2000** **Costa Mesa, California 92626** **(714) 540-1235**

Approximate date of commencement of proposed sale to the public: As soon as practicable after the effective date of this Registration Statement.

If any of the securities being registered on this form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act of 1933, check the following box. o

If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. o

If this Form is a post-effective amendment filed pursuant to Rule 462(c) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. o

If this Form is a post-effective amendment filed pursuant to Rule 462(d) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. o

If delivery of the prospectus is expected to be made pursuant to Rule 434, check the following box. o

The Registrant hereby amends this Registration Statement on such date or dates as may be necessary to delay its effective date until the Registrant shall file a further amendment which specifically states that this Registration Statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act or until the Registration Statement shall become effective on such date as the Commission, acting pursuant to said Section 8(a), may determine.

Explanatory Note

The Registrant has prepared this amendment solely to file exhibits that were previously omitted. No changes have been made to the prospectus that forms Part I of this Registration Statement, and accordingly, such prospectus has been omitted.

PART II

INFORMATION NOT REQUIRED IN PROSPECTUS

ITEM 13. Other Expenses of Issuance and Distribution.

The following table sets forth the costs and expenses to be paid by the Registrant in connection with the sale of the shares of common stock being registered hereby. All amounts are estimates except for the Securities and Exchange Commission registration fee, the NASD filing fee and the NASDAQ National Market filing fee.

Securities and Exchange Commission registration fee	$ 8,239
NASD filing fee	7,500
NASDAQ National Market filing fee	*
Accounting fees and expenses	*
Legal fees and expenses	*
Road show expenses	*
Printing and engraving expenses	*
Blue sky fees and expenses	*
Transfer agent and registrar fees and expenses	*
Miscellaneous	*
Total	$ *

* To be provided by amendment.

ITEM 14. Indemnification of Directors and Officers.

Section 145 of the Delaware General Corporation Law authorizes a court to award, or a corporation's board of directors to grant, indemnity to directors and officers in terms sufficiently broad to permit such indemnification under certain circumstances for liabilities (including reimbursement for expenses incurred) arising under the Securities Act of 1933, as amended (the "Securities Act").

As permitted by the Delaware General Corporation Law, the Registrant's restated certificate of incorporation includes a provision that eliminates the personal liability of its directors for monetary damages for breach of fiduciary duty as a director, except for liability:

- for any breach of the director's duty of loyalty to the Registrant or its stockholders,
- for acts or omissions not in good faith or that involve intentional misconduct or a knowing violation of law,
- under section 174 of the Delaware General Corporation Law (regarding unlawful dividends and stock purchases), or
- for any transaction from which the director derived an improper personal benefit.

As permitted by the Delaware General Corporation Law, the Registrant's amended and restated bylaws provide that:

- the Registrant is required to indemnify its directors and officers to the fullest extent permitted by the Delaware General Corporation Law, subject to very limited exceptions,

- the Registrant may indemnify its other employees and agents as set forth in the Delaware General Corporation Law,
- the Registrant is required to advance expenses, as incurred, to its directors and officers in connection with a legal proceeding to the fullest extent permitted by the Delaware General Corporation Law, subject to very limited exceptions, and
- the rights conferred in the bylaws are not exclusive.

Prior to the completion of the offering, the Registrant intends to enter into Indemnification Agreements with each of its current directors and officers to provide such directors and officers additional contractual assurances regarding the scope of the indemnification set forth in the Registrant's restated certificate of incorporation and amended and restated bylaws and to provide additional procedural protections. At present, there is no pending litigation or proceeding involving a director, officer or employee of the Registrant regarding which indemnification is sought. Reference is also made to Section 6 of the Underwriting Agreement, which provides for the indemnification of officers, directors and controlling persons of the Registrant against certain liabilities. The indemnification provision in the Registrant's restated certificate of incorporation, amended and restated bylaws and the indemnification agreements entered into or to be entered into between the Registrant and each of its directors and officers may be sufficiently broad to permit indemnification of the Registrant's directors and officers for liabilities arising under the Securities Act.

The Registrant has directors' and officers' liability insurance for securities matters prior to the closing of this offering.

See also the undertakings set out in response to Item 17.

Reference is made to the following documents filed as exhibits to this Registration Statement regarding relevant indemnification provisions described above and elsewhere herein:

Exhibit Document	Number
Underwriting Agreement	1.01
Registrant's Restated Certificate of Incorporation	3.02
Registrant's Amended and Restated Bylaws	3.05
Second Amended and Restated Investors' Rights Agreement dated December 30, 2004	4.02
Form of Indemnification Agreement	10.01

ITEM 15. Recent Sales of Unregistered Securities.

1. Since January 1, 2002, we have granted stock options to purchase 5,333,343 shares of our common stock at exercise prices ranging from $0.10 to $1.20 per share per share to our employees, consultants and directors under our 1999 stock option plan. Since January 1, 2002, we have issued and sold an aggregate of 659,892 shares of our common stock to employees and consultants at prices ranging from $0.10 to $0.25 per share pursuant to exercises of options granted under our 1999 stock option plan.

2. In May and June of 2002, we issued and sold an aggregate of 12,790,870 shares of our Series C redeemable convertible preferred stock to private investors for an aggregate purchase price of approximately $29,419,001 in cash. These shares of Series C redeemable convertible preferred stock are convertible into 12,790,870 shares of common stock.

3. In December 2004, we issued and sold an aggregate of 8,355,886 shares of our Series D redeemable convertible preferred stock to private investors for an aggregate purchase price of approximately $22,499,894 in cash. These shares of Series D redeemable convertible preferred stock are convertible into 8,355,886 shares of common stock.

4. In December 2004, we issued a warrant to purchase up to 87,458 shares of our Series D redeemable convertible preferred stock at an exercise price of $2.69 per share to Piper Jaffray & Co. Upon completion of this offering, this warrant will be exercisable for 87,458 shares of our common stock.

The sales of the above securities were deemed to be exempt from registration under the Securities Act in reliance on Section 4(2) of the Securities Act, or Regulation D promulgated thereunder, or Rule 701 promulgated under Section 3(b) of the Securities Act, as transactions by an issuer not involving a public offering or transactions pursuant to compensatory benefit plans and contracts relating to compensation as provided under Rule 701. The recipients of securities in each of these transactions represented their intention to acquire the securities for investment only and not with view to or for sale in connection with any distribution thereof and appropriate legends were affixed to the share certificates and instruments issued in such transactions. All recipients had adequate access, through their relationship with the Registrant, to information about the Registrant.

ITEM 16. Exhibits and Financial Statement Schedules.

(a) The following exhibits are filed herewith:

Number	Exhibit Title
1.01*	Form of Underwriting Agreement.
3.01**	Registrant's Amended and Restated Certificate of Incorporation.
3.02*	Certificate of Amendment of Registrant's Amended and Restated Certificate of Incorporation.
3.03*	Registrant's Restated Certificate of Incorporation (to be effective immediately after the closing of this offering).
3.04**	Registrant's Amended and Restated Bylaws.
3.05*	Registrant's Amended and Restated Bylaws (to be effective immediately after the closing of this offering).
4.01*	Form of Specimen Certificate for Registrant's common stock.
4.02**	Second Amended and Restated Investors' Rights Agreement, dated December 30, 2004.
5.01*	Opinion of Fenwick & West LLP regarding legality of the securities being registered.
10.01**	Form of Indemnification Agreement between Registrant and each of its directors and executive officers.
10.02**	1999 Stock Option Plan and related agreements.
10.03*	2005 Equity Incentive Plan and forms of stock option agreement and stock option exercise agreements.
10.04*	2005 Employee Stock Purchase Plan and form of subscription agreement.
10.05*	Amended and Restated Executive Change of Control Agreement dated January 31, 2005 between DexCom, Inc. and Andrew Rasdal.
10.06*	Amended and Restated Employment Agreement dated January 31, 2005 between DexCom, Inc. and Andrew Rasdal.
10.07*	Form of Change of Control Agreement with Executive Officers.

10.08**	Sorrento Valley Business Park Lease dated December 3, 2004 between Hub Properties Trust and DexCom, Inc.
10.09†	Exclusive Patent License Agreement dated August 17, 2001 between SM Technologies, LLC and DexCom, Inc.
10.10†	Agreement Regarding Terms of Sale dated May 23, 2003 between AMI Semiconductor, Inc. and DexCom, Inc.
10.11†	Agreement between DexCom, Inc. and Quallion LLC, dated May 21, 2003.
23.01*	Consent of Fenwick & West LLP (included in Exhibit 5.01).
23.02**	Consent of Independent Registered Public Accounting Firm.
24.01**	Power of Attorney (See Page II-5).

* To be filed by amendment.

** Previously filed.

† 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 are filed separately with the Securities and Exchange Commission.

Financial statement schedules are omitted because the information called for is not required or is shown either in the financial statements or the notes thereto.

ITEM 17. Undertakings.

The undersigned Registrant hereby undertakes to provide to the underwriters at the closing specified in the Underwriting Agreement certificates in such denominations and registered in such names as required by the Underwriters to permit prompt delivery to each purchaser.

Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the Registrant pursuant to the provisions described under Item 14 above, or otherwise, the Registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the Registrant of expenses incurred or paid by a director, officer or controlling person of the Registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the Registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

The undersigned Registrant hereby undertakes that:

(1) For purposes of determining any liability under the Securities Act, the information omitted from the form of prospectus filed as part of this Registration Statement in reliance upon Rule 430A and contained in a form of prospectus filed by the Registrant pursuant to Rule 424(b)(1) or (4) or 497(h) under the Securities Act shall be deemed to be part of this Registration Statement as of the time it was declared effective.

(2) For the purpose of determining any liability under the Securities Act, each post-effective amendment that contains a form of prospectus shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

SIGNATURES

Pursuant to the requirements of the Securities Act, the Registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of San Diego, State of California, on this 15th day of February, 2005.

DEXCOM, INC.

By: /s/ ANDREW P. RASDAL

Andrew P. Rasdal
President and Chief Executive Officer

Pursuant to the requirements of the Securities Act, this Registration Statement has been signed by the following persons in the capacities and on the date indicated.

Name	Title	Date
Principal Executive Officer:		
/s/ ANDREW P. RASDAL Andrew P. Rasdal	President, Chief Executive Officer and Director	February 15, 2005
Principal Financial Officer and Principal Accounting Officer:		
/s/ STEVEN J. KEMPER Steven J. Kemper	Chief Financial Officer	February 15, 2005
Additional Directors:		
* DONALD L. LUCAS Donald L. Lucas	Chairman of the Board of Directors	February 15, 2005
* BRENT AHRENS Brent Ahrens	Director	February 15, 2005
* KIM BLICKENSTAFF Kim Blickenstaff	Director	February 15, 2005
* SEAN CARNEY Sean Carney	Director	February 15, 2005
* DONALD A. LUCAS Donald A. Lucas	Director	February 15, 2005
* GLEN D. NELSON Glen D. Nelson, M.D.	Director	February 15, 2005

* JAY SKYLER		
Jay Skyler, M.D.	Director	February 15, 2005

*By: /s/ STEVEN J. KEMPER

Steven J. Kemper
Attorney-in-fact

EXHIBIT INDEX

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24.01**	Power of Attorney (See Page II-5).

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** Previously filed.

† 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 are filed separately with the Securities and Exchange Commission.

QuickLinks

Explanatory Note
PART II INFORMATION NOT REQUIRED IN PROSPECTUS
SIGNATURES
EXHIBIT INDEX

Exhibit 10.09

CONFIDENTIAL TREATMENT REQUESTED

EXCLUSIVE PATENT LICENSE AGREEMENT

This Exclusive Patent License Agreement ("***Agreement***") is entered into as of this 17th day of August 2001 ("***Effective Date***"), by and between DEXCOM, INC., a California corporation with its principal place of business at 6725 Mesa Ridge Road, Suite 100, San Diego, California, 92121 and any and all of it's Affiliates, collectively ("***DexCom***"), and **SM Technologies, LLC**, a Utah corporation with a corporate address at 3190 Chula Vista Circle, Salt Lake City, Utah, 84121 and any and all of it's Affiliates, collectively ("***SMTLLC***").

RECITALS

Whereas, SMTLLC has discovered and developed certain know-how, methods and processing technologies relating to **[*****]**;

Whereas, SMTLLC is also the exclusive owner of all right, title and interest in certain United States Patents and foreign filings of those patents relating to **[*****]** compositions and methods for making them, which are listed in;

Whereas, DexCom is in the business of developing and distributing products related to diabetes treatment and management; and

Whereas, SMTLLC is willing to grant to DexCom and DexCom desires to acquire from SMTLLC, an exclusive, worldwide license under the SMTLLC Technology and within the Field of Use, to practice SMTLLC Technology, and to make, have made, use and sell products incorporating such SMTLLC Technology in accordance with the terms hereinafter specified.

Now Therefore, in consideration of the foregoing and the covenants and premises contained in this Agreement, the parties agree as follows:

1. Definitions.

All definitions below or elsewhere in, this Agreement shall apply to both the single or plural forms, as the context may require. The following terms when used herein shall have the following meanings:

1.1 General

* CERTAIN INFORMATION WITHIN THIS EXHIBIT HAS BEEN OMITTED AND THE NON-PUBLIC INFORMATION HAS BEEN FILED WITH THE SEC. CONFIDENTIAL TREATMENT HAS BEEN REQUESTED WITH RESPECT TO THE OMITTED PORTIONS.

1.1.1 "***Field of Use***" means the field of diabetes treatment and **[*****]**.

1.1.2 "***Term***" shall have the meaning set forth in Section 7.1.

1.1.3 "***Affiliate***" means any corporation, company business or entity that directly or indirectly Owns, or is Owned by or is under common Ownership or control with, a party to this Agreement, where "*Owns*" or "*Ownership*" means direct or indirect possession of at least 50% of the outstanding voting securities of a corporation or a comparable equity interest in any other type of entity.

1.1.4 "***Third Party***" shall mean any person or entity other than DexCom, SMTLLC, and their respective Affiliates.

1.1.5 "***Confidential Information***" means the specific terms or conditions of this Agreement; further it shall mean any information either party receives from the other party that is designated in writing as "Proprietary" or "Confidential," whether documentary, oral, or, if demonstrative is designated in writing by the disclosing party within three (3) months following disclosure as "Proprietary" or "Confidential" including all oral, written, or electronically transmitted technical, business, financial, customer or other information, including without limitation, trade secrets, patents, techniques, know-how, processes, algorithms, software programs, or information related to current, future or proposed products, services, or clients, information concerning research, development, employees, marketing or business plans or information regarding Third Parties, which is identified by the Disclosing Party prior to disclosure as being confidential or proprietary.

1.1.6 "***Invention***" means any discovery, improvement or invention whether or not patentable, and all related know-how, designs, formulae, processes, manufacturing techniques, trade secrets, ideas, or other copyrightable or patentable works.

1.1.7 "***Intellectual Property Rights***" means any and all patents, patent applications, patent registrations, business processes, data rights, copyrights, trade names, trademarks, trade secrets, know-how, or any other intellectual property right, whether registered or unregistered, arising or enforceable under U.S. law or the law of any other jurisdiction or international treaty regime.

