

# INOGEN INC

## FORM 10-Q (Quarterly Report)

Filed 11/10/15 for the Period Ending 09/30/15

|           |   |
|-----------|---|
| Address   | 326 BOLLAY DRIVE<br>GOLETA, CA 93117                                |
| Telephone | 805-562-0500  |
| CIK       | 0001294133  |
| Symbol    | INGN  |
| SIC Code  | 3842 - Orthopedic, Prosthetic, and Surgical Appliances and Supplies |

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**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

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**FORM 10-Q**

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(Mark One)

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

For the quarterly period ended September 30, 2015

OR

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

For the Transition Period From \_\_\_\_\_ to \_\_\_\_\_

Commission file number: 001-36309

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**INOGEN, INC.**

(Exact name of registrant as specified in its charter)

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Delaware  
(State or other jurisdiction of  
incorporation or organization)

326 Bolly Drive  
Goleta, California  
(Address of principal executive offices)

33-0989359  
(I.R.S. Employer  
Identification No.)

93117  
(Zip Code)

(805) 562-0500

(Registrant's telephone number, including area code)

None

(Former name, former address and former fiscal year, if changed since last report)

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Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes  No

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes  No

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

Large accelerated filer  Accelerated filer  Non-accelerated filer  Smaller reporting company   
(Do not check if a smaller reporting company)

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

As of October 31, 2015, the registrant had 19,652,273 shares of common stock, par value \$0.001, outstanding.

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## TABLE OF CONTENTS

|   | <b>Page</b> |
|---|-------------|
| <b><u>Part I – Financial Information</u></b>  |             |
| Item 1. <a href="#">Financial Statements (Unaudited)</a>  | 3           |
| <a href="#">Balance Sheets as of September 30, 2015 and December 31, 2014</a>   | 3           |
| <a href="#">Statements of Operations for the Three Months Ended September 30, 2015 and September 30, 2014 and Nine Months Ended September 30, 2015 and September 30, 2014</a> | 5           |
| <a href="#">Statement of Stockholders' Equity for the Nine Months Ended September 30, 2015</a>  | 6           |
| <a href="#">Statements of Cash Flows for the Nine Months Ended September 30, 2015 and September 30, 2014</a>  | 7           |
| <a href="#">Condensed Notes to the Financial Statements</a>   | 9           |
| Item 2. <a href="#">Management's Discussion and Analysis of Financial Condition and Results of Operations</a>   | 26          |
| Item 3. <a href="#">Quantitative and Qualitative Disclosures about Market Risk</a>  | 46          |
| Item 4. <a href="#">Controls and Procedures</a>   | 47          |
| <b><u>Part II – Other Information</u></b>   |             |
| Item 1. <a href="#">Legal Proceedings</a>   | 50          |
| Item 1A. <a href="#">Risk Factors</a>   | 51          |
| Item 2. <a href="#">Unregistered Sales of Equity Securities and Use of Proceeds</a>   | 73          |
| Item 5. <a href="#">Other Information</a>   | 74          |
| Item 6. <a href="#">Exhibits</a>  | 75          |
| <a href="#">SIGNATURES</a>  | 76          |

**INOGEN, INC.**  
**PART I – FINANCIAL INFORMATION**

**Item 1. Financial Statements**

**Inogen, Inc.**  
**Balance Sheets**  
**(unaudited)**  
**(amounts in thousands)**

|  | September 30,<br>2015 | December 31,<br>2014 |
|--|-----------------------|----------------------|
| <b>Assets</b>  |                       |                      |
| <b>Current assets</b>  |                       |                      |
| Cash and cash equivalents  | \$ 55,090             | \$ 56,836            |
| Short-term investments   | 19,028                | —                    |
| Accounts receivable, net of allowances of \$7,129 and \$3,745 as of September 30, 2015 and December 31, 2014, respectively | 20,890                | 19,349               |
| Inventories, net of allowances of \$128 and \$141 as of September 30, 2015 and December 31, 2014, respectively             | 9,357                 | 7,616                |
| Deferred cost of revenue   | 474                   | 515                  |
| Income tax receivable  | 2,161                 | 2,129                |
| Deferred tax asset - current   | 5,540                 | 4,976                |
| Prepaid expenses and other current assets  | 1,896                 | 1,122                |
| <b>Total current assets</b>  | <b>114,436</b>        | <b>92,543</b>        |
| <b>Property and equipment</b>  |                       |                      |
| Rental equipment, net of allowances of \$897 and \$832 as of September 30, 2015 and December 31, 2014, respectively        | 54,369                | 48,359               |
| Manufacturing equipment and tooling  | 4,391                 | 3,985                |
| Computer equipment and software  | 4,349                 | 3,699                |
| Furniture and equipment  | 795                   | 649                  |
| Leasehold improvements   | 961                   | 756                  |
| Land and building  | 126                   | 126                  |
| Construction in process  | 593                   | 193                  |
| <b>Total property and equipment</b>  | <b>65,584</b>         | <b>57,767</b>        |
| Less accumulated depreciation  | (33,875)              | (25,840)             |
| <b>Property and equipment, net</b>   | <b>31,709</b>         | <b>31,927</b>        |
| <b>Intangible assets, net</b>  | <b>227</b>            | <b>270</b>           |
| <b>Deferred tax asset - noncurrent</b>   | <b>11,002</b>         | <b>15,248</b>        |
| <b>Other assets</b>  | <b>97</b>             | <b>97</b>            |
| <b>Total assets</b>  | <b>\$ 157,471</b>     | <b>\$ 140,085</b>    |

*See accompanying condensed notes to the financial statements.*

**Inogen, Inc.**  
**Balance Sheets (continued)**  
**(unaudited)**  
(amounts in thousands, except share and per share amounts)

|   | September 30,<br>2015 | December 31,<br>2014 |
|---|-----------------------|----------------------|
| <b>Liabilities and stockholders' equity</b>   |                       |                      |
| <b>Current liabilities</b>  |                       |                      |
| Accounts payable and accrued expenses   | \$ 14,303             | \$ 11,273            |
| Accrued payroll   | 4,639                 | 4,066                |
| Current portion of long-term debt   | 311                   | 299                  |
| Warranty reserve - current  | 1,172                 | 781                  |
| Deferred revenue - current  | 2,412                 | 2,316                |
| Total current liabilities   | 22,837                | 18,735               |
| <b>Long-term liabilities</b>  |                       |                      |
| Warranty reserve - noncurrent   | 616                   | 334                  |
| Deferred revenue - noncurrent   | 3,695                 | 2,176                |
| Long-term debt - noncurrent   | 80                    | 315                  |
| Other noncurrent liabilities  | 321                   | 375                  |
| <b>Total liabilities</b>  | 27,549                | 21,935               |
| <b>Commitments and contingencies (Note 5)</b>   |                       |                      |
| <b>Stockholders' equity</b>   |                       |                      |
| Common stock, \$0.001 par value per share; 200,000,000 authorized; 19,586,673 and 19,059,364 shares issued and outstanding as of September 30, 2015 and December 31, 2014, respectively | 19                    | 19                   |
| Additional paid-in capital  | 178,869               | 174,824              |
| <b>Accumulated deficit</b>  | (48,966)              | (56,693)             |
| <b>Total stockholders' equity</b>   | 129,922               | 118,150              |
| <b>Total liabilities and stockholders' equity</b>   | \$ 157,471            | \$ 140,085           |

*See accompanying condensed notes to the financial statements.*

**Inogen, Inc.**  
**Statements of Operations**  
**(unaudited)**  
(amounts in thousands, except share and per share amounts)

|  | Three months ended<br>September 30, |                 | Nine months ended<br>September 30, |                 |
|--|-------------------------------------|-----------------|------------------------------------|-----------------|
|  | 2015                                | 2014            | 2015                               | 2014            |
| <b>Revenue</b>   |                                     |                 |                                    |                 |
| Sales revenue  | \$ 29,248                           | \$ 19,425       | \$ 84,682                          | \$ 54,746       |
| Rental revenue   | 11,530                              | 9,968           | 33,877                             | 28,673          |
| <b>Total revenue</b>   | <u>40,778</u>                       | <u>29,393</u>   | <u>118,559</u>                     | <u>83,419</u>   |
| <b>Cost of revenue</b>   |                                     |                 |                                    |                 |
| Cost of sales revenue  | 16,046                              | 10,146          | 46,501                             | 28,369          |
| Cost of rental revenue, including depreciation of \$3,029 and \$2,752 for the three months ended and \$8,929 and \$7,512 for the nine months ended, respectively | 5,357                               | 4,598           | 15,838                             | 13,349          |
| <b>Total cost of revenue</b>   | <u>21,403</u>                       | <u>14,744</u>   | <u>62,339</u>                      | <u>41,718</u>   |
| <b>Gross profit</b>  |                                     |                 |                                    |                 |
| Gross profit-sales revenue   | 13,202                              | 9,279           | 38,181                             | 26,377          |
| Gross profit-rental revenue  | 6,173                               | 5,370           | 18,039                             | 15,324          |
| <b>Total gross profit</b>  | <u>19,375</u>                       | <u>14,649</u>   | <u>56,220</u>                      | <u>41,701</u>   |
| <b>Operating expense</b>   |                                     |                 |                                    |                 |
| Research and development   | 1,116                               | 798             | 2,954                              | 2,312           |
| Sales and marketing  | 8,132                               | 5,587           | 22,623                             | 17,656          |
| General and administrative   | 6,413                               | 4,697           | 19,066                             | 12,654          |
| <b>Total operating expense</b>   | <u>15,661</u>                       | <u>11,082</u>   | <u>44,643</u>                      | <u>32,622</u>   |
| <b>Income from operations</b>  | <u>3,714</u>                        | <u>3,567</u>    | <u>11,577</u>                      | <u>9,079</u>    |
| <b>Other income (expense)</b>  |                                     |                 |                                    |                 |
| Interest expense   | (5)                                 | (104)           | (18)                               | (440)           |
| Interest income  | 28                                  | 10              | 66                                 | 28              |
| Change in fair value of preferred stock warrant liability  | —                                   | —               | —                                  | 36              |
| Other income (expense)   | (59)                                | 1               | (215)                              | 12              |
| <b>Total other expense, net</b>  | <u>(36)</u>                         | <u>(93)</u>     | <u>(167)</u>                       | <u>(364)</u>    |
| <b>Income before provision for income taxes</b>  | <u>3,678</u>                        | <u>3,474</u>    | <u>11,410</u>                      | <u>8,715</u>    |
| <b>Provision for income taxes</b>  | <u>982</u>                          | <u>1,341</u>    | <u>3,683</u>                       | <u>3,408</u>    |
| <b>Net income</b>  | <u>\$ 2,696</u>                     | <u>\$ 2,133</u> | <u>\$ 7,727</u>                    | <u>\$ 5,307</u> |
| <b>Basic net income per share attributable to common stockholders (Note 2)</b>   | \$ 0.14                             | \$ 0.12         | \$ 0.40                            | \$ 0.24         |
| <b>Diluted net income per share attributable to common stockholders (Note 2)</b>   | \$ 0.13                             | \$ 0.11         | \$ 0.37                            | \$ 0.22         |
| <b>Weighted-average number of shares used in calculating net income per share attributable to common stockholders:</b>   |                                     |                 |                                    |                 |
| Basic common shares  | 19,428,653                          | 18,286,208      | 19,303,057                         | 15,340,877      |
| Diluted common shares  | 20,783,550                          | 20,213,102      | 20,690,499                         | 17,293,833      |

See accompanying condensed notes to the financial statements.

**Inogen, Inc.**  
**Statement of Stockholders' Equity**  
**(unaudited)**  
**(amounts in thousands, except share amounts)**

|                             | <u>Common stock</u> |               | <u>Additional<br/>paid-in<br/>capital</u> | <u>Accumulated<br/>deficit</u> | <u>Total<br/>stockholders'<br/>equity</u> |
|-----------------------------|---------------------|---------------|---|--------------------------------|---|
|                             | <u>Shares</u>       | <u>Amount</u> |   |                                |   |
| Balance, December 31, 2014  | 19,059,364          | \$ 19         | \$ 174,824                                | \$ (56,693)                    | \$ 118,150                                |
| Stock-based compensation    | —                   | —             | 2,343                                     | —                              | 2,343                                     |
| Employee stock purchases    | 31,106              | —             | 701                                       | —                              | 701                                       |
| Stock options exercised     | 496,203             | —             | 1,001                                     | —                              | 1,001                                     |
| Net income                  | —                   | —             | —   | 7,727                          | 7,727                                     |
| Balance, September 30, 2015 | <u>19,586,673</u>   | <u>\$ 19</u>  | <u>\$ 178,869</u>                         | <u>\$ (48,966)</u>             | <u>\$ 129,922</u>                         |

*See accompanying condensed notes to the financial statements.*

**Inogen, Inc.**  
**Statements of Cash Flows**  
**(unaudited)**  
**(amounts in thousands)**

|   | <b>Nine months ended September 30,</b> |                    |
|---|--|--------------------|
|   | <b>2015</b>                            | <b>2014</b>        |
| <b>Cash flows from operating activities</b>                                       |  |                    |
| Net income  | \$ 7,727                               | \$ 5,307           |
| Adjustments to reconcile net income to net cash provided by operating activities: |  |                    |
| Depreciation and amortization   | 10,468                                 | 8,779              |
| Loss on rental units and other fixed assets                                       | 889                                    | 1,203              |
| Provision for sales returns   | 3,516                                  | 2,558              |
| Provision for doubtful accounts   | 1,830                                  | 1,201              |
| Provision for rental revenue adjustments  | 6,364                                  | 5,530              |
| Provision for inventory obsolescence  | 75                                     | 125                |
| Provision for other inventory losses  | 56                                     | —                  |
| Stock-based compensation expense  | 2,343                                  | 1,123              |
| Decrease in fair value of preferred stock warrant liability                       | —                                      | (36)               |
| Deferred tax assets   | 3,682                                  | (999)              |
| Changes in operating assets and liabilities:                                      |  |                    |
| Accounts receivable   | (13,251)                               | (17,119)           |
| Inventories   | (3,167)                                | (3,208)            |
| Deferred costs of revenue   | 41                                     | (134)              |
| Income tax receivable   | (32)                                   | 87                 |
| Prepaid expenses and other current assets   | (774)                                  | (449)              |
| Accounts payable and accrued expenses   | 3,030                                  | 2,063              |
| Accrued payroll   | 573                                    | 834                |
| Warranty reserve  | 673                                    | 363                |
| Deferred revenue  | 1,615                                  | 1,574              |
| Income tax payable  | —                                      | 2,647              |
| Other noncurrent liabilities  | (54)                                   | (81)               |
| Net cash provided by operating activities   | <u>\$ 25,604</u>                       | <u>\$ 11,368</u>   |
| <b>Cash flows from investing activities</b>                                       |  |                    |
| Purchases of available-for-sale investments                                       | (33,557)                               | —                  |
| Maturities of available-for-sale investments                                      | 14,529                                 | —                  |
| Investment in intangible assets   | (21)                                   | (184)              |
| Production and purchase of rental equipment                                       | (7,953)                                | (10,132)           |
| Purchases of property and equipment   | (1,827)                                | (1,060)            |
| Net cash used in investing activities   | <u>\$ (28,829)</u>                     | <u>\$ (11,376)</u> |

**Inogen, Inc.**  
**Statements of Cash Flows (continued)**  
**(unaudited)**  
**(amounts in thousands)**

|   | <b>Nine months ended September 30,</b> |             |
|---|--|-------------|
|   | <b>2015</b>                            | <b>2014</b> |
| <b>Cash flows from financing activities</b>   |  |             |
| Proceeds from borrowings  | —                                      | 6,000       |
| Proceeds from redeemable convertible preferred stock warrants and common stock warrants exercised | —                                      | 467         |
| Proceeds from stock options exercised   | 1,001                                  | 229         |
| Proceeds from initial public offering   | —                                      | 56,471      |
| Costs associated with initial public offering   | —                                      | (4,942)     |
| Proceeds from employee stock purchases  | 701                                    | 413         |
| Repayment of debt from investment in intangible assets  | (223)                                  | (130)       |
| Repayment of borrowings   | —                                      | (15,861)    |
| Net cash provided by financing activities   | \$ 1,479                               | \$ 42,647   |
| <b>Net increase (decrease) in cash and cash equivalents</b>                                       | (1,746)                                | 42,639      |
| <b>Cash and cash equivalents, beginning of period</b>   | 56,836                                 | 13,521      |
| <b>Cash and cash equivalents, end of period</b>   | \$ 55,090                              | \$ 56,160   |
| <b>Supplemental disclosures of cash flow information</b>  |  |             |
| Cash paid during the period for interest  | \$ 21                                  | \$ 478      |
| Cash paid during the period for income taxes, net of refunds received                             | 32                                     | 1,673       |
| <b>Non-cash transactions:</b>   |  |             |
| Deemed dividend on redeemable convertible preferred stock   | —                                      | 987         |

*See accompanying condensed notes to the financial statements.*

**Inogen, Inc.**  
**Condensed Notes to the Financial Statements**  
**(unaudited)**  
**(amounts in thousands, except share and per share amounts)**

**1. General**

*a) Basis of presentation*

The unaudited financial statements have been prepared on the same basis as the annual audited financial statements and reflect all normal and reoccurring adjustments necessary for the fair presentation of each of the periods presented. The results of operations for interim periods are not necessarily indicative of results to be achieved for full fiscal years or other interim periods.