1.1.8 "***Valid Claim***" shall mean a claim of an issued patent contained in the SMTLLC Patents, which claim has not lapsed, been canceled, or become abandoned and which claim has not been declared invalid by an unreversed decision or judgment of a court of competent jurisdiction from which no appeal has been or can be taken, and which has not been admitted to be invalid or unenforceable through reissue or disclaimer.

1.1.9 "***Sold***," "***Sale***," or "***Sell***" means sold, leased or otherwise transferred or put into use; a sale shall be deemed to have occurred upon shipment, use or invoicing, whichever shall occur first. Notwithstanding the foregoing, a transfer of a Licensed Product or a Reportable

Product to a Third Party without consideration in connection with the development, testing, marketing, sampling, or promotion of such Licensed Product or Reportable Product shall not be deemed a Sale.

1.1.10 "***Applicable Laws***" means any laws, rules, regulations, guidelines or guidance documents applicable to the manufacture of [*****]® Material, including cGMPs of the U.S. Federal Food and Drug Administration and the European Union, any applicable environmental, health and safety laws relating to the manufacture of [*****]® Material, and any other laws, regulations or guidelines applicable to the performance of this Agreement.

1.1.11 "***cGMPs***" means the current good manufacturing practices and quality systems regulations promulgated by Regulatory Authorities, as amended from time to time.

1.1.12 "***CMC***" means the chemistry, manufacturing and controls section(s) and data in a Regulatory Approval which specifies part or all of the following: the chemical composition of [*****]® Material, its components and the control and manufacturing process for [*****]® Material, including any references to MAFs.

1.1.13 "***MAF***" means the set of documents referred to in Applicable Laws as "***Master File for Devices***", to be filed with the U.S. Food and Drug Administration, and any applicable European equivalent, as updated from time to time, which is required for some portion of the manufacture and testing of [*****]® Material for clinical use and commercial sale.

1.1.14 "***Regulatory Approvals***" means all marketing and production approvals, and all other permits required for manufacturing and selling the [*****]® Material in a particular country.

1.1.15 "***Regulatory Authority***" means the competent government regulatory authority responsible for granting the Regulatory Approvals in the applicable country or jurisdiction.

1.2 Products and Patents

1.2.1 "***Licensed Products***" means any implantable glucose sensing device and associated interfaces (e.g., tissue attachment interface and/or bio sensing interface), developed, manufactured or sold by DexCom, its Affiliates or sublicensees, for use within the Field, which: (a) when used, made, practiced or sold would, but for the license granted DexCom pursuant to this Agreement, constitute an infringement of a Valid Claim of any issued patent contained in the SMTLLC Patents, (b) involves the use or practice of any process or other Invention that constitutes SMTLLC Know-How or SMTLLC Improvements. In the case of combination products or "bundled" products involving multiple components, Licensed Products shall mean only those components of such combination or bundled products with respect to which the manufacture, use, sale, offer for sale or import of such components would, but for the license granted hereunder by SMTLLC to DexCom, infringe a Valid Claim.

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1.2.2 "***Reportable Products***" means any products, excluding Licensed Products, developed, manufactured or sold by DexCom, its Affiliates or sublicensees, for use within the Field, which: (a) when used, made, practiced or sold would, but for the license granted DexCom pursuant to this Agreement, constitute an infringement of a Valid Claim of any issued patent contained in the SMTLLC Patents in the countries in which such use, manufacture or sale occurs; and (b) involves the use or practice of any process or other Invention that constitutes SMTLLC Know-How or SMTLLC Improvements. In the case of combination products or "bundled" products involving multiple components, Reportable Products shall mean only those components of such combination or bundled products with respect to which the manufacture, use, sale, offer for sale or import of such components would, but for the license granted hereunder by SMTLLC to DexCom, infringe a Valid Claim.

1.3 SMTLLC Technology

1.3.1 "***SMTLLC Technology***" means the SMTLLC Patents and/or the SMTLLC Know-How.

1.3.2 "***Licensed Patents***" shall mean:

(a) United States Patent [*****], issued [*****], entitled [*****] and

(b) United States Patent [*****], issued [*****], entitled [*****] and

(c) United States Patent [*****], issued [*****], entitled [*****] and

(d) United States Patent [*****], issued [*****], entitled [*****] and

(e) United States Patent [*****], issued [*****], entitled [*****] and

(f) United States Patent [*****], issued [*****], entitled [*****] and

(g) United States Patent [*****], issued [*****], entitled [*****] and

(h) United States Patent [*****], issued [*****], entitled [*****] and

(i) United States Patent [*****], issued [*****], entitled [*****].

1.3.3 "***SMTLLC Patents***" means: (i) the Licensed Patents listed in 1.3.2 above and any and all patents issuing therefrom or from any patent applications directly related to such Licensed Patents ("Licensed Applications"), such Licensed Applications including any patent applications to which such Licensed Patents claim priority; (ii) any patents that issue at any time from patent applications filed before or after the Effective Date directly relating and/or that claim priority to any of the Licensed Patents or Licensed Applications. "Licensed Patents" or "patents" as used herein shall include, without limitation, all substitutions, extensions, reissues,

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renewals, divisions, continuations, continuations-in-part, foreign counterpart patents, and inventors' certificates of the aforementioned.

1.3.4 "***SMTLLC Know-How***" means all knowledge, know-how, trade secrets, manufacturing methods, and proprietary information owned by or under the control of SMTLLC (with the right to license or sublicense), which is: (i) not covered by the SMTLLC Patents but is necessary or useful for the commercial exploitation of the subject matter of the SMTLLC Patents or the [*****]® Material; (ii) not generally publicly known. Know-how will be described in manufacturing process documentation which is provided to DexCom by SMTLLC and confirmed in writing by DexCom as received from SMTLLC and constituting SMTLLC Know-How.

1.3.5 "***SMTLLC Improvements***" means any Improvement that SMTLLC makes, conceives or otherwise acquires during the Term of the Agreement, specifically related to the SMTLLC Patents.

1.4 "***[*****]® Material***" means any [*****] (including, without limitation) the **[*****]®**, **and/or** [*****] and any [*****] sheet(s) described in the SMTLLC Patents or **SMTLLC Know-How**, or manufactured by DexCom or SMTLLC under this Agreement as of the Effective Date.

1.5 "***Improvements***" means any Inventions or know-how conceived, reduced to practice or (in the case of unpatentable Inventions) made by one party, whether solely or jointly with a Third Party, relating to the function, composition or production of the [*****]® Material or any other materials described in the SMTLLC Patents or SMTLLC Know-How.

1.6 "***Sublicensing Revenues***" means the gross revenues actually received by DexCom from its sublicensees and allocable to the sublicensing of the SMTLLC Patents. Sublicensing Revenues excludes specifically any amounts received by DexCom from a sublicensee: (i) as research and development funding or support payments; (ii) for the purchase of an equity interest in DexCom; (iii) as a loan to DexCom; or (iv) any advanced royalty payments, options or other payments to DexCom that are refundable to such sublicensee (collectively, "***Refundable Payments***"), but only until such time as such Refundable Payments become non-refundable. For the avoidance of doubt, Sublicensing Revenues shall not be deemed to include any amounts payable to DexCom in connection with DexCom's exercise of its "have made" rights pursuant to Section 2.1.

2. License and Option.

2.1 Technology License. On the terms and conditions set forth in this Agreement, SMTLLC hereby grants to DexCom an exclusive (even as to SMTLLC), worldwide, royalty-bearing license, with the right to assign and grant sublicenses, under the SMTLLC Technology, to make or have made for its own use or use by others, offer for sale, sell or import, lease and/or

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otherwise commercialize any and all Licensed Products and/or Reportable Products within the Field of Use.

2.2 Know-How License. SMTLLC hereby grants to DexCom an exclusive (except as to SMTLLC), fully-paid, royalty-bearing, worldwide license to use the SMTLLC Know-How to make or have made the [*****]® Material and incorporate the [*****]® Material into Licensed Products and/or Reportable Products within its Field of Use.

2.3 SMTLLC Improvements. During the Term, SMTLLC and it's Affiliates shall promptly disclose to DexCom in writing any Improvements related directly to the SMTLLC Technology. Subject to DexCom's ownership of DexCom Improvements (defined below), SMTLLC shall retain sole and exclusive ownership of any SMTLLC Improvements made solely and exclusively by SMTLLC including, without limitation, all Intellectual Property Rights therein. During the Term, any SMTLLC Improvements described in any patent application shall be offered to DexCom for a one time fee of [*****] plus a [*****] a year maintenance fee with respect to each original such patent application describing one or more of such SMTLLC Improvements and shall automatically be included in the SMTLLC Technology licensed "to DexCom under this Agreement, and any patent application or issued patent describing or claiming such SMTLLC Improvement shall automatically be included within the SMTLLC Patents licensed to DexCom under this Agreement within its Field of Use without any additional payment or compensation to SMTLLC. In addition, any SMTLLC Improvements not described in any patent application(s) shall automatically be deemed to be included in the SMTLLC Technology licensed to DexCom under this Agreement without any additional payment or compensation to SMTLLC.

2.4 DexCom Improvements. During the Term, DexCom shall promptly disclose to SMTLLC in writing any Improvement to SMTLLC Technology that DexCom makes, conceives or otherwise acquires (collectively, "***DexCom Improvements***"). DexCom shall retain sole and exclusive ownership of any and all Improvements created during the Term including, without limitation, all Intellectual Property Rights therein.

2.5 License Back. DexCom shall grant SMTLLC a non-exclusive, royalty-bearing, worldwide license, with the right to assign and grant sublicenses, to make, have made for its own use or use by others, offer for sale, sell or import any DexCom Improvements only outside the Field. There will be a one-time fee of [*****] plus a [*****] per year maintenance fee for each patent or patent application licensed back to SMTLLC pursuant to this Section 2.4 which describes or claims or more such DexCom Improvements ("DexCom Improvement Patents"). In addition, SMTLLC shall pay to DexCom a royalty with respect to any products Sold by SMTLLC which would infringe a claim of any DexCom Improvement Patent ("SMTLLC Products") at the same rate as would be paid by DexCom pursuant to Section 4.2.1 with respect to Sales of Licensed Products ("SMTLLC Product Royalty"), calculated as a ratio equivalent to the Running Royalty for DexCom (Section 4.2.1) divided by [*****] for a DexCom Licensed or Reportable Product for that same quarter.

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3. Patent Prosecution and Enforcement.

3.1 Expenses. During the Term of the Agreement, SMTLLC shall pay for the actual expenses related to maintenance of SMTLLC Patents and DexCom shall pay for the actual expenses related to maintenance of DexCom Improvement Patents.

3.2 Infringement by Third Parties.

3.2.1 Notice of Third Party Infringement. If DexCom becomes aware that any goods made, used, sold, offered for sale or imported into any country by another, not party to this Agreement, which DexCom reasonably believes infringes any Valid Claim of the SMTLLC Patents, DexCom shall promptly notify SMTLLC in writing describing the facts relating thereto in reasonable detail. If SMTLLC becomes aware that any goods made, used, sold, offered for sale or imported into any country by another, not party to this Agreement, which SMTLLC reasonably believes infringes any Valid Claim of the SMTLLC Patents, SMTLLC shall promptly notify DexCom in writing describing the facts related thereto in reasonable detail.

3.2.2 Right to Sue. If any third party shall, in the reasonable opinion of DexCom, which may be contested by SMTLLC pursuant to the Arbitration provision herein, infringe any of the SMTLLC Patents within the Field of Use, the right of each party to "sue for such infringement shall be determined based on the proportion of royalties paid by DexCom to SMTLLC to the total royalties paid by all licensees of the infringed SMTLLC Patent. If royalties paid by DexCom constitute [*****] or more of the total royalties paid by all licensees of the infringed SMTLLC Patent, then DexCom shall have the sole right, but not the obligation, to bring an action or reach an agreement, at its expense, to prevent any infringement of the SMTLLC Patents within the Field of Use. If royalties paid by DexCom constitute at least [*****], but less than [*****], of the total royalties paid by all licensees of the infringed SMTLLC Patent, then SMTLLC shall have initial right to bring an action or reach an agreement, at its expense, to prevent any infringement of the SMTLLC Patents within the Field of Use, and should SMTLLC not take appropriate and diligent action to prevent any infringement of SMTLLC Patents, then DexCom shall have the right to bring an action or reach an agreement consistent with this Agreement, at its expense, to prevent any infringement of the SMTLLC Patents within the Field of Use. If royalties paid by DexCom constitute less than [*****] of the total royalties paid by all licensees of the infringed SMTLLC Patent, then SMTLLC shall have sole right to bring an action or reach an agreement, at its expense, to prevent any infringement of the SMTLLC Patents. If SMTLLC should not take appropriate and diligent action or reach an agreement at its expense to prevent any infringement of the Licensed Products within the Field of Use, DexCom's Running Royalty will be reduced to [*****] of the rate as determined in Section 4.2.1; provided, however, that SMTLLC shall have the right within its sole discretion, which may be unreasonably withheld, to promptly offer in writing to allow DexCom to bring a suit to prevent infringement of any of the SMTLLC Patents within the Field of Use and such written offer shall prevent reduction of the rate of the Running Royalty regardless whether DexCom chooses to bring such a suit. In connection with any suit brought by DexCom under

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this Section 3.2.2, DexCom may cause SMTLLC to be joined as a party Plaintiff in such action, and SMTLLC agrees to be so joined, at DexCom's expense. If not joined, SMTLLC shall have the right to appear and represent its own interests in such action at its own expense. If SMTLLC is not joined and does not appear on its own behalf, DexCom shall nevertheless have an obligation to keep SMTLLC advised regarding the proceedings. In connection with any suit brought by DexCom under this section, employees of SMTLLC and any Affiliates shall execute all papers necessary or desirable to effect formal requirements, and shall testify, provide statements, or produce documents, whenever reasonably requested so to do by DexCom. DexCom agrees to reimburse SMTLLC for all reasonable expenses related to activities requested by DexCom..

3.2.3 Infringement of Third Party Patents. In the event that DexCom becomes aware that the Sale of a Licensed Product would, in the reasonable opinion of DexCom's patent counsel, infringe a valid patent right of a third party (excluding any Affiliate of DexCom) because of practicing one or more of the claimed inventions of the SMTLLC Patents, DexCom will first use reasonable efforts to redesign such Licensed Product to avoid such infringement. If such redesign is impossible or unreasonable such that DexCom is required to pay royalties to such third party ("Other Royalties") in order to offer such Licensed Product in commerce, the royalties payable by DexCom pursuant to Section 4.2 and 4.3 of this Agreement may be reduced by up to [*****] to offset payments by DexCom of Other Royalties, but in no event will the royalties payable by DexCom to SMTLLC be reduced by more than [*****] of the royalties otherwise due to SMTLLC for such Licensed Product.