Inogen, Inc. (Company or Inogen) was incorporated in Delaware on November 27, 2001. The Company is a medical technology company that primarily develops, manufactures and markets innovative portable oxygen concentrators used to deliver supplemental long-term oxygen therapy to patients suffering from chronic respiratory conditions. Traditionally, these patients have relied on stationary oxygen concentrator systems for use in the home and oxygen tanks or cylinders for mobile use, which the Company calls the delivery model. The tanks and cylinders must be delivered regularly and have a finite amount of oxygen, which requires patients to plan activities outside of their homes around delivery schedules and a finite oxygen supply. Additionally, patients must attach long, cumbersome tubing to their stationary concentrators simply to enable mobility within their homes. The Company's proprietary Inogen One<sup>®</sup> systems concentrate the air around the patient to offer a single source of supplemental oxygen anytime, anywhere with a portable device weighing approximately 4.8 or 7.0 pounds. The Company's Inogen One G2<sup>®</sup> and Inogen One G3<sup>™</sup> have up to 5 and 4.5 hours of battery life, respectively, with a single battery and can be plugged into an outlet when at home, in a car, or in a public place with outlets available. The Company's Inogen One systems reduce the patient's reliance on stationary concentrators and scheduled deliveries of tanks with a finite supply of oxygen, thereby improving patient quality of life and fostering mobility.

Portable oxygen concentrators represent the fastest-growing segment of the Medicare oxygen therapy market between 2012 and 2014 and the Company estimates based on 2014 Medicare data that patients using portable oxygen concentrators represent approximately 6% to 8% of the total addressable oxygen market in the United States, although this does not account for cash-pay sales into the market. Based on 2014 industry data, the Company believes it was the leading worldwide manufacturer of portable oxygen concentrators, as well as the largest provider of portable oxygen concentrators to Medicare patients, as measured by dollar volume. The Company believes it is the only manufacturer of portable oxygen concentrators that employs a direct-to-consumer strategy in the United States, meaning the Company markets its products to patients, processes their physician paperwork, provides clinical support as needed and bills Medicare or insurance on their behalf. To pursue a direct-to-consumer strategy, the Company's manufacturing competitors would need to meet national accreditation and state-by-state licensing requirements and secure Medicare billing privileges, as well as compete with the home medical equipment providers that many rely on across their entire homecare business.

Since adopting the Company's direct-to-consumer strategy in 2009 following its acquisition of Comfort Life Medical Supply, LLC, which had an active Medicare billing number but few other assets and limited business activities, the Company has directly sold or rented its Inogen oxygen concentrators to more than 112,000 patients as of September 30, 2015.

As contemplated by the Securities and Exchange Commission (SEC) under Rule 10-01 of Regulation S-X, the accompanying financial statements and related footnotes have been condensed and do not contain certain information that will be included in the Company's annual financial statements and footnotes thereto. For further information refer to the financial statements and related footnotes included in the Company's Annual Report on Form 10-K for the year ended December 31, 2014 filed with the SEC on April 27, 2015 (Annual Report).

*b) Use of estimates*

The preparation of the Company's financial statements in accordance with generally accepted accounting principles in the United States (GAAP) requires management to make estimates and assumptions that affect the amounts reported in these financial statements and accompanying condensed notes. Management bases these estimates and assumptions upon historical experience, existing and known circumstances, authoritative accounting pronouncements and other factors that management believes to be reasonable. Significant areas requiring the use of management estimates relate to inventory and rental asset valuations and write-downs, accounts receivable reserves and allowance for bad debts, returns and adjustments, stock compensation expense, impairment assessments, depreciation and amortization, income tax provision and uncertain tax positions, fair value of financial instruments, and fair values of acquired intangibles. Actual results could differ materially from these estimates.

**Inogen, Inc.**  
**Condensed Notes to the Financial Statements (continued)**  
**(unaudited)**  
**(amounts in thousands, except share and per share amounts)**

*c) Reclassifications*

Certain reclassifications have been made to prior years' financial statements to conform to current period financial statements' presentation with no effect on previously reported financial position, results of operations or cash flows. These changes consisted of reclassifications to certain line items in the accompanying net cash provided by operating activities in the Statements of Cash Flows for the nine months ended September 30, 2014. Accounts payable and accrued liabilities increased from \$1,982 to \$2,063, and Other noncurrent liabilities decreased from \$0 to (\$81) for the nine months ended September 30, 2014.

*d) Initial public offering (IPO)*

The Company completed an IPO on February 20, 2014, and sold 3,529,411 shares to the public for \$16.00 per share. In addition, the selling stockholders sold 981,902 shares for a combined total of 4,511,313 shares sold in the offering. The Company netted approximately \$49,668 after the underwriters' discount and other associated expenses. In connection with the completion of the Company's IPO, the Company's 9,546,140 shares of redeemable convertible preferred stock and 66,666 shares of convertible preferred stock were automatically converted into 14,259,647 shares of common stock. Following the IPO, all warrants previously exercisable for preferred stock became exercisable for common stock. The previously reported warrant liability associated with the convertible warrants was applied to additional paid-in capital. During the nine months ended September 30, 2014, the Company recognized a deemed dividend of \$987 for the time-frame the redeemable convertible preferred stock was outstanding during the period. The Company had no redeemable convertible preferred stock or convertible preferred stock outstanding as of December 31, 2014 or September 30, 2015, respectively. As of September 30, 2015, the Company had 19,586,673 shares of common stock outstanding.

*e) Recent accounting pronouncements*

*Revenue Recognition:* In May 2014, the Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU) No. 2014-09 (ASU 2014-09), *Revenue from Contracts with Customers (Topic 606)*. The update supersedes nearly all existing revenue recognition guidance under GAAP. The core principle of ASU 2014-09 is to recognize revenues when promised goods or services are transferred to customers in an amount that reflects the consideration to which an entity expects to be entitled to those goods or services. ASU 2014-09 defines a five step process to achieve this core principle and, in doing so, more judgment and estimates may be required within the revenue recognition process than are required under existing GAAP.

In August 2015, the FASB decided to delay the effective date of ASU 2014-09 by one year. The FASB also agreed to allow entities to choose to adopt the standard as of the original effective date. As such, the updated standard will be effective for us in the first quarter of 2018, with the option to adopt it in the first quarter of 2017. The Company is currently evaluating the impact of the Company's pending adoption of ASU 2014-09 on the Company's financial statements and has not yet determined the method by which the Company will adopt the standard.

*Inventory:* In July 2015, the FASB issued ASU No. 2015-11, *Simplifying the Measurement of Inventory*. The ASU requires entities to measure most inventory "at the lower of cost and net realizable value" thereby simplifying the current guidance under which an entity must measure inventory at the lower of cost or market. The ASU is effective prospectively for annual periods beginning after December 15, 2016, and interim periods within annual periods. Early application is permitted and should be applied prospectively. The adoption of ASU No. 2015-11 is not expected to have a material effect on the Company's financial statements.

*Interest:* In April 2015, the FASB issued ASU 2015-03, *Interest - Imputation of Interest (Subtopic 835-30): Simplifying the Presentation of Debt Issuance Costs*. The update requires that debt issuance costs related to a recognized debt liability be presented in the balance sheet as a direct deduction from the carrying amount of that debt liability, consistent with debt discounts. This update is effective for our fiscal year beginning January 1, 2016 with early adoption permitted. The adoption of this standard is not expected to have a material effect on our financial condition, results of operations or cash flows.

*Intangibles - Goodwill and Other - Internal Use Software:* In April 2015, the FASB issued ASU 2015-05, *Intangibles-Goodwill and Other-Internal Use Software - Customer's Accounting for Fees Paid in a Cloud Computing Arrangement*. The update provides guidance on fees paid by an entity in a cloud computing arrangement and whether an arrangement includes a license to the underlying software. If a cloud computing arrangement includes a software license, then the entity should account for the software license element of the arrangement consistent with the acquisition of other software licenses. If a cloud computing arrangement does not include a software license, the entity should account for the arrangement as a service contract. This update is effective for our fiscal year beginning January 1, 2016. The adoption of this standard is not expected to have a material effect on our financial condition, results of operations or cash flows.

**Inogen, Inc.**  
**Condensed Notes to the Financial Statements (continued)**  
**(unaudited)**  
**(amounts in thousands, except share and per share amounts)**

**2. Summary of significant accounting policies**

***Revenue***

The Company generates revenue primarily from sales and rentals of its products. The Company's products consist of its proprietary line of oxygen concentrators and related accessories. Other revenue, which is included in sales revenue on the Statements of Operations, comes from service contracts, extended warranty contracts and freight revenue for product shipments.

***Sales revenue***

Revenue from product sales is recognized when all of the following criteria are met: (1) persuasive evidence of an arrangement exists; (2) delivery has occurred or services have been rendered; (3) the price to the customer is fixed or determinable; and (4) collectability is reasonably assured. Revenue from product sales is generally recognized upon shipment of the product. Provisions for estimated returns and discounts are made at the time revenue is recognized. Provisions for standard warranty obligations, which are included in cost of sales revenue on the Statements of Operations, are also provided for at the time revenue is recognized.

Revenue from the sale of the Company's services is recognized when no significant obligations remain undelivered and collection of the receivables is reasonably assured. The Company offers extended service contracts on its Inogen One concentrator line for periods ranging from 12 to 24 months after the end of the standard warranty period. Revenue from these extended service contracts is recognized in income on a straight-line basis over the contract period.

Accruals for estimated standard warranty expenses are made at the time that the associated revenue is recognized. The provisions for estimated returns, discounts and warranty obligations are made based on known claims and discount commitments and estimates of additional returns and warranty obligations based on historical data and future expectations. The Company's accrued warranty liability was \$1,788 and \$1,115 for future warranty costs as of September 30, 2015 and December 31, 2014, respectively.

The Company also offers a lifetime warranty for direct-to-consumer sales. For a fixed price, the Company agrees to provide a fully functional oxygen concentrator for the remaining life of the patient. Lifetime warranties are only offered to patients upon the initial sale of oxygen equipment by the Company and are non-transferable. Product sales with lifetime warranties are considered to be multiple element arrangements within the scope of the Accounting Standards Codification (ASC) 605-25 — *Revenue Recognition-Multiple-Element Arrangements*.

There are two deliverables when a product that includes a lifetime warranty is sold. The first deliverable is the oxygen concentrator equipment which comes with a standard warranty of three years. The second deliverable is the lifetime warranty that provides for a functional oxygen concentrator for the remaining lifetime of the patient. These two deliverables qualify as separate units of accounting.

The revenue is allocated to the two deliverables on a relative selling price method. The Company has vendor-specific objective evidence of selling price for the equipment. To determine the selling price of the lifetime warranty, the Company uses its best estimate of the selling price for that deliverable as the lifetime warranty is neither separately priced nor is the selling price available through third-party evidence. To calculate the selling price associated with the lifetime warranties, management considered the profit margins of the overall business, the average estimated cost of lifetime warranties and the price of extended warranties. A significant estimate used to calculate the price and expense of lifetime warranties is the life expectancy of patients. Based on clinical studies, the Company estimates that 60% of patients will succumb to their disease within three years. Given the approximate mortality rate of 20% per year, the Company estimates on average all patients will succumb to their disease within five years. The Company has taken into consideration that when patients decide to buy an Inogen portable oxygen concentrator with a lifetime warranty, they typically have already been on oxygen for a period of time, which can have a large impact on their life expectancy from the time the Company's product is deployed.

After applying the relative selling price method, revenue from equipment sales is recognized when all other revenue recognition criteria for product sales are met. Lifetime warranty revenue is recognized using the straight-line method during the fourth and fifth year after the delivery of the equipment which is the estimated usage period of the contract based on the average patient life expectancy.

**Inogen, Inc.**  
**Condensed Notes to the Financial Statements (continued)**  
**(unaudited)**  
**(amounts in thousands, except share and per share amounts)**

Shipping and handling costs for sold products and rental assets shipped to the Company's customers are included on the Statements of Operations as part of cost of sales revenue and cost of rental revenue, respectively.

Revenue from the sales of used rental equipment is recognized upon shipment and when collectability is reasonably assured and other revenue recognition criteria are met. When a rental unit is sold, the related cost and accumulated depreciation are removed from their respective accounts, and any gains or losses are included in cost of sales revenue on the Statements of Operations.

***Rental revenue***

The Company recognizes equipment rental revenue over the non-cancelable lease term, which is one month, less estimated adjustments, in accordance with ASC 840—*Leases*. The Company has separate contracts with each patient that are not subject to a master lease agreement with any payor. The Company evaluates the individual lease contracts at lease inception and the start of each monthly renewal period to determine if there is reasonable assurance that the bargain renewal option associated with the potential capped free rental period would be exercised. Historically, the exercise of such bargain renewal option is not reasonably assured at lease inception and most subsequent monthly lease renewal periods. If the Company determines that the reasonable assurance threshold for an individual patient is met at lease inception or at a monthly lease renewal period, such determination would impact the bargain renewal period for an individual lease. The Company would first consider the lease classification issue (sales-type lease or operating lease) and then appropriately recognize or defer rental revenue over the lease term, which may include a portion of the capped rental period. The Company has deferred \$0 associated with the capped rental period as of September 30, 2015 and December 31, 2014.

The lease term begins on the date products are shipped to patients and are recorded at amounts estimated to be received under reimbursement arrangements with third-party payors, including Medicare, private payors, and Medicaid. Due to the nature of the industry and the reimbursement environment in which the Company operates, certain estimates are required to record net revenue and accounts receivable at their net realizable values. Inherent in these estimates is the risk that they will have to be revised or updated as additional information becomes available. Specifically, the complexity of many third-party billing arrangements and the uncertainty of reimbursement amounts for certain services from certain payors may result in adjustments to amounts originally recorded. Such adjustments are typically identified and recorded at the point of cash application, claim denial or account review. Accounts receivable are reduced by an allowance for doubtful accounts which provides for those accounts from which payment is not expected to be received although product was delivered and revenue was earned. Upon determination that an account is uncollectible, it is written-off and charged to the allowance. Amounts billed but not earned due to the timing of the billing cycle are deferred and recognized in income on a straight-line basis over the monthly billing period. For example, if the first day of the billing period does not fall on the first of the month, then a portion of the monthly billing period will fall in the subsequent month and the related revenue and cost would be deferred based on the service days in the following month.

Rental revenue is recognized as earned, less estimated adjustments. Revenue not billed at the end of the period is reviewed for the likelihood of collections and accrued. The rental revenue stream is not guaranteed and payment will cease if the patient no longer needs oxygen or returns the equipment. Revenue recognized is at full estimated allowable amounts; transfers to secondary insurances or patient responsibility have no net effect on revenue. Rental revenue is earned for that month if the patient is on service on the first day of the 30-day period commencing on the recurring date of service for a particular claim, regardless if there is a change in condition or death after that date.

Included in rental revenue are unbilled amounts for which the revenue recognition criteria had been met as of period-end but were not yet billed to the payor. The estimate of net unbilled rental revenue is based on historical trends and estimates of future collectability. In addition, the Company estimates potential future adjustments and write-offs of these unbilled amounts and includes these estimates in the allowance for adjustments and write-offs of rental revenue which is netted against gross receivables.

***Fair value of financial instruments***

The Company's financial instruments consist of cash and cash equivalents, short-term investments, accounts receivable, accounts payable and accrued expenses, debt and warrants. The carrying values of cash and cash equivalents, short-term investments, accounts receivable and accounts payable and accrued expenses approximate fair values based on the short-term nature of these financial instruments.

**Inogen, Inc.**  
**Condensed Notes to the Financial Statements (continued)**  
**(unaudited)**  
**(amounts in thousands, except share and per share amounts)**

The fair value of the Company's debt approximates carrying value based on the Company's current incremental borrowing rate for similar types of borrowing arrangements. Imputed interest associated with the Company's non-interest bearing debt is insignificant and has been appropriately recognized in the respective periods.

**Fair value accounting**

ASC 820—*Fair Value Measurements and Disclosures*, creates a single definition of fair value, establishes a framework for measuring fair value in GAAP and expands disclosures about fair value measurements. ASC 820 emphasizes that fair value is a market-based measurement, not an entity-specific measurement, and states that a fair value measurement should be determined based on assumptions that market participants would use in pricing the asset or liability. Assets and liabilities adjusted to fair value in the balance sheet are categorized based upon the level of judgment associated with the inputs used to measure their fair value. Level inputs, as defined by ASC 820, are as follows:

| <b>Level input</b> | <b>Input definition</b>   |
|--------------------|---|
| Level 1            | Inputs are unadjusted, quoted prices for identical assets or liabilities in active markets at the measurement date.   |
| Level 2            | Inputs, other than quoted prices included in Level 1 that are observable for the asset or liability through corroboration with market data at the measurement date. |
| Level 3            | Unobservable inputs that reflect management's best estimate of what market participants would use in pricing the asset or liability at the measurement date.        |

The Company obtained the fair value of its available-for-sale securities, which are not in active markets, from a third-party professional pricing service using quoted market prices for identical or comparable instruments, rather than direct observations of quoted prices in active markets. The Company's professional pricing service gathers observable inputs for all of its fixed income securities from a variety of industry data providers (e.g., large custodial institutions) and other third-party sources. Once the observable inputs are gathered, all data points are considered and the fair value is determined. The Company validates the quoted market prices provided by its primary pricing service by comparing their assessment of the fair values against the fair values provided by its investment managers. The Company's investment managers use similar techniques to its professional pricing service to derive pricing as described above. As all significant inputs were observable, derived from observable information in the marketplace or supported by observable levels at which transactions are executed in the marketplace, the Company has classified its available-for-sale securities within Level 2 of the fair value hierarchy.

The following table summarizes fair value measurements by level for the assets measured at fair value on a recurring basis:

| <b>As of September 30, 2015</b> | <b>Level 1</b>  | <b>Level 2</b>   | <b>Level 3</b> | <b>Total</b>     |
|---------------------------------|-----------------|------------------|----------------|------------------|
| Money market accounts           | \$ 6,849        | \$ —             | \$ —           | \$ 6,849         |
| Certificates of deposit         | —               | 23,837           | —              | 23,837           |
| <b>Total assets</b>             | <b>\$ 6,849</b> | <b>\$ 23,837</b> | <b>\$ —</b>    | <b>\$ 30,686</b> |

  

| <b>As of December 31, 2014</b> | <b>Level 1</b>   | <b>Level 2</b>   | <b>Level 3</b> | <b>Total</b>     |
|--------------------------------|------------------|------------------|----------------|------------------|
| Money market accounts          | \$ 42,262        | \$ —             | \$ 616         | \$ 42,878        |
| Certificates of deposit        | —                | 11,633           | 80             | 11,713           |
| <b>Total assets</b>            | <b>\$ 42,262</b> | <b>\$ 11,633</b> | <b>\$ 696</b>  | <b>\$ 54,591</b> |

**Cash equivalents**

The Company considers all short-term highly liquid investments with a maturity of three months or less to be cash equivalents. Cash equivalents are recorded at cost plus accrued interest, which approximates fair value. Certificates of deposit are included in cash equivalents and short-term investments based on the maturity date of the security.

**Inogen, Inc.**  
**Condensed Notes to the Financial Statements (continued)**  
**(unaudited)**  
**(amounts in thousands, except share and per share amounts)**

**Investments**

The Company considers investments with maturities greater than three months, but less than one year, to be short-term investments. Investments that have maturities of more than one year are classified as long-term investments. Investments are classified as available-for-sale and are reported at fair value with unrealized gains or losses, if any, reported, net of tax, in accumulated other comprehensive income. The cost of investments sold is based on the specific identification method, and all income generated and realized gains or losses from investments are recorded to interest and other income (expense), net.

The Company reviews its investments to identify and evaluate investments that have an indication of possible impairment. Factors considered in determining whether a loss is temporary include the length of time and extent to which fair value has been less than the cost basis, the financial condition and near-term prospects of the investee, and the Company's intent and ability to hold the investment for a period of time sufficient to allow for any anticipated recovery in market value. Credit losses and other-than-temporary impairments are declines in fair value that are not expected to recover and are charged to interest and other income (expense), net. Cash, cash equivalents and investments consist of the following:

|                                  | September 30,<br>2015 | December 31,<br>2014 |
|----------------------------------|-----------------------|----------------------|
| <b>Cash and cash equivalents</b> |                       |                      |
| Cash                             | \$ 43,432             | \$ 2,941             |
| Money market accounts            | 6,849                 | 42,262               |
| Certificates of deposit          | 4,809                 | 11,633               |
| Total cash and cash equivalents  | \$ 55,090             | \$ 56,836            |
| <b>Short-term investments</b>    |                       |                      |
| Certificates of deposit          | 19,028                | —                    |
| Total short-term investments     | \$ 19,028             | \$ —                 |

**Accounts receivable and allowance for bad debts, returns, and adjustments**

Accounts receivable are customer obligations due under normal sales and rental terms. The Company performs credit evaluations of the customers' financial condition and generally does not require collateral. The allowance for doubtful accounts is maintained at a level that, in management's opinion, is adequate to absorb potential losses related to accounts receivable and is based upon the Company's continuous evaluation of the collectability of outstanding balances. Management's evaluation takes into consideration such factors as past bad debt experience, economic conditions and information about specific receivables. The Company's evaluation also considers the age and composition of the outstanding amounts in determining their net realizable value.

The allowance is based on estimates, and ultimate losses may vary from current estimates. As adjustments to these estimates become necessary, they are reported in earnings in the periods that they become known. The allowance is increased by bad debt provisions charged to bad debt expense, net of recoveries, in operating expense and is reduced by direct write-offs, net of recoveries.

The Company generally does not allow returns from providers for reasons not covered under its standard warranty. Therefore, provision for sales returns applies to direct-to-consumer sales only. This reserve is calculated based on actual historical return rates under the Company's 30-day return program and is applied to the sales revenue for direct-to-consumer sales for the last month of the quarter reported.

The Company also records an allowance for rental revenue adjustments and write-offs, which is recorded as a reduction of rental revenue and rental accounts receivable balances. These adjustments and write-offs result from contractual adjustments, audit adjustments, untimely claims filings or billings not paid due to another provider performing same or similar functions for the patient in the same period, all of which prevent billed revenue from becoming realizable. The reserve is based on historical revenue adjustments as a percentage of rental revenue billed and rental revenue unbilled during the related period.

When recording the allowance for doubtful accounts, the bad debt expense account (general and administrative expense account) is charged; when recording allowance for sales returns, the sales returns account (contra sales revenue account) is charged; and when recording the allowance for adjustments, the rental revenue adjustments account (contra rental revenue account) is charged.

**Inogen, Inc.**  
**Condensed Notes to the Financial Statements (continued)**  
**(unaudited)**  
**(amounts in thousands, except share and per share amounts)**

As of September 30, 2015 and December 31, 2014, included in accounts receivable on the balance sheets were earned but unbilled receivables of \$5,718 and \$3,653, respectively. These balances reflect gross unbilled receivables prior to any allowances for adjustments and write-offs.

***Concentration of credit risk***

Financial instruments that potentially subject the Company to concentration of credit risk consist principally of cash and cash equivalents and accounts receivable. At times, cash account balances may be in excess of the amounts insured by the Federal Deposit Insurance Corporation (FDIC). However, management believes the risk of loss to be minimal. The Company performs periodic evaluations of the relative credit standing of these institutions and has not experienced any losses on its cash and cash equivalents to date.

***Concentration of customers and vendors***

The Company sells its products to home medical equipment providers, distributors, and resellers in the United States and in foreign countries on a credit basis. The Company sells its products to consumers on a prepayment basis. No single customer represented more than 10% of the Company's total revenue for the nine months ended September 30, 2015 and September 30, 2014. No single customer represented more than 10% of the Company's total accounts receivable balance as of September 30, 2015, or as of December 31, 2014.

The Company also rents products directly to consumers for insurance reimbursement, which resulted in a customer concentration relating to Medicare's service reimbursement programs. Medicare's service reimbursement programs accounted for 75.9% and 78.6% of rental revenue for the three months ended September 30, 2015 and September 30, 2014, respectively, and based on total revenue were 21.5% and 26.7% for the three months ended September 30, 2015 and September 30, 2014, respectively. Medicare's service reimbursement programs accounted for 74.0% and 74.3% of rental revenue for the nine months ended September 30, 2015 and September 30, 2014, respectively, and based on total revenue were 21.1% and 25.6% for the nine months ended September 30, 2015 and September 30, 2014, respectively. Accounts receivable balances relating to Medicare's service reimbursement programs amounted to \$7,533 or 36.1% of total accounts receivable as of September 30, 2015 as compared to \$4,875, or 25.2% of total accounts receivable as of December 31, 2014.

The Company currently purchases raw materials from a limited number of vendors, which resulted in a concentration of three major vendors. The three major vendors supply the Company with raw materials used to manufacture the Company's products. For the nine months ended September 30, 2015, the Company's three major vendors accounted for 23.0%, 17.4%, and 8.9%, respectively, of total raw material purchases. For the nine months ended September 30, 2014, the Company's three major vendors accounted for 18.8%, 17.8% and 8.0%, respectively, of total raw material purchases.

A portion of revenue is earned from sales outside the United States. Approximately 87% and 75% of the non-U.S. revenue for the three months and nine months ended September 30, 2015, respectively, was invoiced in Euros. The Company did not begin to invoice in Euros until the fourth quarter of 2014. A breakdown of the Company's revenue from U.S. and non-U.S. sources for the three months and nine months ended September 30, 2015 and September 30, 2014 is as follows:

|                  | <b>Three months ended</b> |             | <b>Nine months ended</b> |             |
|------------------|---------------------------|-------------|--------------------------|-------------|
|                  | <b>September 30,</b>      |             | <b>September 30,</b>     |             |
|                  | <b>2015</b>               | <b>2014</b> | <b>2015</b>              | <b>2014</b> |
| U.S. revenue     | \$ 32,907                 | \$ 22,572   | \$ 91,719                | \$ 65,996   |
| Non-U.S. revenue | 7,871                     | 6,821       | 26,840                   | 17,423      |
| Total revenue    | \$ 40,778                 | \$ 29,393   | \$ 118,559               | \$ 83,419   |

**Inogen, Inc.**  
**Condensed Notes to the Financial Statements (continued)**  
**(unaudited)**  
**(amounts in thousands, except share and per share amounts)**

***Inventories***

Inventories are stated at the lower of cost or market. Cost is determined using a standard cost method, including material, labor and manufacturing overhead, whereby the standard costs are updated at least quarterly to reflect approximate actual costs using the first-in, first out (FIFO) method and market represents the lower of replacement cost or estimated net realizable value. During the nine months ended September 30, 2015, \$1,295 of inventory was transferred to rental equipment and was not included in the production and purchase of rental equipment. The Company records adjustments at least quarterly to inventory for potentially excess, obsolete, slow-moving or impaired items. Inventories consist of the following:

|                                    | September 30,<br>2015 | December 31,<br>2014 |
|------------------------------------|-----------------------|----------------------|
| Raw materials and work-in-progress | \$ 8,363              | \$ 6,774             |
| Finished goods                     | 1,122                 | 983                  |
| Less: reserves                     | (128)                 | (141)                |
| Inventories                        | <u>\$ 9,357</u>       | <u>\$ 7,616</u>      |

***Property and equipment***

Property and equipment are stated at cost. Depreciation and amortization are calculated using the straight-line method over the assets' estimated useful lives as follows:

|                                     |   |
|-------------------------------------|---|
| Rental equipment                    | 1.5-5 years                                       |
| Manufacturing equipment and tooling | 5 years   |
| Computer equipment and software     | 3 years   |
| Furniture and equipment             | 3-5 years   |
| Leasehold improvements              | Shorter of 3-10 years or life of underlying lease |

Expenditures for additions, improvements and replacements are capitalized and depreciated to a salvage value of zero. Repair and maintenance costs are included in cost of revenue on the Statements of Operations. Repair and maintenance expense, which includes labor, parts and freight for rental equipment was \$686 and \$367 for the three months ended September 30, 2015 and September 30, 2014, respectively, and \$1,897 and \$1,157 for the nine months ended September 30, 2015 and September 30, 2014, respectively.

Included within property and equipment is construction in process, primarily related to the design and engineering of tooling, jigs and other machinery. In addition, this item also includes computer software that has been purchased, but has not completed the final configuration process for implementation into the Company's systems. These items have not been placed in service; therefore, no depreciation or amortization was recognized for these items in the respective periods.

Depreciation and amortization expense related to property and equipment and rental equipment is summarized below for the three months ended September 30, 2015 and September 30, 2014, respectively, and for the nine months ended September 30, 2015 and September 30, 2014, respectively.

|                                     | Three months ended<br>September 30, |                 | Nine months ended<br>September 30, |                 |
|-------------------------------------|-------------------------------------|-----------------|------------------------------------|-----------------|
|                                     | 2015                                | 2014            | 2015                               | 2014            |
| Rental equipment                    | \$ 3,029                            | \$ 2,752        | \$ 8,929                           | \$ 7,512        |
| Other property and equipment        | 510                                 | 396             | 1,475                              | 1,142           |
| Total depreciation and amortization | <u>\$ 3,539</u>                     | <u>\$ 3,148</u> | <u>\$ 10,404</u>                   | <u>\$ 8,654</u> |

**Inogen, Inc.**  
**Condensed Notes to the Financial Statements (continued)**  
**(unaudited)**  
**(amounts in thousands, except share and per share amounts)**

Property and equipment and rental equipment with associated accumulated depreciation is summarized below for September 30, 2015 and December 31, 2014, respectively.

|                                    | September 30,<br>2015 | December 31,<br>2014 |
|------------------------------------|-----------------------|----------------------|
| <b>Property and equipment</b>      |                       |                      |
| Rental equipment, net of allowance | \$ 54,369             | \$ 48,359            |
| Other property and equipment       | 11,215                | 9,408                |
| Property and equipment             | <u>65,584</u>         | <u>57,767</u>        |
| <b>Accumulated depreciation</b>    |                       |                      |
| Rental equipment                   | 27,662                | 21,084               |
| Other property and equipment       | 6,213                 | 4,756                |
| Accumulated depreciation           | <u>33,875</u>         | <u>25,840</u>        |
| <b>Net property and equipment</b>  |                       |                      |
| Rental equipment                   | 26,707                | 27,275               |
| Other property and equipment       | 5,002                 | 4,652                |
| Property and equipment, net        | <u>\$ 31,709</u>      | <u>\$ 31,927</u>     |

**Income taxes**

The Company accounts for income taxes in accordance with ASC 740 — *Income Taxes*. Under ASC 740, income taxes are recognized for the amount of taxes payable or refundable for the current period and deferred tax liabilities and assets are recognized for the future tax consequences of transactions that have been recognized in the Company's financial statements or tax returns. A valuation allowance is provided when it is more likely than not that some portion, or all, of the deferred tax asset will not be realized.

The Company accounts for uncertainties in income tax in accordance with ASC 740-10 — *Accounting for Uncertainty in Income Taxes*. ASC 740-10 prescribes a recognition threshold and measurement attribute for the financial statement recognition and measurement of a tax position taken or expected to be taken in a tax return. This accounting standard also provides guidance on derecognition, classification, interest and penalties, accounting in interim periods, disclosure and transition.

The Company recognizes interest and penalties on taxes, if any, within operations as income tax expense. No significant interest or penalties were recognized during the periods presented.

The Company operates in multiple states. The statute of limitations has expired for all tax years prior to 2012 for federal and 2010 to 2011 for various state tax purposes. However, the net operating loss generated on the federal and state tax returns in prior years may be subject to adjustments by the federal and state tax authorities.

Income tax expense was \$982 and \$3,683, an effective tax rate of 26.7% and 32.3%, for the three and nine months ended September 30, 2015, respectively, compared to \$1,341 and \$3,408, an effective tax rate of 38.6% and 39.1%, for the comparable periods ended September 30, 2014, respectively. Variations in the tax rate year-over-year were primarily due to changes in the valuation allowance related to California net operating losses.

**Accounting for stock-based compensation**

The Company accounts for its stock-based compensation in accordance with ASC 718, *Compensation—Stock Compensation*, which establishes accounting for share-based awards, exchanged for employee services and requires companies to expense the estimated fair value of these awards over the requisite employee service period. Stock-based compensation cost is determined at the grant date using the Black-Scholes option pricing model. The value of the award that is ultimately expected to vest is recognized as expense on a straight-line basis over the employee's requisite service period.

As part of the provisions of ASC 718, the Company is required to estimate potential forfeitures of stock grants and adjust compensation cost recorded accordingly. The estimate of forfeitures will be adjusted over the requisite service period to the extent that actual forfeitures differ, or are expected to differ, from such estimates. Changes in estimated forfeitures will be recognized through a cumulative catch-up adjustment in the period of change and will also impact the amount of stock compensation expense to be recognized in future periods.

**Inogen, Inc.**  
**Condensed Notes to the Financial Statements (continued)**  
**(unaudited)**  
**(amounts in thousands, except share and per share amounts)**

**Business segments**

The Company operates in only one business segment – development, manufacturing, marketing, sales, and rental of respiratory products.

**Earnings per share**

Earnings per share (EPS) is computed in accordance with ASC 260, *Earnings per Share*, and is calculated using the weighted-average number of common shares outstanding during each period. Diluted EPS assumes the conversion, exercise or issuance of all potential common stock equivalents (which can include dilution of outstanding stock options and common stock warrants) unless the effect is to reduce a loss or increase the income per share. For purposes of this calculation, common stock subject to repurchase by the Company, options and warrants are considered to be common stock equivalents and are only included in the calculation of diluted earnings per share when their effect is dilutive.

The shares used to compute basic and diluted net income per share represent the weighted-average common shares outstanding, reduced by the weighted-average unvested common shares subject to repurchase.