3.2.4 Right to Defend. SMTLLC shall give prompt written notice to DexCom if, during the term of the License, SMTLLC becomes aware of any claim that any Licensed Product infringes a patent of a third party by reason of practicing one or more claims of.an SMTLLC Patent. DexCom shall have the right, but not the obligation, to defend any suit brought by a third party for patent infringement, to bring a declaratory judgment action or reach an agreement, at its expense, to defend against any such claim of infringement; provided however, that SMTLLC shall be fully apprised of all aspects of DexCom's defense if DexCom wishes to assert any right to decreased royalties to SMTLLC in the event of an adverse judgment coupled with DexCom taking a license from the third party in order to continue to practice the features of the claims of the SMTLLC Patents involved in the infringement claim. If required by law and paid for by DexCom, DexCom may cause SMTLLC to be joined as a party Plaintiff in such action, and SMTLLC agrees to be so joined. In connection with any such suit, employees of SMTLLC and any affiliates shall execute all papers necessary or desirable to effect formal requirements, and shall testify, provide statements, or produce documents, whenever reasonably requested so to do by DexCom, although DexCom shall reimburse SMTLLC for all expenses related to activities requested by DexCom. SMTLLC shall have the right to appear on its own behalf in any such suit, at its own expense.

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4. Royalties; Right of Accounting.

4.1 Minimum Advance Royalty. During each year of the Term, DexCom will pay SMTLLC a minimum annual advance royalty ("***Minimum Royalty***") in the amounts below:

Year	Amount
2001	$ 80,000
2002	$ 76,000
2003	$ 76,000
2004	$ 101,000
2005	$ 116,000
Each year thereafter	$ 116,000

4.2 Licensed Products Royalty.

4.2.1 Running Royalty. In consideration for the license grant in Section 2.1, DexCom shall pay SMTLLC a running royalty of [*****] per unit of Licensed Products Sold by DexCom and its sublicensees during the Term, to increase by [*****] per year beginning [*****] months following commercialization of DexCom's first product utilizing SMTLLC Technology ("***Running Royalty***"). It is anticipated that commercialization will occur by the end of [*****]. For the avoidance of doubt, this Running Royalty shall apply to all Licensed Products Sold by DexCom worldwide.

4.2.2 Reportable Products Royalty. As of the Effective Date, the parties mutually recognize that they do not possess sufficient marketing and cost data relating to the type of Reportable Products likely to be produced for sale in order to be able to fix commercially realistic royalty rates. Accordingly, the parties agree that the eventual royalty rate for Sales of Reportable Products by DexCom or its sublicensees during the Term shall not exceed [*****] per unit. For the avoidance of doubt, this royalty shall apply to all Reportable Products Sold by DexCom worldwide.

4.3 Time of Payment. The Minimum Royalty shall be paid quarterly on January 1, April 1, July 1, and October 1 of each year, provided that, payment for the first [*****] quarters of 2001 shall be made on the Effective Date. During each calendar quarter of the Term, the royalties arising under Section 4.1, 4.2 and 4.3 (collectively, "***Quarterly Royalty***") shall be paid by DexCom to SMTLLC within forty-five (45) days after the end of each such calendar quarter. Prior to making payment to SMTLLC in connection with any Quarterly Royalty, DexCom shall first compute an adjusted Quarterly Royalty by deducting the amount of the Minimum Royalty paid for the applicable calendar quarter from such Quarterly Royalty. DexCom's payment

obligation to SMTLLC for such calendar quarter shall then be only be the positive amount, if any, of the adjusted Quarterly Royalty.

4.4 Reports. Within forty-five (45) calendar days after the close of each calendar quarter during the Term, DexCom will remit payment of the Quarterly Royalty due to the bank account designated by SMTLLC and DexCom shall furnish SMTLLC a written report providing: (a) all Sales of Licensed Products during the preceding calendar quarter; (b) if applicable, all Sales of Reportable Products during the preceding calendar quarter; (c) the amount of royalties due for the preceding calendar quarter pursuant to the provisions hereof; and (d) all Sublicensing Revenues received during the preceding calendar quarter. A report shall be submitted for each quarter even in the absence of any Sales made, Sublicensing Revenues received, and/or Quarterly Royalties due in such quarter. The correctness and completeness of each such report shall be attested to in writing by the responsible financial officer of DexCom or by DexCom's external auditor. With respect to royalties due from sublicenses, attestation by DexCom may be that it has obtained from sublicensees' attestations complying with the preceding sentence.

4.5 Audit of DexCom. DexCom will keep, and will cause its licensees and sublicensees to keep, complete and accurate books of account in accordance with generally acceptable accounting principles pertaining to the sale of Licensed Products and Reportable Products in sufficient detail to permit SMTLLC to confirm the accuracy of calculations of all payments hereunder. Such records will be maintained for a two (2) year period following the year in which any such payments were made. No more frequently than on an annual basis, DexCom will permit an independent audit of its relevant financial and other records by SMTLLC for the sole purpose of verifying the accuracy of any and all payments and reports required by this Agreement. Such audit shall be requested with reasonable prior written notice, conducted during normal business hours, and situated on the premises of DexCom. The audit must be conducted in strict confidence and by an independent auditor reasonably acceptable to DexCom. The inspection of records shall be at SMTLLC's sole cost unless the inspector concludes that royalties reported by DexCom for the period being audited are understated by five percent (5%) or more from actual royalties, in which case the reasonable cost of such inspection shall be paid by DexCom.

4.6 Invalid or expired SMTLLC's Patents. The Running Royalty shall be reduced by [*****] each time that any of the eight (8) SMTLLC Patents listed in Section 1.3.2 (a)-(h) expires or is held to be unenforceable. At the time when the eight SMTLLC Patents hereto expire or are held to be unenforceable, DexCom shall continue to pay [*****] of the Running Royalty for the license to the SMTLLC Know-how granted to DexCom by SMTLLC pursuant to Section 2.2.

4.7 Third Party Technology. If DexCom makes payment greater than [*****] of the applicable [*****] Selling Price of a Reportable Product or the Sale price of a Licensed Product, to one or more Third Parties under patents, patent applications or know-how which DexCom reasonably believes in any way relates to the particular Reportable Product or Licensed

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Product or the use thereof, and if the total royalty which DexCom is obligated to pay to all such Third Parties and to SMTLLC ("***Aggregate Royalty***") with respect to each such Reportable Product or Licensed Product exceeds the **Running Royalty** as defined in section 4.2.1, the royalties otherwise owed by DexCom pursuant to Section 4.1 and 4.3 shall be subject to reduction. Such reduction shall be equal to that portion of the Aggregate Royalty which is in excess of the **Running Royalty**. Notwithstanding the foregoing, in no event shall the amount owed by DexCom pursuant to Section 4.1 and 4.3 be reduced in accordance with this Section 4.9 to less than [*****] for any such Reportable Product or Licensed Product. Such reduction shall be subject to receipt by SMTLLC from DexCom of adequate evidence of DexCom's royalty obligation to such Third Parties, including where possible the identity of such Third Parties. SMTLLC shall treat all such information presented to SMTLLC under this Section 4.9 as confidential subject to the provisions of Section 5 below.

4.8 SMTLLC Product Royalty. SMTLLC shall pay the SMTLLC Product Royalty (Section 2.4) on a quarterly basis and accompanied by a written report providing pertinent details of all Sales of SMTLLC Products during the quarter. The correctness and completeness of each such report shall be attested to in writing by the responsible financial officer of SMTLLC or by SMTLLC's external auditor. With respect to royalties due from sublicenses, attestation by SMTLLC may be that it has obtained from sublicensees' attestations complying with the preceding sentence.

4.9 Audit of SMTLLC. SMTLLC will keep, and will cause its sublicensees to keep, complete and accurate books of account in accordance with generally acceptable accounting principles pertaining to the sale of SMTLLC Products in sufficient detail to permit DexCom to confirm the accuracy of calculations of all payments under Section 4.10. Such records will be maintained for a two (2) year period following the year in which any such payments were made. No more frequently than on an annual basis, SMTLLC will permit an independent audit of its relevant financial and other records by DexCom for the sole purpose of verifying the accuracy of any and all payments and reports required by this Agreement. Such audit shall be requested with reasonable prior written notice, conducted during normal business hours, and situated on the premises of SMTLLC. The audit must be conducted in strict confidence and by an independent auditor reasonably acceptable to SMTLLC. The inspection of records shall be at DexCom's sole cost unless the inspector concludes that royalties reported by SMTLLC for the period being audited are understated by [*****] or more from actual royalties, in which case the reasonable cost of such inspection shall be paid by SMTLLC.

5. Confidentiality.

5.1 Non-Disclosure. Each party receiving Confidential Information ("***Recipient***") from the other party ("***Disclosing Party***") acknowledges that the Confidential Information constitutes valuable trade secrets of the Disclosing Party and that the Disclosing Party or its licensors owns all rights, title, interest and Intellectual Property Rights therein. Recipient shall not use any Confidential Information for any purpose whatsoever, whether for its own benefit or

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the benefit of any Third Party, other than as contemplated in this Agreement. Recipient shall only allow access to the Confidential Information on a need-to-know basis to its employees who previously contractually agree to abide by the restrictions herein (collectively, "***Authorized Personnel***"). Any breach by any Authorized Personnel of their obligations under such confidentiality agreements shall also constitute a breach by Recipient under this Agreement. Recipient shall promptly notify the Disclosing Party in writing in the event of any loss or unauthorized disclosure of Confidential Information, or other breach of this Section 5.

5.2 Standards of Care. Each party shall use at least the same degree of care to avoid inadvertent disclosure or unauthorized use of the other party's Confidential Information which it employs with respect to it own proprietary or confidential information which it does not wish to have disseminated, published or disclosed, but in no event less than a reasonable degree of care.

5.3 Exceptions. The obligations of the parties hereunder shall not apply to any Confidential Information which Recipient can demonstrate:

(a) is now, or hereafter becomes, through no act or failure to act on the part of the Recipient party or Affiliated company the recipient party, in the public domain;

(b) is known by the Recipient party or any Affiliated company of the Recipient party prior to receiving such Information;

(c) is independently developed by the Recipient party or Affiliated company of the Recipient party without use of or reference to the Confidential Information; or

(d) is received from a Third Party without breach of the restrictions contained in this Agreement

(e) is the subject of a prior written permission to disclose provided by the Disclosing Party.

(f) is transmitted after the Term of this Agreement.

5.3.1 The burden of proof for situations (a), (b), (c) and (d) of Section 5.3 shall rest upon the receiving party and shall require clear and convincing evidence.

5.3.2 If knowledge of Confidential Information is obtained through (a), (b), (c), and/or (d) of Section 5.3, the Recipient will make known to the Disclosing Party that the Recipient has obtained the Confidential Information elsewhere, and may not reveal to any Third Party that the Disclosing Party also knows this information, or that there is a relationship between the Recipient and the Disclosing Party, without prior written permission of the Disclosing Party.

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5.4 Notwithstanding any other provision of this Agreement, disclosure of Confidential Information shall not be precluded if such disclosure: (a) is in response to a valid order of a court or other governmental body, provided, however, that the responding party shall first have given notice to the other party hereto in order that such other party may obtain a protective order requiring that the Confidential Information so disclosed be used only for the purpose for which the order was issued and the responding party uses reasonable efforts to have such information treated as confidential and under seal; (b) is necessary in filing or prosecuting patent applications; (c) is otherwise required by law; or (d) is otherwise necessary to establish rights or enforce obligations under this Agreement, but only to the extent that any such disclosure is necessary. Compulsory disclosure to a court or governmental agency shall not act to relieve the party subject to the compulsory disclosure from any obligation to avoid further disclosure of any Confidential Information subject to such compulsory disclosure.

6. Assistance.

6.1 Technical Assistance Provided by SMTLLC. During the Term, upon written request from DexCom, SMTLLC shall provide, at [*****], reasonable amounts of technical assistance in response to DexCom's questions or difficulties related to the SMTLLC Technology.

6.1.1 Such technical assistance shall be provided by SMTLLC at DexCom's facility in San Diego or other specified location for up to a total of [*****] days per calendar year for two years starting January 2001, during the technology transfer period. DexCom shall reimburse SMTLLC for its reasonable coach class travel and living expenses for technical assistance rendered at DexCom's facility in San Diego, California, or any other location outside of SMTLLC's facility. SMTLLC shall submit receipts to DexCom for all such expenses and DexCom will provide reimbursement for such expenses within thirty (30) days of delivery thereof

(a) SMTLLC shall provide reasonable assistance and cooperation to DexCom in relation to any regulatory filings made, or approvals sought, by DexCom.

(b) SMTLLC shall provide access to SMTLLC's MAF relating to the [*****]® Material, under the FDA procedures for MAF's on subject matters.

(c) SMTLLC will reasonably assist DexCom with its establishment and implementation of processes for independent manufacture of the [*****]® Material.

(d) If DexCom requests, or if SMTLLC determines that specific data obtained by one SMT licensee may be of value to another licensee, then SMTLLC will first confidentially see if both parties may be willing to be introduced. Only after bilateral agreement to this introduction will SMTLLC provide the names of the Licensee and the contact person to initiate their independent negotiations for that data.

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(e) For SMTLLC consultation services unrelated to the SMTLLC Technology, the parties shall in good faith negotiate a separate consultation agreement.

(f) For [*****] manufacturing services, the parties shall in good faith negotiate a separate agreement, as necessary, where the following parameters have been identified and agreed upon by both parties:

(i) Manufacturing. Establishing traceable manufacturing for material used in animal and human studies. DexCom shall assist [*****] in establishing parameters of control for manufacturing [*****]®, including:

(1) Raw material sourcing

(2) Quality control specifications

(3) Manufacturing documentation

(ii) Manufacturing Changes. [*****] agrees to advise DexCom of any proposed material, manufacturing site, process or specification changes, or any process or specification deviations occurring during the manufacturing of [*****]® Material, and that all such changes must be approved by DexCom in writing prior to their implementation by [*****].

(iii) Interim Sales. Until DexCom is able to become fully operational with regard to manufacturing the [*****]® Material, agrees to sell [*****]'s [*****]® to DexCom at a cost of [*****] per square inch to DexCom's specifications manufactured with [*****]. [*****] shall deliver the [*****]® using an insured overnight shipping service to DexCom's facility in San Diego, California or other location specified by DexCom. [*****] agrees to continue to provide material to DexCom for up to [*****] after the Effective Date of this Agreement.

(iv) Factory Audit. [*****] shall permit DexCom to inspect [*****] manufacturing facilities to the extent required by applicable law, rule or regulation. Such inspection shall be requested with reasonable prior written notice, conducted during normal business hours, and be at the sole expense of DexCom

(v) Indemnification for Product Liability by DexCom. DexCom shall indemnify hold harmless and defend [*****] its Affiliates, employees, officers, directors and agents, from any and all against any and all claims, suits, losses, damages, costs, fees expenses (including, without limitation, reasonable attorneys' fees), demands, actions and causes of action resulting from or arising out of DexCom's practice or use of the [*****] Technology, manufacture of the [*****]® Material or implantation or removal of the Licensed Products or the Reportable Products, for the death or bodily injury incurred by or rendered against [*****] arising from the testing or use of an Licensed Product or Reportable Products by

DexCom, provided that [*****] shall give notice as soon as practical of any claims, demands, actions and causes of action against [*****] for which DexCom may be obliged to indemnify hold harmless and defend [*****] and that [*****] shall have the right to participate in any compromise, settlement and defense thereof.