The computation of EPS is as follows:

|  | <b>Three months ended September 30,</b> |                   | <b>Nine months ended September 30,</b> |                   |
|--|---|-------------------|--|-------------------|
|  | <b>2015</b>                             | <b>2014</b>       | <b>2015</b>                            | <b>2014</b>       |
| <b>Numerator—basic:</b>  |   |                   |  |                   |
| Net income   | \$ 2,696                                | \$ 2,133          | \$ 7,727                               | \$ 5,307          |
| Less deemed dividend on redeemable convertible preferred stock | —                                       | —                 | —                                      | (987)             |
| Net income before preferred rights dividend                    | 2,696                                   | 2,133             | 7,727                                  | 4,320             |
| Less: undistributed earnings to preferred stock - basic        | —                                       | —                 | —                                      | (563)             |
| Net income attributable to common stockholders - basic         | <u>\$ 2,696</u>                         | <u>\$ 2,133</u>   | <u>\$ 7,727</u>                        | <u>\$ 3,757</u>   |
| <b>Numerator—diluted:</b>                                      |   |                   |  |                   |
| Net income   | \$ 2,696                                | \$ 2,133          | \$ 7,727                               | \$ 5,307          |
| Less deemed dividend on redeemable convertible preferred stock | —                                       | —                 | —                                      | (987)             |
| Net income before preferred rights dividend                    | 2,696                                   | 2,133             | 7,727                                  | 4,320             |
| Less: undistributed earnings to preferred stock - diluted      | —                                       | —                 | —                                      | (507)             |
| Net income attributable to common stockholders - diluted       | <u>\$ 2,696</u>                         | <u>\$ 2,133</u>   | <u>\$ 7,727</u>                        | <u>\$ 3,813</u>   |
| <b>Denominator:</b>  |   |                   |  |                   |
| Weighted-average common shares - basic common stock            | 19,428,653                              | 18,286,208        | 19,303,057                             | 15,340,877        |
| Weighted-average common shares - diluted common stock          | 20,783,550                              | 20,213,102        | 20,690,499                             | 17,293,833        |
| Net income per share - basic common stock                      | \$ 0.14                                 | \$ 0.12           | \$ 0.40                                | \$ 0.24           |
| Net income per share - diluted common stock                    | \$ 0.13                                 | \$ 0.11           | \$ 0.37                                | \$ 0.22           |
| <b>Shares excluded from diluted net income:</b>                |   |                   |  |                   |
| Stock options  | 627,688                                 | 630,055           | 629,136                                | 630,055           |
| Shares excluded from diluted net income                        | 627,688                                 | 630,055           | 629,136                                | 630,055           |
| <b>Denominator calculation from basic to diluted:</b>          |   |                   |  |                   |
| Weighted-average common shares - basic common stock            | 19,428,653                              | 18,286,208        | 19,303,057                             | 15,340,877        |
| Warrants   | 15,122                                  | 154,227           | 15,102                                 | 161,743           |
| Stock options  | 1,339,775                               | 1,772,667         | 1,372,340                              | 1,791,213         |
| Weighted-average common shares - diluted common stock          | <u>20,783,550</u>                       | <u>20,213,102</u> | <u>20,690,499</u>                      | <u>17,293,833</u> |

The computations of diluted net income attributable to common stockholders exclude common stock options which were anti-dilutive for the three months and nine months ended September 30, 2015 and September 30, 2014, respectively.

**Inogen, Inc.**  
**Condensed Notes to the Financial Statements (continued)**  
**(unaudited)**  
**(amounts in thousands, except share and per share amounts)**

**3. Intangible assets**

***Comfort Life Medical***

During the year ended December 31, 2008, the Company acquired Comfort Life Medical, LLC. The acquisition resulted in recording an intangible asset in the amount of \$92 related to the Medicare license held by the acquired company. The Company amortizes this intangible asset over its estimated useful life of ten years. As of September 30, 2015 and December 31, 2014, there were no impairments recorded related to this intangible asset. On April 1, 2009, Comfort Life Medical, LLC merged with Inogen, Inc., and was simultaneously dissolved. During the year ended December 31, 2009, the Company was assigned four patents previously held as an exclusive license from Air Products & Chemicals (APC) in exchange for an increase in a long-term liability due to APC of \$250. The acquisition of these patents resulted in an intangible asset of \$250. During the year ended December 31, 2011, the Company purchased additional patents from APC for a total value of \$650. The Company amortizes these intangible assets over an estimated useful life of five years. There were no impairments recorded related to these intangible assets during the three months and nine months ended September 30, 2015 and September 30, 2014. The Company recalculated interest and amortization during the respective periods based on adjusted asset and debt.

***Breathe Oxygen Services***

During the year ended December 31, 2011, the Company acquired Breathe Oxygen Services, LLC. The acquisition resulted in recording an intangible asset in the amount of \$66 related to the Medicare license held by the acquired Breathe Oxygen Services that allowed them to operate in the state of Tennessee as well as other assets. On August 29, 2011, Breathe Oxygen Services, LLC merged with Inogen, Inc., and was simultaneously dissolved. The Company amortizes this intangible asset over its estimated useful life of ten years. During the three months and nine months ended September 30, 2015 and September 30, 2014, there were no impairments recorded related to this intangible asset.

***Direct response advertising commercials***

The Company also capitalizes costs incurred for the production of direct response advertising commercials and amortizes these intangible assets over a useful life of two years. During the three and nine months ended September 30, 2015, the Company paid \$10 and \$21, respectively, for its production of commercials. During the three months and nine months ended September 30, 2014, the Company paid \$4 and \$184, respectively, for its patient setup video, website development and redesign, and production of commercials.

Amortization expense for intangible assets for the three months ended September 30, 2015 and September 30, 2014 was \$21 and \$45 respectively, and for the nine months ended September 30, 2015 and September 30, 2014 was \$64 and \$125, respectively.

**4. Long-term debt**

***JP Morgan Chase debt***

In November 2014, the Company secured a primary banking relationship that provides access to a \$15,000 working capital revolving line of credit, and treasury and cash management services through commercial banking with JP Morgan Chase. This agreement is a three year working capital revolving line of credit which replaces the previous loan facility the Company maintained with Comerica. The interest rate on outstanding debt balances will be the London Interbank Offer Rate (LIBOR) plus 1.25%. The Company is required to maintain a tangible net worth not less than \$90,000 and EBITDA of \$10,000 for any period of four consecutive quarters commencing with the four-quarter test period ended September 30, 2014. Beginning with the second quarter of 2016, the EBITDA will increase to a \$12,500 minimum calculation. As of September 30, 2015, the Company had \$29,300 in EBITDA and was required to have \$10,000. In addition, the Company had a tangible net worth of \$129,700 and was required to have \$90,000.

**Inogen, Inc.**  
**Condensed Notes to the Financial Statements (continued)**  
**(unaudited)**  
**(amounts in thousands, except share and per share amounts)**

The contractual obligations schedule below relates to the acquisition of patents from APC which are reflected in intangible assets and were acquired in 2011.

|   | <u>September 30,<br/>2015</u> | <u>December 31,<br/>2014</u> |
|---|-------------------------------|------------------------------|
| Contractual obligation, bearing imputed interest at prime plus two, quarterly payments of \$53 beginning May 2011 through October 2014 and quarterly payments of \$81 beginning January 2015 through October 2016 | \$ 391                        | \$ 614                       |
| Less: current maturities  | (311)                         | (299)                        |
| Long-term debt, net of current portion  | <u>\$ 80</u>                  | <u>\$ 315</u>                |

As of September 30, 2015, the minimum aggregate payments due under non-cancelable debt are summarized as follows:

|                            | <u>September 30,<br/>2015</u> |
|----------------------------|-------------------------------|
| Remaining 3 months of 2015 | \$ 76                         |
| 2016                       | 315                           |
| Total                      | <u>\$ 391</u>                 |

**5. Commitments and contingencies**

***Leases***

The Company leases its offices and certain equipment under operating leases that expire through January 2022. As of September 30, 2015, the minimum aggregate payments due under non-cancelable leases are summarized as follows:

|                            | <u>September 30,<br/>2015</u> |
|----------------------------|-------------------------------|
| Remaining 3 months of 2015 | \$ 262                        |
| 2016                       | 1,066                         |
| 2017                       | 1,077                         |
| 2018                       | 1,061                         |
| 2019                       | 1,057                         |
| Thereafter                 | 819                           |
|                            | <u>\$ 5,342</u>               |

Rent expense of \$221 and \$182 for the three months ended September 30, 2015 and September 30, 2014, respectively, and \$661 and \$569 for the nine months ended September 30, 2015 and September 30, 2014, respectively, was included in the accompanying Statements of Operations. In addition, the Company has entered into purchase obligations for raw materials, accessories and other inventory related products in the course of its manufacturing process for a total of \$5,100 as of September 30, 2015

***Warranty obligation***

The following table identifies the changes in the Company's aggregate product warranty liabilities for the nine and twelve month periods ended September 30, 2015 and December 31, 2014, respectively:

|  | <u>September 30,<br/>2015</u> | <u>December 31,<br/>2014</u> |
|--|-------------------------------|------------------------------|
| Product warranty liability at beginning of period                              | \$ 1,115                      | \$ 809                       |
| Accruals for warranties issued   | 1,415                         | 1,075                        |
| Adjustments related to preexisting warranties (including changes in estimates) | 360                           | 406                          |
| Settlements made (in cash or in kind)  | (1,102)                       | (1,175)                      |
| Product warranty liability at end of period                                    | <u>\$ 1,788</u>               | <u>\$ 1,115</u>              |

**Inogen, Inc.**  
**Condensed Notes to the Financial Statements (continued)**  
**(unaudited)**  
**(amounts in thousands, except share and per share amounts)**

***Legislation and HIPAA***

The healthcare industry is subject to numerous laws and regulations of federal, state and local governments. These laws and regulations include, but are not necessarily limited to, matters such as licensure, accreditation, government healthcare program participation requirements, reimbursement for patient services, and Medicare and Medicaid fraud and abuse. Government activity has continued with respect to investigations and allegations concerning possible violations of fraud and abuse statutes and regulations by healthcare providers. Violations of these laws and regulations could result in expulsion from government healthcare programs together with the imposition of significant fines and penalties, as well as significant repayments for patient services previously billed.

The Company believes that it is in compliance in all material respects with applicable fraud and abuse regulations and other applicable government laws and regulations. Compliance with such laws and regulations can be subject to future government review and interpretation as well as regulatory actions unknown or unasserted at this time. The Company believes that it complies in all material respects with the provisions of those regulations that are applicable to the Company's business.

The Health Insurance Portability and Accountability Act (HIPAA) assures health insurance portability, reduces healthcare fraud and abuse, guarantees security and privacy of health information, and enforces standards for health information. The Health Information Technology for Economic and Clinical Health Act (HITECH Act) imposes notification requirements of certain security breaches relating to protected health information. The Company may be subject to significant fines and penalties if found not to be compliant with the provisions outlined in the regulations.

***Legal proceedings***

***Inova Labs lawsuit***

On November 4, 2011, the Company filed a lawsuit in the United States District Court for the Central District of California against Inova Labs Inc., or Defendant, for infringement of two of the Company's patents. The case, Inogen Inc. v. Inova Labs Inc., Case No. 8:11-cv-01692-JST-AN, or the Lawsuit, involves U.S. Patent Nos. 7,841,343, entitled "Systems and Methods For Delivering Therapeutic Gas to Patients", or the '343 patent, and 6,605,136 entitled "Pressure Swing Adsorption Process Operation And Optimization", or the '136 patent. The Company alleged in the Lawsuit that certain of Defendant's oxygen concentrators infringe various claims of the '343 and '136 patents. The Lawsuit seeks damages, injunctive relief, costs and attorney fees.

The Defendant has answered the complaint, denying infringement and asserting various sets of defenses including non-infringement, invalidity and unenforceability, patent misuse, unclean hands, laches and estoppel. The Defendant also filed counterclaims against us alleging patent invalidity, non-infringement and inequitable conduct. The Company denied the allegations in the Defendant's counterclaims. The Company has filed a motion to dismiss Defendant's inequitable conduct counterclaim.

The Defendant filed a request with the U.S. Patent and Trademark Office seeking an inter partes reexamination of the '343 and '136 patents. The Defendant also filed a motion to stay the Lawsuit pending outcome of the reexamination. On March 20, 2012, the Court granted the Defendant's motion to stay the Lawsuit pending outcome of the reexamination and also granted the Company's motion to dismiss the Defendant's inequitable conduct counterclaim.

***Securities class action lawsuit***

On March 13 and March 19, 2015, plaintiffs Brad Christi and Roger D. Holford each filed, respectively, a lawsuit against Inogen, Raymond Huggenberger, Inogen's President and Chief Executive Officer, and Alison Bauerlein, Inogen's Executive Vice President and Chief Financial Officer, in the United States District Court for the Central District of California on behalf of a purported class of purchasers of our securities between November 12, 2014 and March 11, 2015. The complaints alleged that Inogen, Mr. Huggenberger and Ms. Bauerlein violated Section 10(b) of the Securities Exchange Act of 1934, as amended (Exchange Act), and Rule 10b-5 promulgated thereunder, and that Mr. Huggenberger and Ms. Bauerlein violated Section 20(a) of the Exchange Act. Specifically, the complaints alleged that during the purported class period our financial statements and disclosures concerning internal controls over financial reporting were materially false and misleading. The complaints sought compensatory damages in an unspecified amount, costs and expenses, including attorneys' fees and expert fees, prejudgment and post-judgment interest and such other relief as the court deemed proper. On May 7, 2015, plaintiff Roger D. Holford filed a notice of voluntary dismissal without prejudice pursuant to Federal Rule of Civil Procedure Rule 41(a)(1)(A) in the second filed action. On June 29, 2015, plaintiff Brad Christi filed a notice of voluntary dismissal without prejudice pursuant to Federal Rule of Civil Procedure Rule 41(a)(1)(A) in the first filed action. The case was closed by the Court as of June 29, 2015.

**Inogen, Inc.**  
**Condensed Notes to the Financial Statements (continued)**  
**(unaudited)**  
**(amounts in thousands, except share and per share amounts)**

*Other legal proceedings*

The Company is party to various legal proceedings arising in the normal course of business. The Company carries insurance, subject to deductibles under the specified policies, to protect against losses from certain types of legal claims. The Company does not anticipate that any of these proceedings will have a material impact on the Company.

**6. Stock incentive plans**

The Company has a 2012 Equity Incentive Plan (2012 Plan) under which the Company granted options to purchase shares of its common stock. As of September 30, 2015, options to purchase 686,013 shares of common stock remained outstanding under the 2012 Plan. The 2012 Plan was terminated in connection with the Company's initial public offering, and accordingly, no new options are available for issuance under this plan. The 2012 Plan continues to govern outstanding awards granted thereunder.

The Company has a 2002 Stock Incentive Plan (2002 Plan) as amended, under which the Company granted options to purchase shares of its common stock. As of September 30, 2015, options to purchase 354,962 shares of common stock remained outstanding under the 2002 Plan. The 2002 Plan terminated in March 2012 in connection with the adoption of the 2012 Plan, and, accordingly, no new options are available for issuance under this plan. The 2002 Plan continues to govern outstanding awards granted thereunder.

The Company's board of directors adopted and its stockholders approved a 2014 Equity Incentive Plan (2014 Plan) effective immediately prior to the effectiveness of its initial public offering. The 2014 Plan provides for the grant of incentive stock options, within the meaning of Section 422 of the Internal Revenue Code, to the Company's employees and any parent and subsidiary corporation's employees, and for the grant of nonstatutory stock options, restricted stock, restricted stock units, stock appreciation rights, performance units and performance shares to its employees, directors and consultants and its parent and subsidiary corporations' employees and consultants.

As of September 30, 2015, options to purchase 1,319,742 shares of the Company's common stock were outstanding, and 388,264 shares of common stock remained available for issuance. The shares available for issuance under the 2014 Plan will be increased by any shares returned to the 2002 Plan, 2012 Plan and the 2014 Plan as a result of expiration or termination of awards (provided that the maximum number of shares that may be added to the 2014 Plan pursuant to such previously granted awards under the 2002 Plan and 2012 Plan is 2,328,569 shares). The number of shares available for issuance under the 2014 Plan also is increased annually on the first day of each fiscal year equal to the least of:

- 895,346 shares;
- 4% of the outstanding shares of common stock as of the last day of the Company's immediately preceding fiscal year; or
- such other amount as the Company's board of directors may determine.

For 2015, an additional 762,373 shares were added to the 2014 Plan share reserve pursuant to the provision described above.

Options typically expire between seven and ten years from the date of grant and vest over one to four year terms. Options have been granted to employees, directors and consultants of the Company at the deemed fair market value, as determined by the board of directors, of the shares underlying the options at the date of grant.

**Inogen, Inc.**  
**Condensed Notes to the Financial Statements (continued)**  
**(unaudited)**  
**(amounts in thousands, except share and per share amounts)**

The activity for stock options under the Company's stock plans is as follows:

|  | Options   | Price per share | Weighted-average exercise price | Remaining weighted-average contractual terms (in years) | Per share average intrinsic value |
|--|-----------|-----------------|---------------------------------|---|-----------------------------------|
| Outstanding as of December 31, 2014                  | 2,261,633 | \$0.60-\$24.52  | \$ 7.31                         | 6.43  | \$ 24.06                          |
| Granted  | 644,136   | 38.54-46.66     | 39.31                           |   |                                   |
| Exercised  | (496,203) | 0.60-16.62      | 2.02                            |   |                                   |
| Forfeited  | (48,849)  | 0.75-38.54      | 16.28                           |   |                                   |
| Expired  | —         | —               | —                               |   |                                   |
| Outstanding as of September 30, 2015                 | 2,360,717 | 0.60-46.66      | 16.97                           | 6.15  | 31.58                             |
| Vested and exercisable as of September 30, 2015      | 985,688   | 0.60-46.66      | 5.35                            | 5.68  | 43.20                             |
| Vested and expected to vest as of September 30, 2015 | 2,239,735 | \$0.60-\$46.66  | \$ 16.77                        | 6.12  | \$ 31.78                          |

The Company's board of directors adopted and its stockholders approved a 2014 Employee Stock Purchase Plan (ESPP) effective immediately prior to the effectiveness of its initial public offering. The ESPP provides for the grant to all eligible employees an option to purchase stock under the ESPP, within the meaning Section 423 of the Internal Revenue Code. The ESPP permits participants to purchase common stock through payroll deductions of up to 15% of their eligible compensation, which includes a participant's base straight time gross earnings, incentive compensation, bonuses, overtime and shift premium, but exclusive of payments for equity compensation and other similar compensation. A participant may purchase a maximum of 1,500 shares during a purchase period. Amounts deducted and accumulated by the participant are used to purchase shares of the Company's common stock at the end of each six-month period. The purchase price of the shares will be 85% of the lower of the fair market value of the Company's common stock on the first trading day of each offering period or on the exercise date. The offering periods are currently approximately six months in length beginning on the first business day on or after March 1 and September 1 of each year and ending on the first business day on or after September 1 and March 1 approximately six months later.

As of September 30, 2015, a total of 296,674 shares of common stock were available for sale pursuant to the ESPP. The number of shares available for sale under the ESPP is increased annually on the first day of each fiscal year equal to the least of:

- 179,069 shares;
- 1.5% of the outstanding shares of the Company's common stock on the last day of the Company's immediately preceding fiscal year; or
- such other amount as may be determined by the administrator.

For 2015, an additional 179,069 shares were added to the ESPP share reserve pursuant to the provision described above.

The activity for the ESPP is as follows:

|  | First Offering Period | Second Offering Period | Third Offering Period |
|--|-----------------------|------------------------|-----------------------|
| Employee accumulated payroll deductions    | \$ 414                | \$ 343                 | \$ 361                |
| Total shares purchased                     | 30,358                | 18,551                 | 12,555                |
| Payroll deductions used to purchase shares | \$ 413                | \$ 342                 | \$ 359                |
| Transfer to next offering period           | \$ 1                  | \$ 1                   | \$ 3                  |
| FMV at enrollment date per share           | \$ 16.00              | \$ 21.69               | \$ 33.62              |
| FMV at purchase date per share             | \$ 21.69              | \$ 33.62               | \$ 49.25              |
| Purchase price per share                   | \$ 13.60              | \$ 18.44               | \$ 28.58              |

**Inogen, Inc.**  
**Condensed Notes to the Financial Statements (continued)**  
**(unaudited)**  
**(amounts in thousands, except share and per share amounts)**

Stock-based compensation expense recognized for the three months and nine months ended September 30, 2015 for the ESPP was \$74 and \$265, respectively, and is combined with the 2014 Plan compensation expense for a total compensation expense of \$1,016 and \$2,343 for the three months and nine months ended September 30, 2015, respectively.

The number of equity awards available for grant under the 2014 Plan as of September 30, 2015 and December 31, 2014 was 388,264 and 221,178, respectively.

Employee stock-based compensation expense recognized for the nine months ended September 30, 2015 and September 30, 2014 was calculated based on awards ultimately expected to vest and has been reduced for estimated forfeitures at a rate of 7.5% and 6.7%, respectively, based on the Company's historical option cancellations. ASC 718 requires forfeitures to be estimated at the time of grant and revised, if necessary, in subsequent periods if actual forfeitures differ from those estimates.

For the three months ended September 30, 2015 and September 30, 2014, stock-based compensation expense recognized under ASC 718, included in cost of sales, sales and marketing expense, general and administrative expense, and research and development expense, totaled \$1,016 and \$457, respectively, and for the nine months ended September 30, 2015 and September 30, 2014 was \$2,343 and \$1,123, respectively. The unrecognized compensation expense related to non-vested share based compensation granted under the Plans as of September 30, 2015 and September 30, 2014 was \$11,579 and \$5,055, respectively.

## 7. Warrants

In connection with certain of its previous convertible preferred stock issuances, convertible debt financings, and other financing arrangements, the Company has outstanding warrants for shares of its common stock.

A summary of outstanding common stock warrants as of September 30, 2015 is as follows:

| Security     | Number of<br>warrants | Exercise<br>price/share | Expiration<br>date |
|--------------|-----------------------|-------------------------|--------------------|
| Common stock | 15,218                | \$ 0.30                 | 2017-2019          |

## 8. Subsequent Events

### *Legal proceedings*

On October 23, 2015, Separation Design Group IP Holdings, LLC (SDGIP) filed a lawsuit against the Company in the United States District Court for the Central District of California. SDGIP alleges that the Company willfully infringes U.S. Patent No. 8,894,751. SDGIP also alleges misappropriation of trade secrets and breach of contract stemming from a meeting in September 2010. The Company never received any communication from SDGIP related to patent infringement, misuse of trade secrets, or breach of the material non-disclosure agreement before filing the lawsuit. SDGIP seeks to recover an unspecified amount of damages (including compensatory and treble damages), costs and expenses (including attorneys' fees), pre-judgment and post-judgment interest, and other relief that the Court deems proper. SDGIP also seeks a permanent injunction against the Company. The Company intends to vigorously contest SDGIP's allegations of patent infringement, trade secret misappropriation, and breach of contract.

On November 9, 2015, the Company and ATLAS 35-75 INDUSTRIAL, LP, a Texas limited partnership, as successor in interest to TCIT Dallas Industrial, Inc., entered into an amendment (the "Amendment") to the lease agreement dated as of December 4, 2014 (the "Lease") relating to the lease of manufacturing and office space located at 1225-1249 Commerce Drive, Richardson, Texas 75081. The Amendment provides for the following:

**Inogen, Inc.**  
**Condensed Notes to the Financial Statements (continued)**  
**(unaudited)**  
**(amounts in thousands, except share and per share amounts)**

- the lease of additional space located at 1221 Commerce Drive, Richardson, Texas 75081, containing approximately 13,294 rentable square feet, in addition to an HVAC utility room of approximately 667 square feet that is not included for purposes of rentable square footage calculations (the “Expansion Premises”);
- the term of the lease shall begin on the date that is the later of January 1, 2016 or the date by which the landlord delivers actual possession of the Expansion Premises, and shall end on January 31, 2022 (the “Expansion Premises Term”), or otherwise on the expiration or earlier termination of the Lease;
- payment by the Company of monthly base rent for the Expansion Premises of approximately \$6 beginning in March of 2016 and increasing to approximately \$8 by 2022;
- payment by the Company of certain operating expenses during the Expansion Premises Term; and
- the existing renewal option contained in the Lease shall also apply to the Expansion Premises.

## Item 2: Management's Discussion and Analysis of Financial Condition and Results of Operations

### Forward - Looking Statements

The following discussion and analysis should be read together with our financial statements and the condensed notes to those statements included elsewhere in this Quarterly Report on Form 10-Q. This Quarterly Report on Form 10-Q contains forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended, or (Securities Act), and Section 21E of the Securities Exchange Act of 1934, as amended, or (Exchange Act), that are based on our management's beliefs and assumptions and on information currently available to our management. The forward-looking statements are contained principally in the section entitled "Risk Factors" and this Management's Discussion and Analysis of Financial Condition and Results of Operations. Forward-looking statements include, but are not limited to, statements concerning the following:

- information concerning our possible or assumed future cash flow, revenue, sources of revenue and results of operations, operating and other expenses;
- our assessment of the impact from competitive bidding and the Centers for Medicare and Medicaid Services rules;
- our ability to develop new products, including our fourth-generation portable oxygen concentrator, improve our existing products and increase the value of our products;
- market share expectations, unit sales, business strategies, financing plans, expansion of our business, competitive position, industry environment, potential growth opportunities;
- our expectations regarding the market size, market growth and the growth potential for our business;
- our ability to sustain and manage growth, including our ability to develop new products and enter new markets;
- our expectations regarding the average selling price and manufacturing costs of our products;
- our expectation to expand our sales and marketing channels, including through hiring additional sales representatives and securing contracts with healthcare payors and insurers;
- the effects of seasonal trends on our results of operations;
- our expectations regarding the launch and specifications of our upgraded Inogen One G3 and our fourth-generation portable oxygen concentrator; and
- the effects of competition.

Forward-looking statements include statements that are not historical facts and can be identified by terms such as "anticipates," "believes," "could," "seeks," "estimates," "expects," "intends," "may," "plans," "potential," "predicts," "projects," "should," "will," "would," or similar expressions and the negatives of those terms.

Forward-looking statements involve known and unknown risks, uncertainties, and other factors that may cause our actual results, performance, or achievements to be materially different from any future results, performance, or achievements expressed or implied by the forward-looking statements. We discuss these risks in greater detail in Part II, Item 1A, "Risk Factors," elsewhere in this Quarterly Report on Form 10-Q and in our Annual Report on Form 10-K filed with the Securities and Exchange Commission, or SEC. Given these uncertainties, you should not place undue reliance on these forward-looking statements.

Except as required by law, we assume no obligation to update these forward-looking statements, or to update the reasons actual results could differ materially from those anticipated in these forward-looking statements, even if new information becomes available in the future. You should read this Quarterly Report on Form 10-Q completely and with the understanding that our actual future results may be materially different from what we expect.

"Inogen," "Inogen One," "Inogen One G2," "Inogen One G3," "Oxygenation," "Live Life in Moments, not Minutes," "Never Run Out of Oxygen," "Oxygen Therapy on Your Terms," "Oxygen.Anytime.Anywhere," "Reclaim Your Independence," "Intelligent Delivery Technology," "Inogen At Home," and the Inogen design are trademarks or registered trademarks with the United States Patent and Trademark Office of Inogen, Inc. "Inogen One G3" is a pending application with the United States Patent and Trademark Office. We own trademark registrations for the mark "Inogen" in Australia, Canada, South Korea, Mexico, and Europe (European Community registration). We own pending applications for "Inogen" in Japan and South Korea, and we own a pending application for "イノジェン" in Japan. We own trademark registrations for the mark "Inogen One" in Australia, Canada, China, South Korea, Mexico, and Europe (European Community registration). We own trademark registrations for the mark "Satellite Conserver" in Canada and China. We own a trademark registration for the mark "Inogen At Home" in Europe (European Community Registration). Other

service marks, trademarks, and trade names referred to in this Quarterly Report on Form 10-Q are the property of their respective owners.

In this Quarterly Report on Form 10-Q, “we,” “us” and “our” refer to Inogen, Inc.

Unless otherwise specifically indicated, all amounts herein are expressed in thousands, except for share quantity, per share data, and unit counts. The following discussion of our financial condition and results of operations should be read together with our financial statements and the accompanying condensed notes to those statements included elsewhere in this document. Also, forward-looking statements represent our management’s beliefs and assumptions only as of the date of this Quarterly Report on Form 10-Q.

### **Critical accounting policies and significant estimates**

Our discussion and analysis of our financial condition and results of operations are based upon our financial statements which have been prepared in accordance with generally accepted accounting principles in the United States, or (GAAP). The preparation of these financial statements requires us to make estimates and judgments that affect the reported amounts of assets and liabilities and related disclosure of contingent assets and liabilities, revenue and expenses at the date of the financial statements. Generally, we base our estimates on historical experience and on various other assumptions in accordance with GAAP that we believe to be reasonable under the circumstances. Actual results may differ from these estimates and such differences could be material to the financial position and results of operations.

There have been no material changes in our critical accounting policies and estimates in the preparation of our financial statements during the three months and nine months ended September 30, 2015 compared to those disclosed in our Annual Report on Form 10-K for the year ended December 31, 2014, as filed with the Securities and Exchange Commission (SEC) on April 27, 2015.

### **Overview**

We are a medical technology company that primarily develops, manufactures and markets innovative portable oxygen concentrators used to deliver supplemental long-term oxygen therapy to patients suffering from chronic respiratory conditions. Traditionally, these patients have relied on stationary oxygen concentrator systems for use in the home and oxygen tanks or cylinders for mobile use. The tanks and cylinders must be delivered regularly and have a finite amount of oxygen, which limits patient mobility and requires patients to plan activities outside of their homes around delivery schedules. Additionally, patients must attach long, cumbersome tubing to their stationary concentrators simply to enable mobility within their homes. We refer to this traditional delivery approach as the delivery model. Our proprietary Inogen One systems are devices that concentrate the air around them to offer a single source of supplemental oxygen anytime, anywhere. Using our portable systems, patients can eliminate their dependence on stationary concentrators and tank and cylinder deliveries, thereby improving quality-of-life and fostering mobility.

In May 2004, we received 510(k) clearance from the U.S. Food and Drug Administration, or the FDA, for our Inogen One G1. From our launch of the Inogen One G1 in 2004, through 2008, we derived our revenue almost exclusively from sales to healthcare providers and distributors. In December 2008, we acquired Comfort Life Medical Supply, LLC in order to secure access to the Medicare rental market and began accepting Medicare reimbursement for our oxygen solutions in certain states. At the time of the acquisition, Comfort Life Medical Supply, LLC had an active Medicare billing number but few other assets and limited business activities. In January 2009, following the acquisition of Comfort Life Medical Supply, LLC, we initiated our direct-to-consumer marketing strategy and began selling Inogen One systems directly to patients and building our Medicare rental business in the United States. In April 2009, we became a Durable, Medical Equipment, Prosthetics, Orthotics, and Supplies accredited Medicare supplier by the Accreditation Commission for Health Care for our Goleta, California facility for Home/Durable Medical Equipment Services for oxygen equipment and supplies. In addition, in May 2015, we again received notice of accreditation approval from the Accreditation Commission for Health Care for all five locations we conduct business effective from May 8, 2015 through May 7, 2018. We believe we are the only portable oxygen concentrator manufacturer that employs a direct-to-consumer marketing strategy in the United States, meaning we advertise directly to patients, process their physician paperwork, provide clinical support as needed and bill the patient or their insurance on their behalf.

We derive a majority of our revenue from the sale and rental of our Inogen One systems and related accessories to patients, insurance carriers, home healthcare providers and distributors. We sell multiple configurations of our Inogen One systems with various batteries, accessories, warranties, power cords and language settings. We also rent our products to Medicare beneficiaries and patients with other insurance coverage to support their oxygen needs as prescribed by a physician as part of a care plan. Our goal is to design, build and market oxygen solutions that redefine how oxygen therapy is delivered. To accomplish this goal and to grow our revenue, we intend to continue to:

- *Expand our sales and marketing channels* . During the year ended December 31, 2014, we increased our internal sales representatives from 108 to 129. In 2014, we experienced headcount turnover of our internal sales team of 22.1%. Typically, we expect new sales representatives to take 4-6 months to reach full productivity. Additionally, we are building a physician referral channel that currently consists of twelve sales representatives as of December 31, 2014 up from eleven as of December 31, 2013. Lastly, we are focused on building our international and domestic business-to-business partnerships, including relationships with distributors, key accounts, resellers, and private label partners.
- *Invest in our product offerings to develop innovative products* . We expended \$1.1 million and \$0.8 million for the three months ended September 30, 2015 and September 30, 2014, respectively, and \$3.0 million and \$2.3 million for the nine months ended September 30, 2015 and September 30, 2014, respectively, in research and development expenses, and we intend to continue to make such investments in the foreseeable future. We expect to launch an upgraded Inogen One G3 product by year-end 2015 and we expect this product to have 25% increased oxygen output (1,050 ml/minute versus 840 ml/minute currently), be less expensive to manufacture than our current Inogen One G3 product, and feature improvements in sound level. We also expect to launch our fourth-generation portable oxygen concentrator, the Inogen One G4, in the second quarter of 2016 and we expect this product to be smaller, lighter, and less expensive to manufacture than our Inogen One G3 product.
- *Secure contracts with healthcare payors and insurers* . Based on our patient population, we estimate that at least 30% of oxygen therapy patients are covered by non-Medicare payors, and that these patients often represent a younger, more active patient segment. By becoming an in-network provider with more insurance companies, we can reduce the patients' co-insurance and deductible obligations on their oxygen services, which we believe will allow us to attract additional patients to our Inogen One and Inogen At Home solutions.

We have been developing and refining the manufacturing of our Inogen One systems over the past eleven years. While nearly all of our manufacturing and assembly processes were originally outsourced, assembly of the manifold, compressor, sieve bed and concentrator is now conducted in-house in order to improve quality control and reduce cost. Additionally, we use lean manufacturing practices to maximize manufacturing efficiency. We rely on third-party manufacturers to supply several components of our Inogen One systems and Inogen At Home systems. We typically enter into supply agreements for these components that specify quantity and quality requirements and delivery terms. In certain cases, these agreements can be terminated by either party upon relatively short notice. We have elected to source certain key components from single sources of supply, including our batteries, motors, valves, and some molded plastic components. While alternative sources of supply are readily available for these components, we believe that maintaining a single-source of supply allows us to control production costs and inventory levels and to manage component quality.

Historically, we have generated a majority of our revenue from sales and rentals to customers in the United States. For the three months ended September 30, 2015 and September 30, 2014, approximately 19% and 23%, respectively, of our total revenue was from customers outside the United States. For the nine months ended September 30, 2015 and September 30, 2014, approximately 23% and 21%, respectively, of our total revenue was from customers outside of the United States, primarily in Europe. To date, most of our revenue has been denominated in United States dollars. As of September 30, 2015, we sold our products in 44 countries outside the United States through distributors or directly to large "house" accounts, which include gas companies and home oxygen providers. In those instances, we sell to and bill the distributor or "house" accounts directly, leaving responsibility for the patient billing, support and clinical setup to the local provider.