6.2 Technical Assistance Provided by DexCom. During the Term, DexCom shall make available to SMTLLC certain technical data specifically related to the performance of [*****]® Technology including:

6.2.1 Such technical assistance shall be provided by DexCom at DexCom's facility in San Diego and any expense relating to that transfer of data will be borne by SMTLLC, if SMTLLC requested transfer of the data.

(a) Summary technical data about specific performance or comparative [*****]® materials regarding physiologic sensor testing, will be provided visually and verbally to SMTLLC, but not necessarily reduced into written form. This data is to fall strictly under the Non-Disclosure provisions of this Agreement and is only to be used by SMTLLC for understanding and optimizing the performance of [*****]® Technology products outside the Field of Use, and without ever referencing the data, how the data was obtained, or from whom the data was obtained.

(b) Data not related to physiologic sensor testing, such as tissue biocompatability, tissue toxicity testing, short or long-term animal testing, tissue-[*****]® material peel testing, histology, bacterial bioburden of [*****] parts, which is obtained as part of DexCom's regulatory and developmental processes, will be provided to SMTLLC visually and verbally, as it becomes available. It is agreed by DexCom, that this data will be placed confidentially into SMTLLC's and/or [*****]'s MAF. In addition, this data will be generally summarized into a form that may be used in the Table of Contents listing and Subject Matter Listings, for the SMTLLC and/or the [*****] MAF.

(c) Data that is obtained by DexCom and publicly published that is specifically related to the performance of [*****]® Material in animals and humans will be provided to SMT and [*****] and can thereafter be placed into the SMTLLC and/or [*****] MAF.

7. Term and Termination.

7.1 Term. The term of this Agreement will begin on the Effective Date and will continue until [*****], unless sooner terminated pursuant to Section 7.2 or 7.3 ("***Term***").

7.2 Termination by DexCom.

7.2.1 For Convenience. DexCom will have the right to terminate this Agreement, for any reason or no reason, upon [*****] prior written notice. In the event of such

termination, DexCom will pay SMTLLC all accrued payments due SMTLLC through the termination date.

7.2.2 For Cause. DexCom will have the right to terminate this Agreement, in addition to pursuing any remedies available under law or in equity, upon [*****] days prior written notice to SMTLLC if SMTLLC is in breach of this Agreement unless SMTLLC cures the breach before expiration of the [*****] day period (unless any such breach is not curable within [*****] days and SMTLLC is proceeding forward to use diligent and continuing efforts to pure such breach); provided, however, in the event of any such breach for which DexCom elects not to terminate this Agreement, DexCom may elect to continue this Agreement while pursuing its legal remedies, including the receipt of damages related to such breach.

7.3 Termination by SMTLLC. SMTLLC will have the right to terminate this Agreement, in addition to pursuing any remedies available under law or in equity, upon [*****] days prior written notice to DexCom if DexCom is in breach of this Agreement (unless any such breach is not curable within [*****] days and DexCom is proceeding forward to use diligent and continuing efforts to cure such breach). Notwithstanding the foregoing, in the event of nonpayment of any amounts due hereunder, the time frames set forth above shall be reduced to [*****] days after written notice to DexCom, provided, however, that such time shall be extended during any such period in which DexCom is attempting to resolve any dispute over the payment obligation or amount in good faith. In the event of a dispute resulting in Arbitration or Litigation, such a dispute does not relieve DexCom of continued payments due under this Agreement.

7.4 Effect of Termination or Expiration.

7.4.1 Upon the expiration of this Agreement, or the termination of this Agreement by DexCom under Section 7.2.1 or by SMTLLC under Section 7.3, any licenses granted to SMTLLC pursuant to Section 2.4 shall continue, all licenses granted to DexCom hereunder shall be immediately terminated. DexCom shall return to SMTLLC all embodiments of the SMTLLC Technology, and all payment obligations hereunder, except those incurred before the effective date of expiration or termination, shall cease. Upon termination of this Agreement by DexCom under Section 7.2.1 or by SMTLLC under Section 7.3, any sublicensee of DexCom shall automatically become a direct licensee of SMTLLC with respect to the rights originally sublicensed to it by DexCom under the SMTLLC Patents, provided such sublicensee did not cause the termination of this Agreement, and such sublicensee agrees to comply with all of the terms of this Agreement and assume the responsibilities of DexCom hereunder.

7.4.2 Upon termination of this Agreement by DexCom under Section 7.2.2, for breach by SMTLLC of Representations and Warranties (Section 9.1, 9.2.2), DexCom shall have a worldwide, paid-up, royalty-free, perpetual and non-exclusive license under the SMTLLC Technology to make, have made, use, sell, and import Licensed Products and Reportable Products. In addition, SMTLLC shall return any and all Confidential Information of DexCom in

its possession at the time of termination. If, prior to such termination, DexCom has exercised its option under Section 2.3, then the license granted in the preceding sentence shall extend to Future Products.

7.4.3 Upon the termination or expiration of this Agreement for any reason other than under Section 7.2.2, each party shall return any and all Confidential Information of the other party in its possession at the time of such termination or expiration. Termination or expiration of this Agreement shall not relieve the parties of any obligation accruing prior to such termination or expiration.

7.5 Disposition of Products on Hand upon Termination or Expiration. Upon termination of this Agreement by DexCom under Section 7.2.1 or by SMTLLC under Section 7.3, DexCom shall have the privilege of disposing of all previously made or partially made Licensed Products and Reportable Products, but no more, within a period of one hundred eighty (180) days following the effective date of termination, provided, however, that the sale of such Licensed Products and Reportable Products shall be subject to the terms of this Agreement including, but not limited to, the payment of royalties; and SMTLLC shall have the privilege of disposing of all previously made or partially made SMTLLC Products, but no more, until all such SMTLLC Products are disposed of, within a period of one hundred eighty (180) days following the effective date of termination, provided, however, that the sale of such Products shall be subject to the terms of this Agreement including, but not limited to, the payment of royalties.

8. Indemnity.

8.1 By SMTLLC. SMTLLC shall indemnify, hold harmless and defend DexCom, its Affiliates, employees, officers, directors and agents, from and against any and all claims, suits, losses, damages, costs, fees and expenses (including, without limitation, reasonable attorneys' fees) resulting from or arising out of Third Party claims resulting from or arising out of an SMTLLC breach of any of its warranties contained in Section 9.1; provided, however, that SMTLLC shall have no indemnification obligation for claims resulting from the unauthorized practice of the SMTLLC Technology.

8.2 Procedures. The party seeking indemnification hereunder (the "***Indemnified Party***") shall: (i) promptly notify the party obligated to indemnify (the "***Indemnifying Party***") of any loss for which the Indemnified Party seeks indemnification; (ii) cooperate fully with the Indemnifying Party and its legal representatives in the investigation of any matter the subject of indemnification; (iii) permit the Indemnifying Party full control over the defense and settlement of any matter subject to indemnification; and (iv) not unreasonably withhold its approval of the settlement of any claim, liability or action by the Indemnifying Party covered by this indemnification provision.

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9. Representations and Warranties.

9.1 Each party hereby represents and warrants

9.1.1 No Conflicting Agreements. Both parties warrant that they have no agreements with any third party or commitments or obligations which conflict in any way with their obligations under this Agreement. Neither Party will enter into during the term of this Agreement any agreement, commitment or obligation in conflict with its obligations under this Agreement.

9.1.2 Corporate Power. Such party is duly organized and validly existing under the laws of the state of its incorporation and has full corporate power and authority to enter into this Agreement and to carry out the provisions hereof.

9.1.3 Binding Agreement. This Agreement is a legal and valid obligation binding upon it and enforceable in accordance with its terms. The execution, delivery and performance of this Agreement by such party does not conflict with any agreement, instrument or understanding, oral or written, to which it is a party or by which it may be bound, nor violate any, law or regulation of any court, governmental body or administrative or other agency having jurisdiction over it.

9.2 By SMTLLC.

9.2.1 As of the Effective Date, SMTLLC hereby represents and warrants that to the best of its knowledge there do not exist any patents or pending patent applications owned or controlled by SMTLLC other than the SMTLLC Patents, which would be infringed by the practice of the SMTLLC Technology or which would otherwise prevent the practice of any Valid Claim. The parties agree and acknowledge that if such patents or patent applications owned or controlled by SMTLLC are subsequently found to have existed prior to the Effective Date, or during the Term with respect to the SMTLLC Patents granted hereunder, SMTLLC shall grant to DexCom a fully paid-up, royalty-free, exclusive, worldwide license to such patents and/or patent applications, to the extent necessary or useful for the practice of the SMTLLC Technology.

9.2.2 SMTLLC represents, warrants and covenants to DexCom that: (i) it is the owner of all right, title and interest in and to the SMTLLC Technology and the Marks; (ii) it has not granted any license under the SMTLLC Technology in the Field of Use, except to DexCom. pursuant to this Agreement, and is under no obligation to grant any such license; (iii) there are no outstanding liens, encumbrances, agreements or understandings of any kind, whether written, oral or implied, regarding the SMTLLC Technology which are in conflict with any provision of this Agreement; (iv) no patent or patent application within the SMTLLC Technology or any SMTLLC Patent is the subject of any pending interference, opposition, cancellation or other protest proceeding in the United States; (v) there have been no legal proceedings (including but not limited to requests for reexamination or motions for summary judgement) questioning or

bringing at issue in any way the validity of any SMTLLC Patent in the United States; and (vi) to the best of SMTLLC's knowledge, the practice or use of the SMTLLC Technology by DexCom as authorized herein will not infringe any Third Party Intellectual Property Rights in the United States

9.2.3 SMTLLC represents, warrants and covenants to DexCom that: (i) no patent or patent application within the SMTLLC Technology or any SMTLLC Patent is the subject of any pending interference, opposition, cancellation or other protest proceeding outside the United States; (ii) there have been no legal proceedings (including but not limited to requests for reexamination or motions for summary judgement) questioning or bringing at issue in any way the validity of any SMTLLC Patent outside the United States; and (iii) to the best of SMTLLC's knowledge, the practice or use of the SMTLLC Technology by DexCom as authorized herein will not infringe any Third Party Intellectual Property Rights outside the United States.

10. Limitation of Liability.

10.1 IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, WHETHER BASED UPON A CLAIM OR ACTION OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY OR OTHER TORT, OR OTHERWISE, ARISING OUT OF THIS AGREEMENT;

10.2 OTHER THAN WITH RESPECT TO A PARTY'S LIABILITY FOR BREACH OF SECTION 5 OR PARTY'S INDEMNIFICATION OBLIGATION UNDER SECTION 8, EACH PARTY'S AGGREGATE LIABILITY IN CONNECTION WITH THE SMTLLC TECHNOLOGY, THE LICENSED PRODUCTS, THE REPORTABLE PRODUCTS OR OTHERWISE OUT OF THIS AGREEMENT, WILL BE LIMITED TO THE AGGREGATE AMOUNT ACTUALLY PAID BY DEXCOM TO SMTLLC HEREUNDER

11. Miscellaneous Provisions.

11.1 Choice of Law; Jurisdiction and Venue. This Agreement is made in accordance with and shall be governed, construed and enforced solely and exclusively in accordance with the laws of the State of California, without regard to conflicts of law rules. In any legal action relating to this Agreement, each party agrees: (a) to the exercise of jurisdiction over it by a state court in San Diego County, California or a federal court in the Southern District of California; and (b) that if such party brings an action it shall be instituted in one of the courts specified in subsection (a) above.

11.2 Insurance. DexCom shall purchase and maintain in effect throughout the Term a policy of products liability insurance covering all claims with respect to Licensed Products and Reportable Products manufactured or Sold within the term of any license granted hereunder,

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which policy shall be for [*****] coverage, or shall change from time to time but be in the same comparable form and coverage as the foregoing policy. DexCom shall furnish a certificate of such insurance to SMTLLC on or before the date of the first Sale or use of Licensed Products.

11.3 Patent Marking. To the extent required by applicable law, DexCom shall mark all Licensed Products or Reportable Products or their container in accordance with the patent marking laws of the country in which such Licensed Products or Reportable Products are manufactured, used or sold.

11.4 Registered Trademark Markings. DexCom will utilize the registered trademark of [*****]® (the "Marks") when referring to the [*****] which results through use of SMTLLC Patents or Licensed Know-How, and SMTLLC hereby grants to DexCom a fully paid-up, royalty-free, worldwide right and license under the Marks in connection with such utilization. SMTLLC shall have the right to insure proper quality control is performed by DexCom in connection with all goods bearing the [*****]® trademark, and shall also have the right to insure that all uses of such mark are made in accordance with applicable trademark law. All uses of the [*****]® trademark by DexCom shall inure to the benefit of SMTLLC.

11.5 Relationship of the Parties. The relationship between the parties is that of independent contractors, and nothing in this Agreement shall be construed to constitute the parties as principal and agent, employer and employee, partners, joint venturers, co-owners, agents or otherwise as participants in a joint undertaking. Neither party has authority to bind the other.

11.6 Tax Withholding. In the event that DexCom is required to withhold taxes imposed upon SMTLLC for any payment under this Agreement by virtue of the statutes, laws, codes or governmental regulations of a country in which Licensed Products, Reportable Products, or Future Products are sold, then such payments will be made by DexCom on behalf of SMTLLC by deducting them from the payment then due SMTLLC and remitting such taxes to the proper authorities on a timely basis, and the payments provided for under this Agreement will be adjusted appropriately, provided that DexCom supplies SMTLLC with official documentation and/or tax receipts for such withholdings supporting such taxes and such payments as may be required by SMTLLC for its tax records on or before the date on which such payment is due SMTLLC under this Agreement.

11.7 Force Majeure. Nonperformance of either party will be excused to the extent that performance is rendered impossible by strike, fire, flood, power outages, governmental acts or orders or restrictions, or any other reason where failure to perform is beyond the reasonable control of and is not caused by the negligence of the non-performing party.

11.8 Assignment. Neither party shall assign or delegate this Agreement, in whole or in part, without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed, provided, however, that DexCom may assign this Agreement

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to a parent, subsidiary, or successor-in-interest to its business (whether by merger, acquisition, consolidation, or sale of substantially all of its shares or assets), provided that the assignee agrees to the terms and conditions herein. Any permitted assignment will not expand the scope of the licenses granted herein. Any attempted assignment or delegation in violation of the preceding will be null and void. Subject to the foregoing, this Agreement shall be binding on and inure to the benefit of the parties and their respective successors and permitted assigns.

11.9 Public Announcements. If either party desires to, or is required by law to, make a public announcement concerning the Agreement or the subject matter hereof, such party will give reasonable prior advance notice of the proposed text of such announcement to the other party for its review and approval. Except as defined within this agreement as Confidential Information, neither party will withhold this approval unnecessarily.

11.10 Notices. All notices and other communications hereunder will be in writing and will be deemed given if delivered personally or by facsimile transmission (receipt verified), or sent by express courier service, to the parties at the following addresses (or at such other address for a party as will be specified by like notice; provided, that notices of a change of address will be effective only upon receipt thereof):

If to SM Technologies, LLC (SMTLLC)

SM TECHNOLOGIES, LLC. (SMTLLC)
attn: Manager
3190 Chula Vista Circle
Salt Lake City, Utah 84121

If to DexCom, addressed to:

DexCom Inc.
attn: Chief Executive Officer
6725 Mesa Ridge Rd., suite 100
San Diego, California 92121
[*****]

11.11 Amendment. No amendment, modification or supplement of any provision of the Agreement will be valid or effective unless made in writing and signed by a duly authorized officer of each party.