Our total revenue increased \$11.4 million to \$40.8 million for the three months ended September 30, 2015 from \$29.4 million for the three months ended September 30, 2014 and increased \$35.1 million to \$118.6 million for the nine months ended September 30, 2015 from \$83.4 million for the nine months ended September 30, 2014. Both period increases were primarily due to growth in sales revenue associated with the increases in business-to-business sales and direct-to-consumer sales of our Inogen One systems and new product launches and growth in rental revenue associated with an increase in the number of patients using Medicare or private payors to rent our products. We generated net income of \$2.7 million and \$2.1 million for the three months ended September 30, 2015 and September 30, 2014, respectively. We generated net income of \$7.7 million and \$5.3 million for the nine months ended September 30, 2015 and September 30, 2014, respectively. We generated Adjusted EBITDA of \$8.2 million and \$7.2 million for the three months ended September 30, 2015 and September 30, 2014, respectively. We generated Adjusted EBITDA of \$24.2 million and \$19.0 million for the nine months ended September 30, 2015 and September 30, 2014, respectively. As of September 30, 2015, our accumulated deficit was \$49.0 million.

## ***Sales revenue***

Our future financial performance will be driven in part by the growth in sales of our Inogen One systems, and, to a lesser extent, sales of batteries, other accessories, and sales of our Inogen At Home stationary oxygen concentrators. We plan to grow our system sales in the coming years through multiple strategies including: expanding our direct-to-consumer sales efforts through hiring additional sales representatives, investing in consumer awareness, expanding our sales infrastructure and efforts outside of the United States, expanding our business-to-business sales through key partnerships, and enhancing our product offerings through additional product launches. As our product offerings grow, we solicit feedback from our customers and focus our research and development efforts on continuing to improve patient preference and reduce the total cost of the product, in order to further drive sales of our products.

Our direct-to-consumer sales process involves numerous interactions with the individual patient, the physician and the physician's staff, and includes an in-depth analysis and review of our product, the patient's diagnosis and prescribed oxygen therapy, including procuring an oxygen prescription. The patient may consider whether to finance the product through an Inogen-approved third party or purchase the equipment. Product is not deployed until both the prescription and payment are received. Once product is deployed, the patient has 30 days to return the product, subject to the payment of a minimal processing and handling fee. Approximately 10% of consumers who purchase a system return the system during this 30-day return period.

Our business-to-business efforts are focused on selling to home medical equipment distributors, oxygen providers, resellers, and private label partners who are based inside and outside of the United States. This process involves interactions with various key customer stakeholders, including sales, purchasing, product testing, and clinical personnel. Businesses that have patient demand that can be met with our oxygen concentrator systems place purchase orders to secure product deployment. This may be influenced based on outside factors, including the result of tender offerings, changes in insurance plan coverage, and overall changes in the net oxygen therapy patient population. Products are shipped freight on board (FOB) Inogen dock domestically, and based on financial history and profile, businesses may either prepay or receive extended terms. Products are shipped both FOB Inogen dock and DDP (Delivery Duty Paid) for international shipments depending on the shipper used. DDP shipments are Inogen's property until title has changed which is upon duty being paid. As a result of these factors, product purchases can be subject to changes in demand by customers.

We sold 14,700 systems in the three months ended September 30, 2015 compared to 8,800 systems for the same period in 2014. We sold 42,100 systems for the first nine months in 2015 compared to 24,300 systems for the same period in 2014. Management focuses on system sales as an indicator of current business success.

## ***Rental revenue***

Our direct-to-consumer rental process involves numerous interactions with the individual patient, the physician and the physician's staff. The process includes an in-depth analysis and review of our product, the patient's diagnosis and prescribed oxygen therapy, and their medical history to confirm the appropriateness of our product for the patient's oxygen therapy and compliance with Medicare and private payor billing requirements, which often necessitates additional physician evaluation and/or testing as well as a Certificate of Medical Necessity. Once the product is deployed, the patient receives direction on product use and receives a clinical titration from our licensed staff to confirm the product meets the patient's medical oxygen needs prior to billing. As a result, the time from initial contact with a customer to billing can vary significantly and be up to one month or longer.

We plan to grow our rental revenue in the coming years through multiple strategies, including expanding our direct-to-consumer marketing efforts through hiring additional sales representatives and investing in patient and physician awareness, securing additional insurance contracts and continuing to enhance our product offerings through additional product launches. In addition, patients may come off of our services due to death, a change in their condition, a change in location, a change in provider or other factors. In each case, we maintain asset ownership and can redeploy assets as appropriate following such events. Given the length and uncertainty of our patient acquisition cycle and potential returns we have in the past experienced, and likely will in the future experience, there may be fluctuations in our net new patient setups on a period-to-period basis.

As the rental patient base increases, this rental model generates recurring revenue with minimal additional sales and general and administrative expenses. A portion of rentals include a capped rental period when no additional reimbursement will be allowed unless additional criteria are met. In this scenario, the ratio of billable patients to patients on service is critical to maintaining rental revenue growth as patients on service increases. Medicare has noted that a small percentage of beneficiaries, approximately 25%, based on their review of Medicare claims, reach the 36th-month and enter the capped rental period. Our capped patients as a percentage of total patients on service was approximately 15.0% as of September 30, 2015, which is slightly higher than the capped patients as a percentage of total patients on service of approximately 13.7% as of September 30, 2014. The percentage of capped patients may fluctuate over time as new patients come on service, patients come off of service before and during the capped rental period, and

existing patients enter the capped rental period. We cannot predict the impact to rental revenues in future periods associated with capped patients on service.

As of September 30, 2015, we had 32,400 oxygen rental patients, an increase from 26,800 oxygen rental patients as of September 30, 2014. Management focuses on rental revenue as an indicator of current business success and a leading indicator of likely future rental revenue; however, actual rental revenue recognized is subject to a variety of other factors, including reimbursement levels by payor, patient zip code, the number of capped patients, write-offs for uncollectable balances, and adjustments for patients in transition.

**Reimbursement**

We rely heavily on reimbursement from Medicare, and secondarily from private payors, Medicaid and patients, for our rental revenue. For the three months and nine months ended September 30, 2015, approximately 75.9% and 74.0%, respectively of our rental revenue was derived from Medicare. The U.S. list price for our stationary oxygen rentals (HCPCS E1390) is \$260 per month and for our oxygen generating portable equipment (OGPE) rentals (HCPCS E1392) is \$70 per month. The current standard Medicare allowable effective January 1, 2015 for stationary oxygen rentals (E1390) is \$180.92 per month and for OGPE rentals (E1392) is \$51.63 per month. These are the two primary codes that we bill to Medicare and other payors for our oxygen product rentals.

As of January 1, 2011, Medicare has phased in a program called competitive bidding. Competitive bidding impacts the amount Medicare pays suppliers of durable medical equipment, including portable oxygen concentrators. The program is defined geographically, with suppliers submitting bids to provide medical equipment for a specific product category within that geography. Once bids have been placed, an individual company’s bids across products within the category are aggregated and weighted by each product’s market share in the category. The weighted average price is then indexed against competitors. Medicare determines a “clearing price” out of these weighted average prices at which sufficient suppliers have indicated they will support patients in the category, and this threshold is typically designed to generate theoretical supply that is twice the expected demand. Bids for each modality among the suppliers that made the cut are then arrayed to determine what Medicare will reimburse for each product category and geographic area. The program has strict anti-collusion guidelines to ensure bidding is truly competitive. Competitive bidding contracts last up to three years once implemented, after which they are subject to a new round of bidding. Discounts off the standard Medicare allowable occur in competitive bidding Metropolitan Statistical Areas where contracts have been awarded as well as in cases where private payors pay less than this allowable. Current Medicare payment rates in competitive bidding areas are at 48-64% of the standard Medicare allowable for stationary oxygen rentals (average of \$93.29 per month) and OGPE rentals are at 70-92% of the standard Medicare allowable (average of \$42.33 per month). Competitive bidding rates are based on the zip code where the patient resides. Rental revenue includes payments for product, disposables, and customer service/support.

The following table sets forth the current Medicare standard allowable reimbursement rates and the weighted average reimbursement rates applicable in Metropolitan Statistical Areas covered by rounds one and two of competitive bidding. The round one re-compete was completed in the same Metropolitan Statistical Areas as round one for the next three year period starting January 1, 2014 when the original contracts expired.

|                      | Medicare<br>standard<br>allowable<br>effective<br>1/1/15 | Round two<br>weighted<br>average<br>7/1/13-<br>6/30/16 | Round one<br>re-compete<br>weighted<br>average<br>1/1/14-<br>12/31/16 |
|----------------------|--|--|---|
| E1390                | \$ 180.92  | \$ 93.07   | \$ 95.74  |
| E1392                | 51.63  | 42.72  | 38.08   |
| Total                | \$ 232.55  | \$ 135.79  | \$ 133.82   |
| <i>% of standard</i> |  | 58%  | 58%   |

In addition to reducing the Medicare reimbursement rates in the Metropolitan Statistical Areas, the competitive bidding program has effectively reduced the number of oxygen suppliers that can participate in the Medicare program. We believe that more than 75% of existing oxygen suppliers were eliminated in round one of competitive bidding, which was implemented January 1, 2011 in 9 Metropolitan Statistical Areas. Round two of competitive bidding was implemented July 1, 2013 in 91 Metropolitan Statistical Areas and we believe the impact on the number of oxygen suppliers was similar to round one. We believe that 59% of the market was covered by round one and round two of competitive bidding.

Cumulatively in rounds one, two and round one re-compete, we were offered contracts for a substantial majority of the competitive bidding areas and products for which we submitted bids. However, there is no guarantee that we will garner additional

market share as a result of these contracts. The contracts include products that may require us to subcontract certain services or products to third parties, which must be approved by the Centers for Medicare & Medicaid Services.

Following round one of competitive bidding, we were excluded from the Kansas City-MO-KS, Miami-Fort Lauderdale-Pompano-FL, and Orlando-Kissimmee-FL competitive bidding areas and Honolulu-Hawaii, where we have never maintained a license. After round one re-compete of competitive bidding, we gained access to Kansas City-MO-KS and were excluded from the following competitive bidding areas: Cleveland-Elyria-Mentor-OH, Cincinnati-Middletown-OH, Miami-Fort Lauderdale-Pompano-FL, Orlando-Kissimmee-FL, Pittsburg-PA, and Riverside-San Bernardino-Ontario-CA. After round two of competitive bidding, we were excluded from an additional 10 competitive bidding areas, including Akron-OH, Cape Coral-Fort Myers-FL, Deltona-Daytona Beach-Ormond Beach-FL, Jacksonville-FL, Lakeland-Winter Haven-FL, North Port-Bradenton-Sarasota-FL, Ocala, Palm Bay-Melbourne-Titusville-FL, Tampa-St. Petersburg-Clearwater-FL and Toledo-OH. Collectively, we have incrementally lost access to approximately seven percent of the Medicare market as of July 1, 2013. As a result, on a going forward basis we will continue to have access to approximately 90% of the Medicare market based on our analysis of the 92 competitive bidding areas that we have won out of the 109 competitive bidding areas, representing 59% of the market, with the remaining 41% of the market not subject to competitive bidding. The incremental loss of access to approximately seven percent of the Medicare market is not expected to have a material adverse impact on our rental business. Medicare revenue, including patient co-insurance and deductible obligations, represented 21.5% of our total revenue in the three months ended September 30, 2015 and 21.1% of our total revenue in the nine months ended September 30, 2015. We expect the decline in total revenue resulting from the loss of competitive bidding contracts in the areas that we were excluded from to be partially offset by the grandfathering of existing Medicare patients, direct sales to former Medicare patients with third party insurance coverage, or Medicare patients pay out-of-pocket to purchase our products. Our revenue from Medicare in the 17 competitive bidding areas where we were not offered contracts was approximately \$0.1 million in the three months ended September 30, 2015 and \$0.2 million in the three months ended September 30, 2014 and \$0.4 million in the nine months ended September 30, 2015 and \$0.6 million in the nine months ended September 30, 2014.

Under the Medicare competitive bidding program, providers may “grandfather” existing patients on service up to the implementation date of the competitive bidding program. This means providers may retain all existing patients and continue to receive reimbursement for them so long as the new reimbursement rate is accepted and the applicable beneficiary chooses to continue to receive equipment from the provider. Providers must either keep or release all patients under this “grandfathering” arrangement in each competitive bidding area; specific individual selection of patients for retention or release is not allowed. Providers can continue to sell equipment in competitive bid areas where they were not awarded contracts to patients paying out-of-pocket or with third-party insurance coverage.

We have elected to grandfather and retain all patients in competitive bid areas where contracts were not awarded to us. In addition, we continue to accept patients in competitive bidding areas where we did not receive contracts through private insurance. We also pursue retail sales of our equipment to patients in those areas.

For rental equipment, Medicare reimbursement for oxygen equipment is limited to a maximum of 36 months within a 60 month period and the equipment is always owned by the home oxygen provider. The provider that billed Medicare for the 36th month continues to be responsible for the patient’s oxygen therapy needs for months 37 through 60, and there is generally no additional reimbursement for oxygen generating portable equipment for these later months. The Centers for Medicare & Medicaid Services does not separately reimburse suppliers for oxygen tubing, cannulas and supplies that may be required for the patient. The provider is required to keep the equipment provided in working order and in some cases the Centers for Medicare & Medicaid Services will reimburse for repair costs. After the five year useful life is reached, the patient may request replacement equipment and, if he or she can be re-qualified for the Medicare benefit, a new maximum 36-month payment cycle out of the next 60 months of service would begin. The supplier may not arbitrarily issue new equipment. We have analyzed the potential impact to revenue associated with patients in the capped rental period and have deferred \$0 associated with the capped rental period for the three and nine months ended September 30, 2015 and September 30, 2014, respectively.

Our obligations to service assigned Medicare patients over the contract rental period include supplying working equipment that meets the patient’s oxygen needs pursuant to their doctor’s prescription and certificate of medical necessity form and supplying all disposables required for the patient to operate the equipment, including cannulas, filters, replacement batteries, carts and carry bags, as needed. If the equipment malfunctions, we must repair or replace the equipment. We determine what equipment the patient receives, and we can deploy existing used assets as long as the prescription requirements are met. We must also procure a recertification certificate of medical necessity from the patient’s doctor to confirm the patient’s need for oxygen therapy one year after first receiving oxygen therapy and one year after each new 36-month reimbursement period begins. These contracts are cancellable by the patient at any time and by the provider at any time as long as the patient can transition to another provider.

In addition to the adoption of the competitive bidding program, reimbursable fees for oxygen rental services in non-competitive bidding areas were eligible to receive mandatory annual Consumer Price Index for all Urban Consumers, or CPI-U, updates beginning

in 2010. For 2014, the CPI-U was +1.8%, but the multi-factor productivity adjustment, “adjustment”, was -0.8%, so the net result was a 1.0% increase in fee schedule payments in 2014 for items and services not included in an area subject to competitive bidding. However, the stationary oxygen equipment codes payment amounts, as required by statute, must be adjusted on an annual basis, as necessary, to ensure budget neutrality of the new payment class for oxygen generating portable equipment. Thus, the increase in allowable payment amounts for stationary oxygen equipment codes increased 0.5% from 2013 to 2014. For 2015, the CPI-U was +2.1%, but the adjustment was -0.6%, so the net result was a 1.5% increase in fee schedule payments in 2015 for stationary oxygen equipment for items and services not included in an area subject to competitive bidding.

As of September 30, 2015, we had 77 contracts with Medicaid and private payors. These contracts qualify us as an in-network provider for these payors. As a result, patients can rent or purchase our systems at the same patient obligation as other in-network oxygen providers. Based on our patient population, we believe at least 30% of all oxygen therapy patients are covered by private payors. Private payors typically provide reimbursement at 60% to 100% of Medicare allowables for in-network plans, and private payor plans can have 36-month capped rental periods similar to Medicare although they typically do not. We anticipate that private payor reimbursement levels will generally be reset in accordance with Medicare payment amounts established through competitive bidding.

We cannot predict the full extent to which reimbursement for our products will be affected by competitive bidding or by initiatives to reduce costs for private payors. We believe that we are well positioned to respond to the changing reimbursement environment because our product offerings are innovative, patient-focused and cost-effective. We have historically been able to reduce our costs through scalable manufacturing, better sourcing, continuous innovation, and reliability improvements, as well as innovations that reduce our product service costs by minimizing exchanges, such as user replaceable batteries and oxygen filtration cartridges. As a result of bringing manufacturing and assembly largely in-house and our commitment to driving efficient manufacturing processes, we have reduced our overall system cost by 40% from 2009-2014. We intend to continue to seek ways to reduce our cost of revenue through manufacturing and design improvements.

### **Basis of presentation**

The following describes the line items set forth in our Statements of Operations.

### ***Revenue***

We classify our revenue in two main categories: sales revenue and rental revenue. There will be fluctuations in mix between business-to-business sales, direct-to-consumer sales and rentals from period to period. In addition, we expect both the average selling price and the manufacturing cost of our products to decrease following the introduction of future generations of our Inogen One systems. Inogen One system and Inogen At Home system selling prices and gross margins for our systems may fluctuate as we introduce new products, reduce our product costs, and have changes in purchase volumes. For example, the gross margin for our Inogen One G3 is higher than our Inogen One G2 due to lower manufacturing costs and similar average selling prices. Thus, to the extent our sales of our Inogen One G3 systems are higher than sales of our Inogen One G2 systems, our overall gross margins should improve and, conversely, to the extent our sales of our Inogen One G2 systems are higher than sales of our Inogen One G3 systems, our overall gross margins should decline. Quarter over quarter results may vary due to seasonality in both the international and domestic markets during the summer and holiday seasons, consumer buying patterns, and market growth of oxygen therapy patients.

### ***Sales revenue***

Our sales revenue is derived from the sale of our Inogen One systems, Inogen At Home systems, and related accessories to patients in the United States and to home healthcare providers, distributors and resellers worldwide. Sales revenue is classified into two areas: business-to-business sales and direct-to-consumer sales. For the three months ended September 30, 2015 and September 30, 2014, business-to-business sales as a percentage of sales revenue were 60.4% and 63.6%, respectively. For the nine months ended September 30, 2015 and September 30, 2014, business-to-business sales as a percentage of sale revenue were 61.9% and 58.3%, respectively. Generally, our direct-to-consumer sales have higher gross margins than our business-to-business sales.

We also offer a lifetime warranty for direct-to-consumer sales. For a fixed price, we agree to provide a fully functional oxygen concentrator for the remaining life of the patient. Lifetime warranties are only offered to patients upon the initial sale of oxygen equipment by us, and are non-transferable. Product sales with lifetime warranties are considered to be multiple element arrangements within the scope of ASC 605-25 —*Revenue Recognition-Multiple-Element Arrangements*.

There are two deliverables when a product that includes a lifetime warranty is sold. The first deliverable is the oxygen concentrator equipment which comes with a standard warranty of three years. The second deliverable is the lifetime warranty that

provides for a functional oxygen concentrator for the remaining lifetime of the patient. These two deliverables qualify as separate units of accounting.

The revenue is allocated to the two deliverables on a relative selling price method. We have vendor-specific objective evidence of selling price for the equipment. To determine the selling price of the lifetime warranty, we use our best estimate of the selling price for that deliverable as the lifetime warranty is neither separately priced nor is selling price available through third-party evidence. To calculate the selling price associated with the lifetime warranties, management considered the profit margins of the overall business, the average estimated cost of lifetime warranties and the price of extended warranties. A significant estimate used to calculate the price and expense of lifetime warranties is the life expectancy of patients. Based on clinical studies, we estimate that 60% of patients will succumb to their disease within three years. Given the approximate mortality rate of 20% per year, we estimate on average all patients will succumb to their disease within five years. We have taken into consideration that when patients decide to buy an Inogen portable oxygen concentrator with a lifetime warranty, they typically have already been on oxygen for a period of time, which can have a large impact on their life expectancy from the time our product is deployed.

After applying the relative selling price method, revenue from equipment sales is recognized when all other revenue recognition criteria for product sales are met. Lifetime warranty revenue is recognized using the straight-line method during the fourth and fifth year after the delivery of the equipment which is the estimated usage period of the contract based on the average patient life expectancy.

Freight revenue consists of fees associated with the deployment of products internationally or domestically, when expedited freight options or minimum order quantities are not met. Freight revenue is a percentage markup of freight costs.

#### *Rental revenue*

Our rental revenue is derived from the rental of our Inogen One systems and Inogen At Home systems to patients through reimbursement from Medicare, private payors and Medicaid, which typically also includes a patient responsibility component for patient co-insurance and deductibles. Generally, our rentals have higher gross margins than our business-to-business product sales, but lower gross margins than our direct-to-consumer product sales.

We recognize equipment rental revenue over the non-cancelable lease term, which is one month, less estimated adjustments, per ASC 840 — Leases. We have separate contracts with each patient that are not subject to a master lease agreement with any payor. The lease term begins on the date products are shipped to patients and are recorded at amounts estimated to be received under reimbursement arrangements with third-party payors, including Medicare, private payors, and Medicaid. Due to the nature of the industry and the reimbursement environment in which we operate, certain estimates are required to record net revenue and accounts receivable at their net realizable values. Inherent in these estimates is the risk that they will have to be revised or updated as additional information becomes available. Specifically, the complexity of many third-party billing arrangements and the uncertainty of reimbursement amounts for certain services from certain payors may result in adjustments to amounts originally recorded. Such adjustments are typically identified and recorded at the point of cash application, claim denial or account review. Amounts billed but not earned due to the timing of the billing cycle are deferred and recognized in income on a straight-line basis over the monthly billing period. For example, if the first day of the billing period does not fall on the first of the month, then a portion of the monthly billing period will fall in the subsequent month and the related revenue and cost would be deferred based on the service days in the following month. Included in rental revenue are unbilled amounts for which the revenue recognition criteria had been met as of period-end but were not billed. The estimate of unbilled rental revenue accrual is based on historical trends and estimates of future collectability.

#### *Cost of revenue*

##### *Cost of sales revenue*

Cost of sales revenue consists primarily of costs incurred in the production process, including costs of component materials, assembly labor and overhead, warranty, provisions for slow-moving and obsolete inventory, rework and delivery costs for items sold. Labor expenses consist primarily of personnel-related expenses, including wages, bonuses, benefits, and stock-based compensation for manufacturing, logistics, repair, quality assurance, and facility costs. They also include manufacturing freight in, materials, temporary labor, outside services, consulting, and depreciation expense. We provide a three-year or lifetime warranty on Inogen One systems sold and a three-year warranty on Inogen At Home systems sold. We established a reserve for warranty repairs based on historical warranty repair costs incurred. Provisions for warranty obligations, which are included in cost of sales revenue, are provided for at the time of shipment.

We expect the average unit costs of our Inogen One systems and Inogen At Home systems to decline in future periods as a result of our ongoing efforts to develop lower-cost systems and to improve our manufacturing processes, and increase production volume and yields.

#### *Cost of rental revenue*

Cost of rental revenue consists primarily of depreciation expense and service costs for rental patients, including rework costs, material, labor, freight, consumable disposables and logistics costs.

We expect the average rental service costs to decline in future periods as a result of our ongoing efforts to reduce logistics costs, material, labor and depreciation.

#### ***Operating expense***

##### *Research and development*

Our research and development expense consists primarily of personnel-related expenses, including wages, bonuses, benefits and stock-based compensation for research and development and engineering employees, allocated facility costs, laboratory supplies, product development materials, consulting fees and related costs, and testing costs for new product launches. We have made substantial investments in research and development since our inception. Our research and development efforts have focused primarily on the tasks required to enhance our technologies and to support development and commercialization of new and existing products. We expect to have moderate increases in research and development expense over time.

##### *Sales and marketing*

Our sales and marketing expense primarily supports our direct-to-consumer strategy. Our sales and marketing expense consists primarily of personnel-related expenses, including wages, bonuses, commissions, benefits, and stock-based compensation for sales, marketing, customer service and clinical service employees, and allocated facilities costs. They also include expenses for media and advertising, printing, informational kits, dues and fees, including credit card fees, sales promotional and marketing activities, travel and entertainment expenses as well as customer service and clinical services. Sales and marketing expenses increased throughout 2014 and year-to-date 2015 primarily due to an increase in the sales force and the increasing number of rental patients and we expect a further increase in 2015 as we continue to increase sales and marketing activities.

##### *General and administrative*

Our general and administrative expense consists primarily of personnel-related expenses, including salaries, benefits, and stock-based compensation for employees in our compliance, finance, medical billing, human resources, information technology, business development and general management functions, board of directors expenses including stock-based compensation, consulting fees, facilities costs, and bad debt expense. In addition, general and administrative expense includes professional services, such as legal, patent registration and defense costs, insurance, consulting and accounting services, including audit and tax services, and travel and entertainment expenses. We expect general and administrative expenses to increase in future periods as the number of administrative personnel grows and we continue to introduce new products, broaden our customer base and grow our business. We also expect legal, accounting and compliance costs to increase due to costs associated with being a public company.

### Other income (expense), net

Our other income (expense), net consists primarily of interest expense related to our revolving credit and term loan agreement in 2014 and interest income driven by the interest accruing on cash, cash equivalents and short-term investments. Other income (expense) also includes the change in valuation of warrant liability based on the Monte Carlo valuation model in 2014 as well as net foreign currency translation losses in 2015.

### Results of operations

#### Comparison of three months ended September 30, 2015 and September 30, 2014

##### Revenue

|                | Three months ended |           | Change 2015 vs. 2014 |       | % of Revenue |        |
|----------------|--------------------|-----------|----------------------|-------|--------------|--------|
|                | September 30,      |           | \$                   | %     | 2015         | 2014   |
|                | 2015               | 2014      |                      |       |              |        |
| Sales revenue  | \$ 29,248          | \$ 19,425 | \$ 9,823             | 50.6% | 71.7%        | 66.1%  |
| Rental revenue | 11,530             | 9,968     | 1,562                | 15.7% | 28.3%        | 33.9%  |
| Total revenue  | \$ 40,778          | \$ 29,393 | \$ 11,385            | 38.7% | 100.0%       | 100.0% |

Sales revenue increased \$9.8 million to \$29.2 million for the three months ended September 30, 2015 from \$19.4 million for the three months ended September 30, 2014, or an increase of 50.6% over the comparable year. The increase was primarily attributable to an increase of 5,900 in the number of systems sold to 14,700 for the three months ended September 30, 2015 from 8,800 for the three months ended September 30, 2014, or an increase of 67.0% over the comparable year, as the adoption of portable oxygen concentrators increased. In addition, the increase in the number of systems sold resulted from an increase in direct-to-consumer sales in the United States due to increased sales and marketing efforts and an increase in business-to-business sales worldwide.

Rental revenue increased \$1.6 million to \$11.5 million for the three months ended September 30, 2015 from \$10.0 million for the three months ended September 30, 2014, or an increase of 15.7% over the comparable year. The increase was primarily attributable to the increase in net rental patients to 32,400 as of September 30, 2015 from 26,800 as of September 30, 2014, additional marketing efforts, increased sales personnel and productivity improvements. The increase in rental revenue was partially offset by higher rental revenue adjustments as a percentage of total rental revenue and higher capped patients as a percent of the patients on service in the three months ended September 30, 2015 versus the three months ended September 30, 2014.

A ruling from the Centers for Medicare & Medicaid Services (CMS) has outlined the expansion of Competitive Bidding to certain previously unbid areas by applying regional pricing averages to unbid areas with 110% of regional prices to be paid for defined rural and frontier areas. While we are monitoring the implementation of this ruling, we believe that the net effect of the ruling would be an approximately 2.5-3.5% decrease in 2016 total revenue since this pricing will be applied partially from January 1, 2016 to June 30, 2016 and completely starting on July 1, 2016. Medicare was 21.5% of our total revenue in the three months ended September 30, 2015, and we estimate that 41% of the Medicare markets will be subject to this reimbursement reduction. We also estimate that on average the rates will be reduced by 35-40% in these areas. We estimate that less than 10% of our patients would be eligible to receive the 110% of the regional prices for rural and frontier areas based on the geographic locations of our current patient population. CMS has also re-bid the round two re-compete for contracts from July 1, 2016 through December 31, 2018. CMS has begun the re-bid process for the round one re-compete for contracts from January 1, 2017 through December 31, 2018. For additional discussion of the impact of the recent competitive bidding proposals, please see "Risk Factors" herein.

|  | Three months ended |           | Change 2015 vs. 2014 |       | % of Revenue |        |
|--|--------------------|-----------|----------------------|-------|--------------|--------|
|  | September 30,      |           | \$                   | %     | 2015         | 2014   |
|  | 2015               | 2014      |                      |       |              |        |
| <b>Revenue by region and category</b>    |                    |           |                      |       |              |        |
| Business-to-business domestic sales      | \$ 9,794           | \$ 5,529  | \$ 4,265             | 77.1% | 24.0%        | 18.8%  |
| Business-to-business international sales | 7,871              | 6,821     | 1,050                | 15.4% | 19.3%        | 23.2%  |
| Direct-to-consumer domestic sales        | 11,583             | 7,075     | 4,508                | 63.7% | 28.4%        | 24.1%  |
| Direct-to-consumer domestic rentals      | 11,530             | 9,968     | 1,562                | 15.7% | 28.3%        | 33.9%  |
| Total revenue                            | \$ 40,778          | \$ 29,393 | \$ 11,385            | 38.7% | 100.0%       | 100.0% |

Domestic sales in both business-to-business and direct-to-consumer increased 77.1% and 63.7%, respectively, for the three months ended September 30, 2015 compared to the three months ended September 30, 2014. The increase in domestic business-to-business sales was primarily the result of increased demand from our private label distributor sales (which began in the first quarter of

2015), resellers, as well as increased consumer demand for our products due to our marketing efforts and the marketing efforts of our partners. The increase in direct-to-consumer sales was primarily due to the hiring of the additional internal sales representatives in the fourth quarter of 2014 and the first nine months of 2015, and our refocus on direct-to-consumer sales versus rental set-ups. In addition, there continues to be strong consumer demand for our products.

The business-to-business international sales increased 15.4% for the three months ended September 30, 2015 compared to the three months ended September 30, 2014, primarily due to continued demand primarily in Europe and partially due to the approval of our Inogen One G3 system for reimbursement in France and Germany in the second half of 2014. As of September 30, 2015, we sold our products in 44 countries outside of the United States, and we plan to continue to expand our presence in other countries as the opportunities present themselves. Of our international sales revenue in the three months ended September 30, 2015, 87.9% was in Europe, compared to 85.4% in the comparative period in 2014.

Our rental revenue increase was mainly attributable to the net increase in the number patients on service to 32,400 as of September 30, 2015 versus 26,800 as of September 30, 2014. This represented an increase in the patient base of 20.9% from September 30, 2014, which was partially offset by higher rental revenue adjustments as a percentage of total rental revenue during the three months ended September 30, 2015 compared to the three months ended September 30, 2014. In addition, the number of patients in the capped period increased to 15.0% as of September 30, 2015 from 13.7% as of September 30, 2014, of which \$0 revenue was recognized for these patients.

In future periods, revenue may be impacted by seasonality resulting in higher sales in the summer months and holiday seasons due to patients traveling in those periods. We also may be impacted by lower reimbursement rates, including as a result of competitive bidding, the number of sales representatives, the level of direct-to-consumer marketing spend, the number and size of business-to-business partners and distributors, and other factors such as changes in the market, our execution of the business, and competition.

#### *Cost of revenue and gross profit*

|   | Three months ended |           | Change 2015 vs. 2014 |       | % of Revenue |       |
|---|--------------------|-----------|----------------------|-------|--------------|-------|
|   | September 30,      |           | \$                   | %     | 2015         | 2014  |
|   | 2015               | 2014      |                      |       |              |       |
| Cost of sales revenue                   | \$ 16,046          | \$ 10,146 | \$ 5,900             | 58.2% | 39.3%        | 34.5% |
| Cost of rental revenue                  | 5,357              | 4,598     | 759                  | 16.5% | 13.1%        | 15.6% |
| Total cost of revenue                   | \$ 21,403          | \$ 14,744 | \$ 6,659             | 45.2% | 52.5%        | 50.2% |
| Gross profit - sales revenue            | \$ 13,202          | \$ 9,279  | \$ 3,923             | 42.3% | 32.4%        | 31.6% |
| Gross profit - rental revenue           | 6,173              | 5,370     | 803                  | 15.0% | 15.1%        | 18.3% |
| Total gross profit                      | \$ 19,375          | \$ 14,649 | \$ 4,726             | 32.3% | 47.5%        | 49.8% |
| Gross margin percentage - sales revenue | 45.1%              | 47.8%     |                      |       |              |       |
| Gross margin percentage- rental revenue | 53.5%              | 53.9%     |                      |       |              |       |
| Total gross margin percentage           | 47.5%              | 49.8%     |                      |       |              |       |

We manufacture our products in our Goleta, California and Richardson, Texas facilities. Our manufacturing process includes final assembly, testing, and packaging to customer specifications. The cost of sales revenue increased \$5.9 million to \$16.0 million for the three months ended September 30, 2015 from \$10.1 million for the three months ended September 30, 2014, or an increase of 58.2% over the comparable year. The increase in cost of sales revenue was primarily attributable to an increase in the number of systems sold, partially offset by reduced bill of material costs for our products associated with better sourcing and increased volumes. We expect the cost of sales revenue as a percentage of sales revenue to fluctuate based on customer mix, product mix, and changes in sales prices and cost of goods sold.

The cost of rental revenue increased \$0.8 million to \$5.4 million for the three months ended September 30, 2015 from \$4.6 million for the three months ended September 30, 2014, or an increase of 16.5% over the comparable year. The increase in cost of rental revenue was primarily attributable to an increase of rental patients and related rental asset depreciation, repair costs, disposables, product exchange and logistics costs. Cost of rental revenue included \$3.0 million of rental asset depreciation for the three months ended September 30, 2015 versus \$2.8 million for the three months ended September 30, 2014.

Gross margin is defined as revenue less costs of revenue divided by revenue. Sales revenue gross margin decreased to 45.1% for the three months ended September 30, 2015 from 47.8% for the three months ended September 30, 2014. The decrease in sales revenue gross margin was primarily related to sales mix and lower overall lower average sales prices, with declines in both business-

to-business channels (both internationally and domestically). There was a 9.9% overall decline in revenue per unit sold, due to price concessions worldwide due to increased volumes and additionally in Europe based on currency headwinds.

Rental revenue gross margin decreased to 53.5% for the three months ended September 30, 2015 from 53.9% for the three months ended September 30, 2014, primarily due to 4% decrease in net rental revenue billed per patient on service. This was partially offset by a 3% decrease in rental cost of goods per patient on service, primarily related to lower depreciation costs for rental assets due to lower production costs.

The overall gross margin decreased to 47.5% for the three months ended September 30, 2015 from 49.8% for the three months ended September 30, 2014. This decline was consistent with the overall mix of sales revenue and rental revenue.