11.12 Waiver. No provision of the Agreement unless such provision otherwise provides will be waived by any act, omission or knowledge of a party or its agents or employees except by an instrument in writing expressly waiving such provision and signed by a duly authorized officer of the waiving party.

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11.13 Survival. In the event of termination of this Agreement, Sections, 4.7 (for a period of [*****] years), 5, 7.4, 7.5, 8, 9, 10, and 11 shall survive.

11.14 Severability. Whenever possible, each provision of the Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of the Agreement is held to be prohibited by or invalid under applicable law, such provision will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of the Agreement.

11.15 Entire Agreement. This Agreement constitutes the complete, final and exclusive understanding and agreement of the parties and cancels and supersedes any and all prior or contemporaneous negotiations, correspondence, understandings and agreements, whether oral or written, between the parties respecting the subject matter thereof.

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In Witness Whereof, the parties hereto have duly executed this Agreement as of the Effective Date.

DEXCOM, INC.		SM TECHNOLOGIES, LLC	
By:	/s/ JOHN F. BURD	By:	/s/ [*****]
Name:	John F. Burd	Name:	[*****]
Title:	Chief Executive Officer	Title:	Manager

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QuickLinks

Exhibit 10.09

Exhibit 10.10

CONFIDENTIAL TREATMENT REQUESTED

AGREEMENT REGARDING TERMS OF SALE

THIS AGREEMENT REGARDING TERMS OF SALE ("Agreement") is entered into as of the 23rd day of May, 2003 ("Effective Date"), by and between **AMI SEMICONDUCTOR, INC.**, on its own behalf and on behalf of its subsidiaries (individually and collectively, "AMIS"), a Delaware corporation having its principal place of business at 2300 Buckskin Road, Pocatello, Idaho 83201, U.S.A., and **DEXCOM, INC.** ("*DexCom*"), a Delaware corporation, having its principal place of business at 6725 Mesa Ridge Road, Suite 100, San Diego, California 92121, U.S.A. AMIS and DexCom also are hereinafter referred to individually as a "party," and jointly as the "parties."

WHEREAS, DexCom desires to have AMIS design, manufacture and sell to DexCom certain semiconductor products, and AMIS desires to design, manufacture and sell to DexCom such semiconductor products; and,

WHEREAS, DexCom and AMIS desire to establish the terms and conditions of their business relationship, including the "Terms of Sale" that will govern all purchase orders submitted by DexCom and accepted by AMIS;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

ARTICLE I

All purchase orders issued by DexCom to AMIS shall be subject in each instance to acceptance in writing by AMIS, as evidenced exclusively by the issuance of a written acknowledgement of purchase order by AMIS.

ARTICLE II

All purchase orders issued by DexCom to AMIS, and all products designed and manufactured by AMIS for DexCom, shall be subject to the separately-executed "Indemnity Agreement" (annexed hereto as **Exhibit A**) entered into by DexCom and AMIS. Such Indemnity Agreement shall survive any cancellation, termination or expiration of any agreement, or any part thereof, including without limitation this Agreement, between DexCom and AMIS.

ARTICLE III

The following "DexCom/AMIS Terms of Sale" in all respects shall govern, and shall be deemed in each instance to be incorporated by reference in, all purchase orders issued by DexCom to AMIS and all acknowledgments of purchase order issued by AMIS in response to

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such purchase orders, and the "DexCom/AMIS Terms of Sale" shall supersede in their entirety any preprinted terms and conditions contained in any purchase orders issued by DexCom to AMIS and/or in any acknowledgments of purchase orders issued by AMIS to DexCom (in the "DexCom/AMIS Terms of Sale" set forth below, the term "Seller" shall be deemed to refer to AMIS, and the term "Buyer" shall be deemed to refer to DexCom):

DEXCOM/AMIS TERMS OF SALE

1. ACCEPTANCE: *THE TERMS OF SALE CONTAINED HEREIN APPLY TO ALL QUOTATIONS MADE AND PURCHASE ORDERS ENTERED INTO BY THE SELLER AND BUYER AS WELL AS TO THE DELIVERABLES DESCRIBED IN SELLER'S "FIRM PROPOSAL PREPARED FOR DEXCOM, BID CONTROL NUMBER (BCN) [*****] (A COPY OF WHICH IS ANNEXED TO THIS AGREEMENT AS* ***EXHIBIT B****), PERTAINING TO THE "SENSOR ASIC AND HANDHELD COMMUNICATOR" PROJECT. SOME OF THE TERMS SET OUT HERE MAY DIFFER FROM THOSE IN BUYER'S PURCHASE ORDER AND SOME MAY BE NEW. THESE TERMS OF SALE WILL CONTROL IN THE EVENT OF ANY ADDITIONAL OR INCONSISTENT TERMS IN BUYER'S PURCHASE ORDER. SELLER'S FAILURE TO OBJECT TO PROVISIONS CONTAINED IN ANY COMMUNICATION FROM BUYER SHALL NOT BE DEEMED A WAIVER OF THE PROVISIONS OF THESE TERMS OF SALE. ANY CHANGES IN THE TERMS CONTAINED HEREIN MUST SPECIFICALLY BE AGREED TO IN WRITING BY AN OFFICER OF THE SELLER BEFORE BECOMING BINDING ON EITHER THE SELLER OR THE BUYER. All orders or contracts must be consistent with these Terms of Sale, unless otherwise specifically agreed in writing by Seller. Seller agrees to accept and fulfill purchase orders submitted by Buyer to Seller that are consistent with these Terms of Sale, are consistent with mutually agreed-upon lead times, and encompass cumulative die quantities of up to [*****] units per year. Subject to the foregoing and to Seller's then-existing capacity constraints, Seller agrees to accept and fulfill additional purchase orders submitted by Buyer to Seller that are consistent with these Terms of Sale and are consistent with mutually agreed-upon quantities and lead times with respect to services and/or products encompassed by such purchase orders.*

2. PAYMENT:

(a) Unless otherwise agreed, all invoices are due and payable thirty (30) days from the later of the date of invoice or product shipment and notification to Buyer. No discounts are authorized. Shipments, deliveries, and performance of work shall at all times be subject to the approval of the Seller's credit department or prepayment by Buyer. The Seller may at any time decline to make any shipments or deliveries or perform any work except upon receipt of payment or upon terms and conditions or security reasonably satisfactory to such department.

(b) If, in the judgment of the Seller, the financial condition of the Buyer at any time does not justify continuation of production or shipment on the terms of payment originally specified, for reasons including but not limited to Buyer's bankruptcy or insolvency, the Seller may require full or partial payment in advance and, in the event of the bankruptcy or insolvency of the Buyer or in the event any proceeding is brought by or against the Buyer under the bankruptcy or insolvency laws, the Seller shall be entitled to cancel any order then outstanding and shall receive reimbursement for its cancellation charges.

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(c) Each shipment shall be considered a separate and independent transaction, and payment therefore shall be made accordingly shipments are delayed by the Buyer, payments shall become due on the date when the Seller is prepared to make shipment. If the work covered by the purchase order is delayed by the Buyer (e.g., Buyer does not perform its material undertakings in connection with the shipment), payments shall be made based on the purchase price and the percentage of completion. Products held for the Buyer as a result of delays by the Buyer shall be at the risk and expense of the Buyer.

3. TAXES: *Unless otherwise provided herein, the amount of any present or future sales, revenue, excise or other taxes, fees, or other charges of any nature (but expressly excluding taxes on the income of Seller), imposed by any public authority, (national, state, local or other) applicable to the services or products covered by these Terms of Sale, or the performance of services and/or manufacture or sale of products hereunder, shall be added to the purchase price and shall be paid by the Buyer, or in lieu thereof, the Buyer shall provide the Seller with a tax exemption certificate acceptable to the taxing authority.*

4. F.O.B. POINT: *All sales are made F.O.B. point of shipment. Seller's title passes to Buyer, and Seller's liability as to delivery ceases, upon making delivery of material purchased hereunder to carrier at shipping point, the carrier acting as Buyer's agent. All claims for damages must be filed with the carrier. Shipments will normally be made by Parcel Post, United Parcel Service (UPS), Air Express, or Air Freight. Unless specific instructions from Buyer specify which of the foregoing methods of shipment is to be used, the Seller will exercise its own discretion.*

5. DELIVERY:

(a) Shipping dates are approximate and are based upon prompt receipt from Buyer of all necessary information. In no event will Seller be liable for any re-procurement costs, nor for delay or non-delivery, due to causes beyond its reasonable control including, but not limited to, acts of God, acts of civil or military authority, priorities, fires, strikes, lockouts, slow-downs, shortages not within Seller's reasonable control, factory conditions not within Seller's reasonable control, labor conditions, yield problems not within Seller's reasonable control, and inability due to causes beyond the Seller's reasonable control to obtain necessary labor, materials, or manufacturing facilities. In the event of any such delay, the date of delivery shall, at the request of the Seller, be deferred for a period equal to the time lost by reason of the delay; provided that any delay (for any reason) in excess of three (3) months will entitle Buyer to cancel any (or all) pending orders.

(b) In the event Seller's production is curtailed for any of the above reasons so that Seller cannot deliver the full amount released hereunder, Seller may allocate production deliveries among its various customers then under contract for similar goods. The allocation will be made in a commercially fair and reasonable manner. When allocation has been made, Buyer will be notified of the estimated quota made available.

6. INTELLECTUAL PROPERTY:

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(a) All intellectual property rights that belong to either party prior to and as of the date of the Agreement shall remain with such party. Except as otherwise expressly set forth herein, nothing contained in the Agreement shall operate or be construed to grant any license, by implication, estoppel or otherwise, under any of Buyer's or Seller's respective patents, copyrights, trade secrets, rights in mask work or other intellectual property rights.

(b) [*****]

*(c) In the event that a product designed and/or manufactured by Seller for Buyer incorporates in its design any of Seller's proprietary standard cells, base arrays, macros and/or other design data, and Seller at any time thereafter determines that Seller cannot or will not manufacture such product (or if Seller is in material uncured breach of the Agreement or these Terms of Sale), then, provided that Buyer is not in material uncured breach of the Agreement or these Terms of Sale (or any other agreement between Seller and Buyer pertaining to the supply of integrated circuits), Seller agrees to grant and hereby grants to Buyer (subject to the following proviso) a perpetual, irrevocable, fully paid-up, royalty-free license to use the design specification, top-level schematics, top-level simulation results, cell simulation results and documentation pertaining to the uniquely-configured product design by Seller for Buyer (pursuant to **Exhibit B** annexed to the Agreement) solely for the purpose of having such uniquely configured product manufactured for Buyer by an alternative manufacturer (provided, however, that before Buyer uses or attempts to use the aforementioned design specification, top-level schematics, top-level simulation results, cell simulation results and/or documentation to have such uniquely-configured product manufactured for Buyer by an alternative manufacturer, Buyer must provide to Seller not less than ten (10) business days' written notice of such planned use by Buyer so as to permit Seller to seek such injunctive and/or other relief as Seller may deem appropriate in the event that Seller disputes Buyer's rights to such use).*

(d) Buyer hereby represents and warrants to Seller that Buyer's provision to Seller of any Buyer design data, and Seller's use of such Buyer design data to design, develop and/or manufacture one or more integrated circuits for Buyer, does not: (i) constitute an unfair trade practice against any third party, (ii) misappropriate any trade secret of any third party, (iii) infringe any patent, copyright, mask work right, trademark or other intellectual property right of any third party, or (iv) tortiously interfere with or breach any contract between Buyer and any third party. Provided that Seller notifies Buyer promptly in writing and gives Buyer authority, information and assistance (at Buyer's expense) for the defense thereof. Buyer hereby agrees to defend, indemnify and hold harmless Seller against any claims, suits, actions, proceedings at law or in equity, inquiries and/or investigations brought or asserted by any third party(ies) ("Third Party Claims") against Seller, and any and all liability, damages, losses, costs and/or expenses, including reasonable attorney's fees and expenses, arising out of any such Third Party Claims (regardless of whether relating to unfair trade practice, misappropriation of a trade secret of any third party, infringement of any patent, copyright, mask work right, trademark or other intellectual property right of any third party, and/or tortious interference with or breach of any contract between Buyer and any third party) to the extent any such Third Party Claims arise from and/or are alleged to have arisen from: (i) Buyer's provision to Seller of Buyer's design data, (ii) Seller's use of Buyer's design data to design, develop and/or manufacture one or more integrated circuits for Buyer, and/or

(iii) compliance with Buyer's designs, specifications and/or instructions; provided, however, that Buyer shall have no indemnification obligations hereunder to the extent that a Third Party Claim arises from or is based on any combination by Seller of Buyer's design data, designs and/or specifications with other design data, designs or information not provided by Buyer. The sale of products by Seller does not convey any license, by implication, estoppel or otherwise, under patent claims covering combinations of those products with other devices or elements.

(e) Subject to subpart (d) above, and provided that Buyer notifies Seller promptly in writing and gives Seller authority, information and assistance (at Seller's expense) for the defense thereof, Seller hereby agrees to defend, indemnify and hold harmless Buyer against any Third Party Claims brought or asserted against Buyer, and any and all liability, damages, losses, costs and/or expenses, including reasonable attorneys' fees and expenses, arising out of any such Third Party Claims to the extent any such Third Party Claims arise from and/or are alleged to have arisen from: (i) a claim that any product, or any part thereof furnished by Seller hereunder constitutes an infringement of any U.S. patent, and/or (ii) any knowing and intentional misappropriation by Seller of proprietary information of any third parties. If such product, or any part thereof is held in such suit or proceeding to constitute infringement of a U.S. patent, and the use of such product is enjoined, Seller shall, at its own expense, procure for Buyer the right to continue using such product or part thereof, replace the same with a non-infringing product, modify, the product so that it becomes non-infringing, or authorize Buyer's return of such product to Seller and upon its receipt refund the price and transportation and installation costs thereof. Subject to subpart (f) below, the foregoing states the entire liability of Seller for infringement by such product or any part thereof. THIS PROVISION IS STATED IN LIEU OF ANY OTHER EXPRESS, IMPLIED OR STATUTORY WARRANTY AGAINST INFRINGEMENT, AND SHALL BE THE SOLE AND EXCLUSIVE REMEDY FOR INFRINGEMENT OF ANY KIND.

(f) In connection with any indemnification obligation under either subpart (d) or (e) above, the following additional provisions shall apply:

(i) the party seeking indemnification with respect to a Third Party Claim shall not enter into any settlement of such claim without the written consent of the indemnifying party (which consent shall not unreasonably be withheld, conditioned or delayed), and the indemnifying party shall not enter into any settlement of such Third Party Claim (unless such settlement is solely for payment of an amount no greater than the maximum amount for which the indemnifying party is obligated to provide indemnification hereunder and the indemnifying party agrees in writing to pay such amount and not to contest its indemnity obligation with respect thereto) without the written consent of the indemnified party (which consent shall not unreasonably be withheld, conditioned or delayed);

(ii) notwithstanding anything to the contrary in the Agreement or these Terms of Sale, under no circumstances shall an indemnified party be entitled to indemnification under this Paragraph 6 with respect to special, indirect or consequential damages suffered by the indemnified party itself and,

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(iii) in no event shall Seller's or Buyer's total liability to the other party under or as a result of compliance with the provisions of subparts (d) and/or (e) above exceed the aggregate sum paid by Buyer to Seller for the NRE charges pertaining to the allegedly infringing product and for the purchase of production units of the allegedly infringing product.

7. INSPECTION: *Unless otherwise specified and agreed upon, the material and/or products to be furnished under these Terms of Sale shall be subject to the Seller's standard inspection at the place of manufacture and to Buyer's standard inspection (provided that Buyer's standard inspection is based on standards that are no more restrictive than the parties' mutually agreed-upon specifications for the relevant products) at the place of manufacture or at Buyer's facilities following shipment (or both, as determined by Buyer). Any such inspection by Buyer at the place of manufacture shall be subject to prior written notice to Seller, shall be subject to Seller's confidentiality and security requirements, and shall be so conducted as to not interfere unreasonably with Seller's operations. Notwithstanding the foregoing, if, upon receipt of such material and/or products by Buyer, the same shall appear not to be free from defects in material and workmanship under normal use and service and to conform in all material respects to the then-current mutually agreed-upon product design specifications, the Buyer promptly shall notify, the Seller of such conditions and afford the Seller a reasonable opportunity to inspect the material and/or products. Seller's Return Material Authorization form, which Seller agrees to provide upon request from Buyer, must accompany such returned material and/or products.*

8. LIMITED WARRANTY:

(a) The Seller warrants that the products to be delivered under these Terms of Sale will be free from defects in material and workmanship under normal use and service and will conform in all material respects to the then-current mutually agreed-upon product design specifications. Seller's obligations under this warranty are limited to replacing or repairing or giving credit for, at its option, at its factory, any of said products which shall, within one (1) year after shipment, be returned to the Seller's factory of origin, transportation charges prepaid, and which are, after examination, disclosed to the Seller's satisfaction to be thus defective. THIS WARRANTY IS EXPRESSED IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, STATUTORY, OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND OF ALL OTHER OBLIGATIONS OR LIABILITIES ON THE SELLER'S PART, AND IT NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR THE SELLER ANY OTHER LIABILITIES IN CONNECTION WITH THE SALE OF THE SAID ARTICLES. This warranty shall not apply to any of such products which shall have been repaired or altered, except by the Seller, or which shall have been subjected to misuse, negligence, accident or improper storage. The aforementioned provisions do not extend the original warranty period of any product which has either been repaired or replaced by Seller.

(b) It is understood that if an order calls for the delivery of semiconductor devices which are not finished and fully encapsulated, then no warranty, statutory, express or implied, including the implied warranty of merchantability and fitness for a particular purpose, shall apply. All such devices are sold as is where is.

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9. PRODUCTS NOT WARRANTED BY SELLER: *Subpart (e) of Paragraph 6, Patents, and Paragraph 8, Limited Warranty, above, apply only to integrated circuits of Seller's own manufacture (or, if applicable, to integrated circuits manufactured by a third party for Seller which then are supplied by Seller to Buyer). IN THE CASE OF PRODUCTS OTHER THAN INTEGRATED CIRCUITS OF SELLER'S OWN MANUFACTURE (OR, IF APPLICABLE, IN THE CASE OF INTEGRATED CIRCUITS MANUFACTURED BY A THIRD PARTY FOR SELLER WHICH THEN ARE SUPPLIED BY SELLER TO BUYER), SELLER MAKES NO WARRANTIES, EXPRESS, STATUTORY OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FREEDOM FROM PATENT INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE. Such products may be warranted by the original manufacturer of such products. For further information regarding the possible warranty of such products, contact Seller.*

10. PRICE ADJUSTMENTS: *Seller's unit prices are based on certain material costs. These materials include, among other things, gold, packages and silicon. Adjustments shall be as follows:*

(a) [*****]

(b) [*****]

11. VARIATION IN QUANTITY: *If any purchase orders submitted and accepted under these Terms of Sale calls for a product not listed in Seller's current catalog, or for a product which is specially programmed for Buyer, it is agreed that Seller may ship a quantity which is [*****] more or less than the ordered quantity and that such quantity shipped will be accepted and paid for in full satisfaction of each party's obligation hereunder for the quantity ordered.*

12. CONSEQUENTIAL DAMAGES: *Notwithstanding anything to the contrary in these Terms of Sale, in no event shall Seller or Buyer be liable for special, incidental or consequential damages.*

13. GENERAL:

(a) The validity, performance and construction of these terms and all sales hereunder shall be governed by the laws of the State of California.

(b) The Seller represents that with respect to the production of articles and/or performance of the services covered by this order, it will fully comply with all requirements of the Fair Labor Standards Act of 1938, as amended, Williams-Steiger Occupational Safety and Health Act of 1970, Section 202 of Executive Order 11246, as amended and where applicable, and other affirmative action requirements made applicable to this order by federal statute, rule or regulation.

(c) The Buyer may make reasonable changes in the drawings, designs or specifications for the items, products and/or materials to be furnished hereunder without Seller's prior consent (provided that such changes do not result in a significant additional development

cost to Seller). Seller agrees to implement such changes within a reasonable time, provided that Buyer agrees to pay Seller's customary and usual charges for such implementation.

(d) Except to the extent provided in Paragraph 2(b), above, and 14, below, purchase orders submitted and accepted under these Terms of Sale are not subject to cancellation or termination for convenience.

(e) Buyer acknowledges that all or part of the products purchased hereunder may be manufactured and/or assembled at any of Seller's facilities domestic or foreign.

(f) Buyer, by accepting products hereunder, certifies that it will not export or re-export the products furnished hereunder unless it complies fully with all laws and regulations of the United States relating to such export or re-export, including but not limited to the Export Administration Act of 1979 and the Export Administration Regulations of the U.S. Department of Commerce.

(g) Seller shall own all copyrights in or relating to each product developed by Seller whether or not such product is developed under contract with a third party.

(h) The design, development or manufacture by Seller of products for Buyer shall not be deemed to produce a work made for hire and shall not give to Buyer any copyright interest in the product or (except as otherwise expressly provided in subparts (b) and (c) of Paragraph 6 of these Terms of Sale) any interest in all or any portion of the mask works relating to the product. In addition, all such rights shall remain the property of Seller.

(i) Engineering work performed by Seller of any kind, including but not limited to, development of test programs, shall only be on a best efforts basis; provided that any uncured failure by Seller to perform mutually agreed-upon work in a timely manner under a mutually agreed-upon schedule will be deemed to be a breach of these Terms of Sale.

14. GOVERNMENT CONTRACT PROVISIONS: *If Buyer's original purchase order indicates by contract number that it is placed under a government contract, only the following provisions of the current Federal Acquisition Regulations are applicable, in accordance with the terms thereof with an appropriate substitution of parties, as the case may be—i.e., "Contracting Officer" shall mean "Buyer," "Contractor" shall mean "Seller," and the term "Contract" shall mean this order:*

52.202-1 Definitions; 52.232-11 Extras; 52.212-9 Variation in Quantity,. 52.232- 23 Assignment of Claims; 52.228-2 Additional Bond Security; 52.224-11 Certain Communist Areas; 52.222-4 Contract Work Hours and Safety Standards Act- Overtime Compensation; 52.222-20 Walsh-Healey Public Contracts Act, if this order exceeds $10,000; 52.222-26 Equal Opportunity; 52.203-1 Officials Not to Benefit; 52.203-5 Covenant Against Contingent Fees; 52.249-1 Termination for Convenience of the Government if this order does not exceed $500,000 (only to the extent that Buyer's contract is terminated for the convenience of the government); 52.246-1 Contractor Inspection Requirements; 52.247-1 Commercial Bills of Lading; 52.222-35 Affirmative Action Viet Nam Veterans if

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this order exceeds $10,000; 52.222-36 Affirmative Action Handicapped Workers, if this order exceeds $2,500; 52.222-1 Notice to the Government of Labor Disputes; 52.215-1 Examination of Records by Comptroller General; 52.220-3 Utilization of Labor Surplus Area Subcontracting Concerns.

15. TERM AND TERMINATION: *These Terms of Sale, the parties' Agreement in which these Terms of Sale are contained (but not* ***Exhibit A*** *annexed thereto, which shall survive any cancellation, termination or expiration for any reason), and the parties' rights and obligations under* ***Exhibit B*** *annexed to this Agreement, will have a term of [*****] from the Effective Date of the Agreement, except as provided below. Thereafter, the term will renew automatically for consecutive[*****] terms unless either party gives the other party at least [*****] notice of non-renewal prior to the end of the initial or any renewal term. Either party may terminate for material breach by the other party if the terminating party gives the breaching party written notice of the breach and such breach is not fully cured within the [*****] day period immediately following the breaching party's receipt of such written notice (provided that the cure period will be only [*****] days in length in the case of nonpayment of amounts due and owing). Upon written notice to Seller at any time during the development phase of any product being designed by Seller for Buyer, Buyer may terminate for Buyer's convenience the Agreement and these Terms of Sale with respect to such product, in which case: (i) Buyer promptly shall remit to Seller such portion of the entire unpaid balance of the NRE charges applicable to the next milestone toward which Seller was working at the time of termination as is sufficient to encompass all design and development work performed on such product by Seller with respect to such next milestone up to and including the date of termination; and, (ii) Seller promptly will provide to Buyer (subject to the terms, conditions and restrictions set forth in Paragraphs 6(b) and 6(c) above) only the then-current versions of the design specification and the top-level schematics for such product, and hereby grants to Buyer the right to use the same solely for the purpose of having such uniquely-configured product designed and/or manufactured by an alternative designer and/or manufacturer. As to pending orders as of the effective date of termination, the provisions of Paragraphs 2, 3, 4, 5, 7 and 10 of these Terms of Sale shall survive; and, in any event, the provisions of Paragraphs 6, 8, 9 and I1 through 15 of these Terms of Sale always shall survive termination of the Agreement for any reason. Seller's obligation under* ***Exhibit B*** *annexed to the Agreement also shall terminate upon termination of the Agreement or these Terms of Sale; provided that, in the event such termination results from Seller's uncured material breach of these Terms of Sale, Seller will deliver to Buyer (subject to the terms, conditions and restrictions set forth in Paragraphs 6(a) and 6(c) above), the design specification, top-level schematics, top-level simulation results, cell simulation results and documentation pertaining to the uniquely-configured product designed by Seller for Buyer pursuant to* ***Exhibit B*** *annexed to the Agreement, and hereby grants to Buyer the right to use the same solely for the purpose of having such uniquely-configured product designed and/or manufactured by an alternative designer and/or manufacturer. Neither party will be liable to the other party for damages of any kind or nature resulting solely from such party's exercise of its rights under this Paragraph 15.*

16. CONFIDENTIALITY: *Except as provided below, Buyer and Seller acknowledge and agree that the "Non-Disclosure Agreement" entered into by Buyer and Seller as of [*****] (the "NDA") shall govern exchanges by Buyer and Seller of confidential information. Subject to*

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the following proviso, at any time prior to the commencement of manufacture by Seller of production units of the product being designed by Seller for Buyer, Seller shall, upon request of Buyer, disclose to Buyer the following design data with respect to such product: [*****] (provided, however, that Seller's disclosure to Buyer of the aforementioned design data shall be subject to the following additional provisions: (i) such design data shall be protected by Buyer in accordance with the confidentiality restrictions set forth in the NDA, except that, notwithstanding anything to the contrary in the NDA, the duration of Buyer's confidentiality obligations under the NDA with respect to such design data shall be[*****] years from the date of Seller's disclosure thereof to Buyer; and, (ii) subject only to Paragraphs 6(c) and 15 above, Buyer shall use such design data solely for the purpose of designing a product to be manufactured exclusively by, and purchased by Buyer exclusively from, Seller).

ARTICLE IV

This Agreement (including **Exhibits A** and **B** annexed hereto) constitutes the entire agreement between the parties concerning the same subject matter, and supersedes and repeals all previous negotiations and/or understandings between the parties relating to this subject matter. This Agreement may not be modified, altered, changed or amended in any respect other than by a written amendment (which amendment shall be appropriately captioned to refer expressly to this Agreement, and the sole purpose of which amendment shall be to modify, alter, change or amend this Agreement) signed by both parties.

ARTICLE V

Any notice (other than routine transactional communications) to be given hereunder shall be in writing and shall be sent by certified mail, return receipt requested, addressed as follows (or to such other address as the parties may specify in writing):

To DexCom at:

DEXCOM, INC.
6725 Mesa Ridge Road, Suite 100
San Diego, California 92121, U.S.A.
ATTN: Steve Kemper
Director, U.S. Mixed Signal

To AMIS at:

AMI SEMICONDUCTOR, INC.
2300 Buckskin Road
Pocatello, Idaho 83201, U.S.A.
ATTN: Robert Floyd
Chief Financial Officer Operations

ARTICLE VI

This Agreement and its performance shall be governed by, subject to and construed in accordance with the laws of the State of California, United States of America (without reference to principles of conflicts of laws), and the parties hereby submit to the non-exclusive jurisdiction and venue of the state and/or federal courts located in the State of California and/or the State of Idaho, United States of America, for any dispute arising out of this Agreement.

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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the Effective Date by their respective authorized representatives.

AMI SEMICONDUCTOR, INC.		**DEXCOM, INC.**	
By:	/s/ CHRISTINE KING	By:	/s/ STEVEN KEMPER
Print Name:	Christine King	Print Name:	Steven Kemper
Title:	CEO	Title:	CFO
Date:	5-23-03	Date:	5-23-03

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EXHIBIT A

INDEMNITY AGREEMENT

This Indemnity Agreement ("Agreement") is entered into as of May 23rd, 2003 ("Effective Date") by and between **AMI SEMICONDUCTOR, INC.** ("Seller"), a Delaware corporation, and **DEXCOM, INC.** ("Buyer"), a Delaware corporation.

Seller and Buyer hereby agree that Buyer shall protect, defend, save, hold harmless and indemnify Seller, its directors, officers, employees, agents, subsidiaries, successors and assigns (as well as each of Seller's suppliers and subcontractors, and their respective directors, officers, employees, agents, subsidiaries, successors and assigns, all of whom are expressly agreed to be intended third-party beneficiaries of this Agreement) against any and all claims, losses, damages, actions, suits, proceedings at law or in equity, government inquiries or investigations, and any and all liability, costs or expenses, including attorney's fees, arising out of or in connection with any claim or any threatened claim of property damage, economic loss or other damages, in each such case resulting from personal injury, including death, with regard to any product, any part of any product, or any direct or indirect use of any product or part of any product furnished to Buyer by Seller or Seller's agent, including without limitation the design, development, manufacture, assembly, selection, testing, delivery, possession and operation of any such product or part of such product. The obligations of this Agreement shall survive any cancellation, termination or expiration of any agreement, or any part thereof, including without limitation this Agreement, between Buyer and Seller.

Buyer will conduct and control, through counsel of its own choosing, any claim, action, suit, proceeding, government inquiry or investigation which is or may be subject to Buyer's defense, indemnity and other obligations set forth in the immediately preceding paragraph of this Agreement. Seller (and/or, as applicable, Seller's suppliers or subcontractors) shall give Buyer prompt notice of any claim, action, suit, proceeding, government inquiry or investigation which is or may be subject to Buyer's defense, indemnity and other obligations set forth in the immediately preceding paragraph of this Agreement, and Seller (and/or, as applicable, Seller's suppliers or subcontractors) shall cooperate fully with Buyer (at Buyer's expense) in connection with any such matter (including making available properly discoverable documents and/or witnesses in response to discovery requests, consulting and cooperating with Buyer in connection with Buyer's preparation of responses to discovery requests and Buyer's filing of pleadings, and otherwise assisting in Buyer's defense of any such matter). Nothing in this Agreement shall prevent Buyer from assuming the timely good faith appeal of any judgment rendered by any court of competent jurisdiction against Seller (and/or against any of Seller's

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suppliers or subcontractors). In the case of a timely good faith appeal of any such judgment by either Buyer or Seller (and/or by any of Seller's suppliers or subcontractors), Buyer's obligation to indemnify Seller (and/or any of Seller's suppliers or subcontractors) as provided in this Agreement as to such judgment (exclusive of all other costs or expenses, including but not limited to attorney's fees suffered by Seller and/or any of Seller's suppliers or subcontractors) shall not arise until such judgment has been fully adjudicated by an appropriate court, or otherwise settled or agreed to be settled by Seller and Buyer.

Seller (and/or, as applicable, Seller's suppliers or subcontractors) shall not enter into any settlement of any claim, action, suit, proceeding, government inquiry or investigation which is or may be subject to Buyer's defense, indemnity and other obligations set forth in the second paragraph of this Agreement without the written consent of Buyer (which consent shall not unreasonably be withheld, conditioned or delayed), and Buyer shall not enter into any settlement of any claim, action, suit, proceeding, government inquiry or investigation which is or may be subject to Buyer's defense, indemnity and other obligations set forth in the second paragraph of this Agreement without the written consent of Seller (and/or, as applicable, Seller's suppliers or subcontractors), which consent shall not unreasonably be withhold, conditioned or delayed.

Notwithstanding anything to the contrary in this Agreement, under no circumstances shall Seller (and/or, as applicable, Seller's suppliers or subcontractors) be entitled to indemnification hereunder from Buyer with respect to special, incidental or consequential damages suffered by Seller itself (and/or, as applicable, by Seller's suppliers or subcontractors themselves).

No other separate contract or other document (except a written amendment to this Agreement prepared and executed by Seller and Buyer in accordance with the immediately following sentence) that now or hereafter may exist between Seller and Buyer shall be deemed to diminish the scope of, supersede or amend this Agreement. This Agreement cannot be modified, altered, changed or amended in any respect other than by a written amendment (which amendment shall be appropriately captioned to refer expressly to this Agreement, and the sole purpose of which amendment shall be to modify, alter, change or amend this Agreement) signed by both Seller and Buyer.

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Seller and Buyer have caused this Agreement to be executed by their respective duly authorized representatives as of the Effective Date.

AMI SEMICONDUCTOR, INC.		**DEXCOM, INC.**	
By:	/s/ Christine King	By:	/s/ Andy Rasdal
	(Signature)		(Signature)
Print Name:	Christine King	Print Name:	Andy Rasdal
Title:	CEO	Title:	President
Date:	5-23-03	Date:	5-23-03
		Attest: /s/ Steven Kemper	
			Corporate Assistant, Secretary & CFO

* This Indemnity Agreement is to be executed by Buyer's President and attested by Buyer's Corporate Secretary.

EXHIBIT B

**AMIS'S FIRM PROPOSAL PREPARED FOR DEXCOM,
BID CONTROL NUMBER (BCN) [*****],
PROJECT NAME: SENSOR ASIC AND HANDHELD COMMUNICATOR**

(Copy to be attached.)

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Firm Proposal

Prepared For

DexCom

6725 Mesa Ridge Road, Suite 100
San Diego, California, 92121, USA

Bid Control Number (BCN)

[*****]

Project Name

Sensor ASIC and
HandHeld Communicator

Strictly Private
For DexCom Use Only

Proposal Prepared By
Yong Chu Murphy
AMI Semiconductor, Inc.
151 3rd St.
Pocatello, ID 83201
[*****]

Proposal Submitted By
Kurt Steenblock
Centaur Corporation—San Diego
5925 Kearny Villa Road, 2nd Floor
San Diego, CA, 92123.
[*****]

TABLE OF CONTENTS

I. OVERVIEW 3

II. DESIGN SPECIFICATIONS & ASSUMPTIONS 3

III. PROCEDURES & SCHEDULES 4

A. PROCEDURES 4

B. SCHEDULES 4

IV. NRE CHARGES 6

A. NRE PAYMENT SCHEDULE 6

V. SAMPLES & PROTOTYPES 8

VI. PRODUCTION PRICING 8

A. REGULAR PRODUCTION 8

B. RISK PRODUCTION 9

VII. TERMS & CONDITIONS 9

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I. OVERVIEW

AMI Semiconductor, Incorporated (AMIS) is pleased to provide the following Firm Proposal for DexCom's Implantable Glucose Meter and Handheld Communicator.

II. DESIGN SPECIFICATIONS & ASSUMPTIONS

Parameter	Assumption
ASIC Technical Parameters	
Digital Gates	**[*****]**
Digital Functions	**[*****]**
Memory Elements	**[*****]**
Analog/Megacell Functions	**[*****]**
	[*****]
Vector Count	**[*****]**
Number of Pads	**[*****]**
Library	**[*****]**
Design Handoff	**[*****]**
AMIS Implementation Parameters	
AMIS Device(1)	**[*****]**
Die Size	**[*****]**
Device Technology	**[*****]**
Supply Voltage range	**[*****]**
Operating Temperature	**[*****]**
Test Requirements	**[*****]**
Tester	**[*****]**
Test Time	**[*****]**
Production Parameters	
Package	**[*****]**
Production Screening	**[*****]**
NRE/Unit Price	**See Tables 3 and 5**

Table 1: Implantable Meter Design Assumptions Handheld Assumptions: [*****]

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III. PROCEDURES & SCHEDULES

AMIS assures that all design needs will be satisfied in the **[*****]** process.

A. Design Procedure

The following is the list of design procedures:

- DexCom and AMIS will do Phase 1 of the project where the specification is defined and finalized.
- DexCom and AMIS will jointly agree on the design and test specification.
- Test specification to be agreed upon before top-level design is complete.
- AMIS will be responsible for the mixed signal design, layout, generation of fab tooling and test development and prototype production.
- DexCom and AMIS will perform post layout review. Reticles can only be generated after review is complete.
- AMIS will manufacture, assemble, test and deliver baseline samples and prototypes.

B. Implantable Meter Design Schedule

The preliminary design schedule is given in NRE Charges below. Handheld Design Schedule will be conducted in parallel.

Development Task	Customer	AMIS	Schedule
AMIS Efforts(1)(3)			
Specification generation starts	X	X	**[*****]**
T-0 Specification agreed to, Design starts	X	X	
Cell Design, Layout and Simulation		X	**[*****]**
Design/Cell Reviews, Integration		X	**[*****]**
Circuit Design and Simulation		X	**[*****]**
Chip Level Layout / DRC / LVS		X	**[*****]**
Prototype Fabrication Efforts			
Ship Tape-Tapeout(4)		X	
Generate Reticles		X	**[*****]**
Water Fabrication(5)		X	**[*****]**
Wafer Sort		X	**[*****]**
Sample Assembly		X	**[*****]**
Sample Test—25°C		X	**[*****]**
Ship Samples		X	
Ship Prototypes		X	
Total to Samples			**[*****]**
Total to Prototypes			**[*****]**

Table 2: Implantable Meter Design Schedule

(1) These schedules will vary with the quality of the ASIC design data received and do not include any engineering queue time.

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(2) ***Specification definition and specification formalization phase must be completed and a firm specification in place by customer before AMIS begins design work.***

(3) The schedule only represents AMIS' part of the development and does not include any delays due to customer.

(4) Tape out is defined as completion and approvals of post-layout simulations. It is also assumed that all necessary DRC and LVS checking is completed.

(5) Wafer fabrication assumes a priority expedite in fab. Although AMIS makes every effort to secure these expedite for first silicon lots, AMIS does not guarantee that an expedite will be available when the device starts fab—which could affect the schedule. If a priority expedite is not readily available the device will start in fab. Once in fab, the device may be placed on an expedite, should one become available.

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IV. NRE CHARGES

There is no NRE charge for the minor modification of the [*****] to meet the Handheld Requirements [*****]. [*****] of below NRE will be incentive based. See Table 3.

This NRE includes the following:

- Design kit, documentation, and software macro libraries
- Cell/Circuit design and layout
- QC Simulation.
- Layout, Back Annotation
- Schematic 1 Geometric Verification
- Photomask tooling and Mask sets
- **[*****]** package selection
- Test program generation
- **[*****]** samples tested per Note 1, **[*****]** untested
- **[*****]** per Spec

A. NRE Payment Schedule

Time in Months	Milestone	Payment
Start	Specification generation starts	**[*****]**
T-[*****]	Specification Agreed to, Design starts	**[*****]**
T-[*****]	Preliminary Design Approved	**[*****]**
T-[*****]	Critical Design Review	**[*****]**
T-[*****]	Tape Out, Reticles ordered	**[*****]**
T-[*****]	[*****] Tested Samples + [*****] untested parts Delivered per Note 1	**[*****]**
T-[*****]	Sample on-time bonus	**[*****]**
T-[*****]	[*****] Prototypes Delivered	**[*****]**
T-[*****]	Prototype on-time Bonus per Note 2	**[*****]**
T-[*****]	[*****] additional Prototypes delivered	**[*****]**
	TOTAL if Bonus Achieved:	**[*****]**

Table 3: NRE Payment Schedule

Note One:

AMIS and Dexcom agree to a **[*****]** incentive for sample delivery, will be paid by Dexcom to AMIS if the following circumstances are met at room temperature:

1) Samples delivered within **[*****]** weeks of time zero (T-0).

2) All specification changes requested by Dexcom after time zero will be evaluated and the schedule impact will be mutually agreed to and added, if appropriate, to schedule.

3) Working electrode current to count linearity of **[*****]** based on sample points at **[*****]** and **[*****]**.

4) Total average current consumption **[*****]**

5) Working electrode current to count minimum resolution down to **[*****]** per count.

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6) Output power range between **[*****]** and **[*****]** dBm

7) Transmit Periodicity **[*****]** minutes **[*****]**

Note Two:

AMIS and Dexcom agree to a **[*****]** incentive for prototype delivery, will be paid by Dexcom to AMIS. [*****] are delivered not more than **[*****]** weeks from time zero fully tested to best available test per Design Specification.

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V. SAMPLES & PROTOTYPES

Upon successful completion and post layout verification, AMIS will manufacture, assemble, test, and deliver baseline samples, which are included in the NRE charge.

Samples are tested to best available test per Note 1. DexCom may wish to place an order for additional samples.

Upon receipt of Sample Approval, AMIS will assemble **[*****]**, which are included in the NRE charge. Prototypes are tested to best available test per Test Specification. Shipment of prototypes is contingent upon successful completion of a specification compliant test.

Prototypes and pricing are summarized in Table VI below.

AMIS Device	Price
Baseline Samples [*****] tested plus [*****] untested	Included in NRE (die only no [*****])
[*****]	Included in NRE
Additional Samples/Prototypes	The greater of [*****] or [*****]

Table 4: Prototype Pricing

VI. PRODUCTION PRICING

A. Regular Production

Annual Volume	Meter Unit Pricing	Hand-Held Unit Pricing
[*****]	**[*****]**	**[*****]**
[*****]	**[*****]**	**[*****]**
[*****]	**[*****]**	**[*****]**

Table 5: Production Pricing

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B. Risk Production

1. Risk production orders must be placed prior to Tapeout.

2. Pricing for risk production is **[*****]** the low volume price with a **[*****]** minimum. Maximum risk order is **[*****]** units.

3. Risk lead-time is **[*****]** weeks from Tapeout.

VII. TERMS & CONDITIONS

1. This quote is valid for thirty (30) days, and is intended for the use of DexCom only.

2. AMIS Terms of Sale which will be sent to customer shall apply to any purchase order resulting from this quote.

3. Production units to be produced in accordance with AMIS specifications for Implantable Class 3 medical devices.

4. Production lead-times vary Please contact the factory.

5. Wafer Sort @ maximum operating temperature (all electrical tests).

6. [**[*****]** final test per spec.

7. QC testing at maximum operating temperature.

8. A **[*****]** under-run is allowed for production. The order balance will be canceled.

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QuickLinks

Exhibit 10.10

Exhibit 10.11

CONFIDENTIAL TREATMENT REQUESTED

[QUALLION LOGO]

PROPOSAL COVER SHEET

CUSTOMER INFORMATION

Company:	DexCom Inc.
Contact Person:	Mr. Jim Brauker, Vice President of R&D
Phone Number:	[*****]
Fax Number:	[*****]
Address:	6725 Mesa Ridge Road, Suite 100, San Diego, CA 92121

PROPOSAL SUMMARY

Proposal No.:	356 Rev. C
Title:	Development of Implantable Lithium Primary Battery for Continuous Glucose Sensor Devices
Submission Date:	May 21st, 2003
Expiration Date:	30 days
Contact Person:	Naoki Ota, Sr. Manager of Technologies and Applications Development
Contact Numbers:	[*****]
	[*****]
Content:	X I. Scope of Work
	X II. Schedule & Pricing
	X III. Contingencies
	X IV. Specifications & Qualification Plan
	IV. Drawings
	X VI. Terms & Conditions
	Other: _____

PROPOSAL ACCEPTANCE

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Quallion LLC

/s/ WERNER HAFELFINGER

Werner Hafelfinger
President

DexCom Inc.

/s/ JIM BRAUKER

Jim Brauker
Vice President of R&D

/s/ STEVE KEMPER

Steve Kemper
Chief Financial Officer

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[QUALLION LOGO]

I. SCOPE OF WORK

This proposal is for the design, development and manufacture of a lithium primary cell ("Cell") with the following model number:

QC0025B

The product is designed for use in the following Customer's Device(s):

Implantable Continuous Glucose Sensor System

For the following application:

Glucose Monitoring

Quallion's proposal is based on the specification and qualification protocol provided by the Customer as defined in section IV, Specifications & Qualification Plan.

[QUALLION LOGO]

II. SCHEDULE & PRICING

DEVELOPMENT:

Item Description	Qty	Timeline	Unit Price	Total
Phase I: R&D Engineering Cells	[*****]	[*****]	[*****]	[*****]
Phase II: Prototype Cells	[*****]	[*****]	[*****]	[*****]
TOTAL				[*****]

PRODUCTION:

Item Description	Qty	Timeline	Unit Price	Total
First Articles (Limited Qualifications)(1)	[*****]	[*****]	[*****]	[*****]
TOTAL				[*****]

NRE:

Item Description	Qty	Timeline	Unit Price	Total
NRE & Small Tooling	[*****]	[*****]	[*****]	[*****]
TOTAL				[*****]

Production capacity scale-up plan:

1) Small-production:

a. Maximum capacity of [*****] units/month, established [*****] after execution

b. of development work stated in this proposal.

c. Order lead-time: [*****]

d. Minimum order: [*****]

i. [****] [*] / cell
ii. [****] [*] / cell
iii. [****] [*] / cell

2) Scale-up production:

a. advanced notification from Customer required.

b. Additional fee may apply for production tooling to support scale-up effort.

c. Pricing configuration

i. [****] [*] / cell
ii. [****] [*] / cell
iii. [****] [*] / cell

Price to be reviewed by September 2003

(1) First Articles are provided with limited qualification testing.

III. CONTINGENCIES

This proposal is effective upon:

1) Customer's approval and signed acceptance of proposal prior to proposal expiration date.

2) Quallion's receipt of Customer Purchase Order per the Terms & Conditions listed in section VI.

The successful execution of deliverables is contingent upon:

1) Customer's approval and signed acceptance of Product Specification and Qualification Plan within 30 days after execution of Proposal.

IV. SPECIFICATIONS & QUALIFICATION PLAN

Please see attached documents:

1) Product Specification for QC0025B (#PS0013 Rev.2)

2) Customer Requirement of QC0025B for DexCom (#300456 Rev.2)

3) Qualification Plan for QC0025B

V. DRAWINGS

NONE APPLICABLE

[QUALLION LOGO]

VI. TERMS & CONDITIONS

Delivery:

Work will start on the first day after receipt of a written purchase order and follow the timeline shown in Section II, Schedule & Pricing.

Payment terms:

Tooling & NRE	[*****]	Down payment with written purchase order
	[*****]	30 days after delivery of First Articles
Qualified Cell Purchases:	[*****]	Down payment with purchase order
	[*****]	Net 30 days after delivery of cells

Others:

1) If Customer desires to make any modifications to the Cell specification, such modifications may be proposed to Quallion in writing and Quallion shall give such proposal its prompt attention. Quallion will respond to Customer's proposed modifications by estimating the effect, if any, of proposed modifications on Cell performance, manufacturability, terms of delivery and warranty. All modifications to Cell specifications shall be documented through an appropriate amendment signed by both parties.

2) [*****]

3) Quallion will retain all rights to intellectual property it develops in connection with this project.

4) Please see attached Quallion's general Terms & Conditions of Sale.

Quallion LLC
Terms and Conditions of Sale

Applicable Terms and Conditions

All Quallion products and services are furnished only on the temp and conditions stated herein and on the face of the applicable Quallion quotation to the exclusion of any Buyer terms and conditions in any specific order documentation, preprinted or otherwise, except as to identification and quantity of products and services. Quallion's performance on an contract is expressly conditioned on Buyers acceptance of Quallion's terms and conditions of sale. In the absence of such an agreement, performance shall be for the convenience of the Buyer only and shall not create any contractual obligation or constitute acceptance by Quallion of any terms and conditions of the Buyer, printed or stated in its order. Buyer's acceptance of any product or service shall constitute acceptance of Quallion's terms and conditions as stated herein.

Orders, Quotations and Prices

Quallion's prices, quotations, and contracts for products and services are subject to the following unless otherwise slated in the applicable Quallion quotation or other writing signed by an authorized representative of Quallion. In case of contradictory terms slated herein and on the face hereof; the latter shall control.

a. All purchase orders are subject to written acceptance by Quallion.

b. Acceptance of purchase orders are expressly conditioned on compliance with all applicable laws, codes and regulations affecting the products and services

c. Unless otherwise stated on the applicable quotation, all quotations shall be considered solicitations for offers to purchase and shall neither constitute firm pricing or obligate Quallion in any way.

d. All prices quoted are for products and services only, and shall exclude, and Buyer shall be responsible for, ordinary and necessary charges inured by Quallion and billed to Buyer. These include, but are not limited to any and all applicable taxes, shipping charges, special packaging or insurance, incurred on Buyers instructions.

e. Prices quoted are for products and services only, and do not include rights to intellectual property, know-how, technology, patents, trademarks, copyrights, or other proprietary rights

f. Products and services provided in accordance with Buyer's specifications, which are then changed by Buyer after quotation by Quallion or order placement, will be subject to corresponding changes in price and delivery as determined by Quallion.

Terms of Payment

Unless different terms of payment are stipulated on the Quallion quotation, payment of any services, engineering charges or tooling charges is due at the time of order placement. Payment for products is due on shipment. Partial shipments if requested or authorized by the Buyer will be billed as a percent completion, which payment will be due on the partial shipment.

Transportation and Risk of Loss

All shipping will be FOB Quallion's plant, and risk of loss or damage to products shall pass upon delivery to the transportation company. Quallion may, but is not obligated to insure to full value of product shipped at Buyers expense and declare full value to the transportation company at time of shipment. Buyer shall inspect all products upon receipt and file all claims with the transportation company and with Quallion when there is damage, external or concealed.

Performance

Quallion shall not be liable for any delay in delivery or other performance which is due to unforeseen circumstances or to causes beyond its control, including, but not limited to strike, lockout, riot, war, fire, flood, earthquake, acts of God, accident, failure or breakdown of components necessary to order completion, supplier, subcontractor, inability to obtain or substantial increases in the cost of labor, materials or manufacturing facilities, curtailment of or failure to obtain sufficient electrical or other energy supplies; technical difficulties, or compliance with any governmental law, regulation or order, including but not limited to US Export Administration Regulations or Buyer caused delays. Provided any such delay is not indefinite, performance shall be deemed suspended during and extended for such a time as it is so delayed, and thereafter the Buyer shall accept performance. Delay in performance shall not be considered indefinite unless it exceeds or is reasonably estimated to exceed six (6) months.

Acceptance

The furnishing of a product or service by Quallion to the Buyer shall constitute acceptance of that product by Buyer, unless notice of defect or nonconformity is received by Quallion within thirty (30) days of delivery of product at Buyers designated delivery address. Notwithstanding the above, any use, sale or other disposition of a product by Buyer, its agents, employees, contractors or licensees, for any purpose after its receipt, shall constitute acceptance of the product by the Buyer.

Assignments and Terminations

No order accepted by Quallion may be terminated, cancelled, modified or assigned except through mutual agreement in writing. Any attempt to do so without Quallion's written consent shall be void.

Warranty

All products are warranted to meet Quallion's specifications, including Buyer's specifications, if any, which have been agreed upon in writing by Quallion. Products are not warranted to meet Buyer's specifications or changes to specifications not agreed upon in writing by Quallion. Products are not warranted unless Quallion receives written notice within 30 says after shipment describing the products' failure to meet specifications, in which event, Quallion will decide whether to replace the products or refund any payment received for the product. Quallion makes no warranties except as herein specified, and all other warranties are expressly excluded.

Damages and Liability

QUALLION'S TOTAL LIABILITY IN DAMAGES OR OTHERWISE SHALL NOT EXCEED THE PAYMENT, IF ANY, RECEIVED BY QUALLION FOR THE UNIT OR PRODUCT OR SERVICE FURNISHED OR TO BE FURNISHED, AS THE CASE MAY BY, RESULTING IN THE LOSS OR DAMAGE CLAIM. IN NO EVENT SHALL QUALLION BE LIABLE FOR INCIDENTAL. CONSEQUENTIAL, INDIRECT, PUNITIVE OR SPECIAL LOSS OR DAMAGES OF ANY KIND, SUCH AS, BUT NOT LIMITED TO, LOST BUSINESS REVENUE, LOST PROFITS OR COSTS OF DOWNTIME RESULTING FROM QUALLION'S PRODUCTS OR SERVICES, HOWEVER CAUSED, WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY.

Indemnities

Notwithstanding any fault or negligence attributable to Quallion, Quallion shall have no responsibility whatsoever for, and Buyer shall indemnify, defend, and hold Quallion harmless from any and all damage or injury to persons or property which may arise from or relate to 1) any use, operation, or service of any product contrary to any written warning or instruction given by Quallion with respect to such product, including, but not limited to unauthorized use and/or modification of said product by the user, or 2) an liability for Buyer with respect to OSHA toxic substances, air quality, water quality, hazardous waste, Superfund for other environmental liability including, but not limited t fines, penalties, cleanup costs or tort related, to the use, operation, or service or any product, or 3) the design. manufacture, purchase. sale use or reuse of any Product provided as convenience to the Buyer but not manufactured by Quallion and not listed as a Quallion product in a sales quotation or other official Quallion documentation.

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Revision	Description	DAR Number	Prepared By	Release Date
1	PROTOTYPE RELEASE	B1365	KG	[*****]
2	SEE DAR	B		

CUSTOMER REQUIREMENT OF QC0025B FOR DEXCOM

Prepared By:	[*****]	Date:	[*****]	[QUALLION LOGO]	
Checked By:	[*****]	Date:	[*****]		
Approved By:	[*****]	Date:	[*****]	Number	300456
Next Assy:		Model No.	QC0025B	Sheet	1 of 3

300181, Rev. A

1.0 PURPOSE

This document defines the requirements for a lithium primary cell to be shipped to DexCom by Quallion LLC.

2.0 SCOPE

This document applies to the QC0025B product.

3.0 REFERENCE DOCUMENTS

PS 0013 Product Specification, QC0025B

4.0 DEFINITIONS

[*****]

[*****]

5.0 RESPONSIBILITIES

[*****]

6.0 GENERAL REQUIREMENTS

[*****]

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300181, Rev. A

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Revision	Description	DAR Number	Prepared By	Release Date
1	PROTOTYPE RELEASE	B1364	KG	[*****]
2	SEE DAR	B		

PRODUCT SPECIFICATION,
QC0025B

Prepared By:	[*****]	Date:	[*****]	[QUALLION LOGO]	
Checked By:	[*****]	Date:	[*****]		
Approved By:	[*****]	Date:	[*****]	Number	PS 0013
Next Assy:		Model No.	QC0025B	Sheet	1 of 10

300181, Rev. A

1.0 PURPOSE

This specification defines the requirements for a custom lithium primary cell to be shipped to the customer by Quallion LLC.

2.0 SCOPE

This document applies to the QC0025B product.

3.0 REFERENCE DOCUMENTS

3.1. MIL-STD-883	Test Methods Stand: Microcircuits
3.2. ISTA	International Safe Transit Association
3.3. I50-9000	International Organization for Standardization: Quality Management
3.4. MIL-STD-202F	Test Method for Electrical and Electronic Component Parts
3.5. EN45502-1	Active Implantable Medical Devices, Part 1
3.6. TM 0006	Micronail Penetration Test, Quallion LLC
3.7. UL1642	Standard for Safety: Lithium Batteries, 3rd edition

4.0 DEFINITIONS

[*****]

5.0 CELL REQUIREMENTS

[*****]

5.2. Mechanical

PROPERTIES	Conditions	REQUIREMENT
Dimensions	[*****]	[*****]
Weight	[*****]	[*****]
Case Material	[*****]	[*****]
Case Polarity	[*****]	[*****]
Positive Feedthru Material	[*****]	[*****]
Negative Feedthru Material	[*****]	[*****]
Cell Marking	[*****]	[*****]
Cell Hermeticity	[*****]	[*****]
Feedthru Pin Strength	[*****]	[*****]

5.3. Electrochemical

PROPERTIES	CONDITIONS	REQUIREMENT
Capacity	[*****]	[*****]
Average Voltage	[*****]	[*****]
Normal Operating Voltage Range	[*****]	[*****]
Operating Discharge Temperature	[*****]	[*****]
Preferred Storage Temperature	[*****]	[*****]
Discharge Current	[*****]	[*****]
Discharge Pulse Current	[*****]	[*****]
AC Impedance	[*****]	[*****]

5.4. Environment

PROPERTIES	CONDITION	REQUIREMENT
Vibration Test	[*****]	
Mechanical Shock Test	[*****]	
Drop Test	[*****]	
Altitude Test	[*****]	[*****]
Temperature Shock Test	[*****]	
Humidity Test	[*****]	
High Temperature Storage	[*****]	
Low Temperature Storage	[*****]	

5.5. Safety

PROPERTIES	CONDITION	REQUIREMENT
External Short	[*****]	[*****]
Over Discharge	[*****]	[*****]
Crush	[*****]	[*****]
Impact	[*****]	[*****]
Hot Box	[*****]	[*****]
Nail Penetration	[*****]	[*****]

300181, Rev. A

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6.0 SHIPPING AND STORAGE

[*****]

7.0 NOTIFICATION OF CHANGES

7.1. Quallion LLC shall notify Customer of any changes in manufacturing processes, testing, raw materials, or design that affect form, interchangeability, reliability, packaging, labeling, storage condition, fit or function so that the customer is able to evaluate the possible effects of such changes in its application. None of the changes specified above shall be made without prior written permission from the customer.

8.0 QUALITY ASSURANCE SYSTEM REQUIREMENT

8.1. The cell is to be manufactured within a documented system in general accordance with the requirements of ISO-9000. The Customer has the right to periodically audit Quallion LLC for compliance to this requirement

9.0 PACKAGING

9.1. Each cell shall be packaged in such a manner as to be protected from physical damage, contamination, or short-circuiting when subjected to ISTA procedure 1A.

9.2. The cell shall be free of oils, grease, or ionic contamination.

9.3. The feedthrus shall be protected from damage by means of plastic covers.

10.0 RETAINED SAMPLES

10.1. [*****]

10.2. [*****]

10.3. [*****]

11.0 DATA PACKAGE REQUIREMENT

11.1. [*****]

Appendix I

Test Procedures

[*****]

300181, Rev. A

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[*****]

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QUALIFICATION PLAN

Date:	May 21st, 2003
Customer Name	DexCom Inc.
Product:.	QC0025B
Revision:	C
Reference Document:	Product Specification for QC0025B, Doc. PS0013
	Customer Requirement, Doc. 300456

STANDARD TESTING (per PS 0013)

REF	SPECIFICATION	[*****]	[*****]	[*****]	Other
5.2	Mechanical				
	[*****]	X			
	[*****]	X			
	[*****]	X			
	[*****]	X			
	[*****]		X		
	[*****]		X		
	[*****]		X		
5.3	Electrochemical				
	[*****]	X			
	[*****]	X			
	[*****]		X		
	[*****]		X		
	[*****]		X		
	[*****]	X			
5.4	Environment				
	[*****]			X	
	[*****]			X	
	[*****]			X	
	[*****]			X	
	[*****]			X	
	[*****]				X
	[*****]				X
	[*****]			X	

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5.5	Safety			
	[*****]	X		
	[*****]	X		
	[*****]	X		
	[*****]		X	
	[*****]		X	
	[*****]		X	
6.0.	Shelf Life			X
9.0	Packaging (ISTA)(3)		X	

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STANDARD TESTING (per 300456)

REF	SPECIFICATION	6/9/2003	9/9/2003	12/9/2003	Other
	[*****]		[*****]		
	[*****]				[*****]
	[*****]				[*****]
	[*****]			[*****]	

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QuickLinks

Exhibit 10.11