#### *Research and development expense*

|                                  | Three months ended |        | Change 2015 vs. 2014 |       | % of Revenue |      |
|----------------------------------|--------------------|--------|----------------------|-------|--------------|------|
|                                  | September 30,      |        | \$                   | %     | 2015         | 2014 |
|                                  | 2015               | 2014   |                      |       |              |      |
| Research and development expense | \$ 1,116           | \$ 798 | \$ 318               | 39.8% | 2.7%         | 2.7% |

Research and development expense increased \$0.3 million to \$1.1 million for the three months ended September 30, 2015 from \$0.8 million for the three months ended September 30, 2014, or an increase of 39.8% over the comparable year. The increase was primarily attributable to a \$0.2 million increase in personnel-related expenses for engineering projects and \$0.1 million for product development expense.

We expect research and development expense to increase in absolute dollars in future periods as we continue to invest in our engineering and technology teams to support our research and development efforts and manufacturing line support, including our efforts related to the updated Inogen One G3 and the new Inogen One G4.

#### *Sales and marketing expense*

|                             | Three months ended |          | Change 2015 vs. 2014 |       | % of Revenue |       |
|-----------------------------|--------------------|----------|----------------------|-------|--------------|-------|
|                             | September 30,      |          | \$                   | %     | 2015         | 2014  |
|                             | 2015               | 2014     |                      |       |              |       |
| Sales and marketing expense | \$ 8,132           | \$ 5,587 | \$ 2,545             | 45.6% | 19.9%        | 19.0% |

Sales and marketing expense increased \$2.5 million to \$8.1 million for the three months ended September 30, 2015 from \$5.6 million for the three months ended September 30, 2014, or an increase of 45.6% over the comparable year. The increase was primarily attributable to \$1.3 million of personnel-related expenses as a result of increased sales and marketing headcount to support the growth of our business (which included \$0.7 million of salary, wage and payroll tax expense, \$0.3 million of commissions and bonus expense, \$0.2 million additional stock compensation expense and \$0.1 million of employee benefits), \$0.7 million of additional media/printing expenses, \$0.2 million of personnel-related and outside services expenses for customer care and clinical services to support our increased rental patient base and \$0.2 million in higher credit card processing fees.

We expect sales and marketing expenses to increase in absolute dollars in future periods as we continue to invest in our business, including expanding our sales and sales support staff, increasing media spend to drive consumer awareness, and increasing patient support costs as our patient base increases.

#### *General and administrative expense*

|                                    | Three months ended |          | Change 2015 vs. 2014 |       | % of Revenue |       |
|------------------------------------|--------------------|----------|----------------------|-------|--------------|-------|
|                                    | September 30,      |          | \$                   | %     | 2015         | 2014  |
|                                    | 2015               | 2014     |                      |       |              |       |
| General and administrative expense | \$ 6,413           | \$ 4,697 | \$ 1,716             | 36.5% | 15.7%        | 16.0% |

General and administrative expense increased \$1.7 million to \$6.4 million for the three months ended September 30, 2015 from \$4.7 million for the three months ended September 30, 2014, or an increase of 36.5% over the comparable year. The increase was primarily attributable to \$1.1 million of personnel-related expenses as a result of increased headcount in billing, finance, information technology, human resources and compliance (which included an additional \$0.7 million of salary, wage and payroll tax expense, \$0.2

million of stock compensation expense and \$0.1 million of bonus expense), \$0.3 million of additional consulting and outside service expense, and \$0.1 million of bad debt expense. Bad debt expense, expressed as a percentage of total revenue, was 1.7% and 2.1% in the three months ended September 30, 2015 and September 30, 2014, respectively.

We expect general and administrative expense to increase in absolute dollars as we continue to invest in corporate infrastructure to support our growth and our operation as a public company, including personnel-related expenses, professional services fees, insurance premiums and compliance costs associated with operating as a public company. In addition, as our patient base increases, we expect our billing and administration costs to increase in absolute dollars and our bad debt expense to increase in absolute dollars as our revenue increases.

#### *Other income (expense), net*

|                          | Three months ended |          | Change 2015 vs. 2014 |        | % of Revenue |       |
|--------------------------|--------------------|----------|----------------------|--------|--------------|-------|
|                          | September 30,      |          | \$                   | %      | 2015         | 2014  |
|                          | 2015               | 2014     |                      |        |              |       |
| Interest expense         | \$ (5)             | \$ (104) | \$ 99                | -95.2% | 0.0%         | -0.4% |
| Interest income          | 28                 | 10       | 18                   | 180.0% | 0.1%         | 0.0%  |
| Other income (expense)   | (59)               | 1        | (60)                 | *      | -0.1%        | 0.0%  |
| Total other expense, net | \$ (36)            | \$ (93)  | \$ 57                | -61.3% | -0.1%        | -0.3% |
| * not measured           |                    |          |                      |        |              |       |

Total other expense, net, decreased to \$0.0 million for the three months ended September 30, 2015 from \$0.1 million for the three months ended September 30, 2014. The decrease was primarily due to the reduction in interest expense associated with outstanding debt balances which were paid off during the third quarter of 2014, partially offset by the increase in loss on foreign currency transactions related to the import of our goods into the European Union and other currency translation losses from the sale of goods in Euros. Value added tax (VAT) is paid upon import, reclaimed, and reimbursed in Euro currency. Fluctuations in the Euro currency to the US dollar exchange rate as well as the decrease in interest expense due to lower average debt balances under our revolving credit and term loan agreement compared to prior year resulted in a decrease in net other expense in the three months ended September 30, 2015 compared to the three months ended September 30, 2014.

#### *Income tax expense*

|                    | Three months ended |          | Change 2015 vs. 2014 |        | % of Revenue |      |
|--------------------|--------------------|----------|----------------------|--------|--------------|------|
|                    | September 30,      |          | \$                   | %      | 2015         | 2014 |
|                    | 2015               | 2014     |                      |        |              |      |
| Income tax expense | \$ 982             | \$ 1,341 | \$ (359)             | -26.8% | 2.4%         | 4.6% |

Income tax expense decreased as a result of a decrease in our effective tax rate. The effective tax rate decreased to 26.7% for the three months ended September 30, 2015, down from 38.6% for the three months ended September 30, 2014. Variations in the tax rate year-over-year were primarily due to changes in the valuation allowance related to California net operating losses.

#### *Comparison of nine months ended September 30, 2015 and September 30, 2014*

##### *Revenue*

|                | Nine months ended |           | Change 2015 vs. 2014 |       | % of Revenue |        |
|----------------|-------------------|-----------|----------------------|-------|--------------|--------|
|                | September 30,     |           | \$                   | %     | 2015         | 2014   |
|                | 2015              | 2014      |                      |       |              |        |
| Sales revenue  | \$ 84,682         | \$ 54,746 | \$ 29,936            | 54.7% | 71.4%        | 65.6%  |
| Rental revenue | 33,877            | 28,673    | 5,204                | 18.1% | 28.6%        | 34.4%  |
| Total revenue  | \$ 118,559        | \$ 83,419 | \$ 35,140            | 42.1% | 100.0%       | 100.0% |

Sales revenue increased \$29.9 million to \$84.7 million for the nine months ended September 30, 2015 from \$54.7 million for the nine months ended September 30, 2014, or an increase of 54.7% over the comparable year. The increase was primarily attributable to an increase in the number of systems sold as the adoption of portable oxygen concentrators improved. In addition, the increase in the number of systems sold resulted from an increase in direct-to-consumer sales in the United States due to increased sales and marketing efforts and an increase in business-to-business sales worldwide.

Rental revenue increased \$5.2 million to \$33.9 million for the nine months ended September 30, 2015 from \$28.7 million for the nine months ended September 30, 2014, or an increase of 18.1% over the comparable year. The increase was primarily attributable to the net increase in rental patients to 32,400 as of September 30, 2015 from 26,800 as of September 30, 2014, additional marketing efforts, increased sales personnel and productivity improvements. The increase in rental revenue was partially offset by higher rental revenue adjustments as a percentage of total rental revenue and higher capped patients as a percent of the patients on service in the nine months ended September 30, 2015 versus the nine months ended September 30, 2014.

A ruling from the Centers for Medicare & Medicaid Services (CMS) has outlined the expansion of Competitive Bidding to certain previously unbid areas by applying regional pricing averages to unbid areas with 110% of regional prices to be paid for defined rural and frontier areas. While we are monitoring the implementation of this ruling, we believe that the net effect of the ruling would be an approximately 2.5-3.5% decrease in 2016 total revenue since this pricing will be applied partially from January 1, 2016 to June 30, 2016 and completely starting on July 1, 2016. Medicare was 21.1% of our total revenue in the nine months ended September 30, 2015, and we estimate that 41% of the Medicare markets will be subject to this reimbursement reduction. We also estimate that on average the rates will be reduced by 35-40% in these areas. We estimate that less than 10% of our patients would be eligible to receive the 110% of the regional prices for rural and frontier areas based on the geographic locations of our patient population. CMS has also re-bid the round two re-compete for contracts from July 1, 2016 through December 31, 2018. CMS has begun the re-bid process for the round one re-compete for contracts from January 1, 2017 through December 31, 2018. For additional discussion of the impact of the recent competitive bidding proposals, please see "Risk Factors" herein.

|  | Nine months ended |           | Change 2015 vs. 2014 |       | % of Revenue |        |
|--|-------------------|-----------|----------------------|-------|--------------|--------|
|  | September 30,     |           | \$                   | %     | 2015         | 2014   |
|  | 2015              | 2014      |                      |       |              |        |
| <b>Revenue by region and category</b>    |                   |           |                      |       |              |        |
| Business-to-business domestic sales      | \$ 25,590         | \$ 14,467 | \$ 11,123            | 76.9% | 21.6%        | 17.3%  |
| Business-to-business international sales | 26,840            | 17,423    | 9,417                | 54.0% | 22.6%        | 20.9%  |
| Direct-to-consumer domestic sales        | 32,252            | 22,856    | 9,396                | 41.1% | 27.2%        | 27.4%  |
| Direct-to-consumer domestic rentals      | 33,877            | 28,673    | 5,204                | 18.1% | 28.6%        | 34.4%  |
| Total revenue                            | \$ 118,559        | \$ 83,419 | \$ 35,140            | 42.1% | 100.0%       | 100.0% |

Domestic sales in both business-to-business and direct-to-consumer increased 76.9% and 41.1%, respectively, for the nine months ended September 30, 2015 compared to the nine months ended September 30, 2014. The increase in domestic business-to-business sales was a result of increased demand from our private label distributor sales (which began in the first quarter of 2015), and resellers, as well as increased consumer demand for our products due to the hiring of the additional internal sales representatives in the fourth quarter of 2014 and in the first half of 2015, our marketing efforts and the marketing efforts of our partners. The increase in direct-to-consumer sales was primarily a result of our additional internal sales representative hires, our refocus on direct-to-consumer sales versus rental set-ups, and strong consumer demand for our products.

The business-to-business international sales increased 54.0% for the nine months ended September 30, 2015 compared to the nine months ended September 30, 2014, primarily due to continued strong demand primarily in Europe and partially due to the approval of our Inogen One G3 system for reimbursement in France and Germany in the second half of 2014. As of September 30, 2015, we sold our products in 44 countries outside of the United States, and we plan to continue to expand our presence in other countries as the opportunities present themselves. Of our international sales revenue in the nine months ended September 30, 2015, 89.3% was in Europe, compared to 86.7% in the comparative period in 2014.

Our rental revenue increase was mainly attributable to the net increase in the number of patients on service to 32,400 as of September 30, 2015 versus 26,800 as of September 30, 2014, which represented an increase in the patient base of 20.9%. This was partially offset by higher rental revenue adjustments as a percentage of total rental revenue during the nine months ended September 30, 2015 compared to the nine months ended September 30, 2014. In addition, the number of patients being serviced in the capped period increased to 15.0% as of September 30, 2015 from 13.7% as of September 30, 2014, of which \$0 revenue was recognized for these patients.

In future periods, revenue may be impacted by seasonality resulting in higher sales in the summer months and holiday seasons due to patients traveling in those periods. We also may be impacted by lower reimbursement rates, including as a result of competitive bidding, the number of sales representatives, the level of direct-to-consumer marketing spend, the number and size of business-to-business partners and distributors, and other factors such as changes in the market, our execution of the business, and competition.

*Cost of revenue and gross profit*

|   | Nine months ended |           | Change 2015 vs. 2014 |       | % of Revenue |       |
|---|-------------------|-----------|----------------------|-------|--------------|-------|
|   | September 30,     |           | \$                   | %     | 2015         | 2014  |
|   | 2015              | 2014      |                      |       |              |       |
| Cost of sales revenue                   | \$ 46,501         | \$ 28,369 | \$ 18,132            | 63.9% | 39.2%        | 34.0% |
| Cost of rental revenue                  | 15,838            | 13,349    | 2,489                | 18.6% | 13.4%        | 16.0% |
| Total cost of revenue                   | \$ 62,339         | \$ 41,718 | \$ 20,621            | 49.4% | 52.6%        | 50.0% |
| Gross profit - sales revenue            | \$ 38,181         | \$ 26,377 | \$ 11,804            | 44.8% | 32.2%        | 31.6% |
| Gross profit - rental revenue           | 18,039            | 15,324    | 2,715                | 17.7% | 15.2%        | 18.4% |
| Total gross profit                      | \$ 56,220         | \$ 41,701 | \$ 14,519            | 34.8% | 47.4%        | 50.0% |
| Gross margin percentage - sales revenue | 45.1%             | 48.2%     |                      |       |              |       |
| Gross margin percentage- rental revenue | 53.2%             | 53.4%     |                      |       |              |       |
| Total gross margin percentage           | 47.4%             | 50.0%     |                      |       |              |       |

We manufacture our products in our Goleta, California and Richardson, Texas facilities. Our manufacturing process includes final assembly, testing, and packaging to customer specifications. The cost of sales revenue increased \$18.1 million to \$46.5 million for the nine months ended September 30, 2015 from \$28.4 million for the nine months ended September 30, 2014, or an increase of 63.9% over the comparable year. The increase in cost of sales revenue was primarily attributable to an increase in the number of systems sold, partially offset by reduced bill of material costs for our products associated with better sourcing and increased volumes. We expect the cost of sales revenue as a percentage of sales revenue to fluctuate based on customer mix, product mix, and changes in sales prices and cost of goods sold.

The cost of rental revenue increased \$2.5 million to \$15.8 million for the nine months ended September 30, 2015 from \$13.3 million for the nine months ended September 30, 2014, or an increase of 18.6% over the comparable year. The increase in cost of rental revenue was primarily attributable to an increase of rental patients and related rental asset depreciation, repair costs, disposables, product exchange and logistics costs. Cost of rental revenue included \$8.9 million of rental asset depreciation for the nine months ended September 30, 2015 versus \$7.5 million for the nine months ended September 30, 2014.

Gross margin is defined as revenue less costs of revenue divided by revenue. Sales revenue gross margin decreased to 45.1% for the nine months ended September 30, 2015 from 48.2% for the nine months ended September 30, 2014. The decrease in sales revenue gross margin was primarily due to the continued shift towards business-to-business sales revenue in our revenue mix as well as a decline in average selling prices in the business-to-business channel due to increased volumes purchased by distributors, key accounts, resellers, private label partners and currency headwinds.

Rental revenue gross margin decreased slightly to 53.2% for the nine months ended September 30, 2015 from 53.4% for the nine months ended September 30, 2014, primarily due to a 15% increase in rental revenue adjustments, driving an overall 2% lower net rental revenue per patient on service, as well as higher repair and maintenance costs on our rental assets.

The overall gross margin decreased to 47.4% for the nine months ended September 30, 2015 from 50.0% for the nine months ended September 30, 2014. This decline was consistent with the overall mix of sales and rentals.

*Research and development expense*

|                                  | Nine months ended |          | Change 2015 vs. 2014 |       | % of Revenue |      |
|----------------------------------|-------------------|----------|----------------------|-------|--------------|------|
|                                  | September 30,     |          | \$                   | %     | 2015         | 2014 |
|                                  | 2015              | 2014     |                      |       |              |      |
| Research and development expense | \$ 2,954          | \$ 2,312 | \$ 642               | 27.8% | 2.5%         | 2.8% |

Research and development expense increased \$0.6 million to \$3.0 million for the nine months ended September 30, 2015 from \$2.3 million for the nine months ended September 30, 2014, or an increase of 27.8% over the comparable year. The increase was primarily attributable to a \$0.6 million increase in personnel-related costs.

We expect research and development expense to increase in absolute dollars in future periods as we continue to invest in our engineering and technology teams to support our research and development efforts and manufacturing line support, including our efforts related to the updated Inogen One G3 and the new Inogen One G4.

*Sales and marketing expense*

|                             | Nine months ended |           | Change 2015 vs. 2014 |       | % of Revenue |       |
|-----------------------------|-------------------|-----------|----------------------|-------|--------------|-------|
|                             | September 30,     |           | \$                   | %     | 2015         | 2014  |
|                             | 2015              | 2014      |                      |       |              |       |
| Sales and marketing expense | \$ 22,623         | \$ 17,656 | \$ 4,967             | 28.1% | 19.1%        | 21.2% |

Sales and marketing expense increased \$5.0 million to \$22.6 million for the nine months ended September 30, 2015 from \$17.7 million for the nine months ended September 30, 2014, or an increase of 28.1% over the comparable year. The increase was primarily attributable to \$2.9 million of personnel-related expenses as a result of increased sales and marketing headcount to support the growth of our business (which included \$1.5 million additional salary, wage and payroll tax expense, \$0.5 million of commissions and bonus expense, \$0.3 million additional stock compensation expense, \$0.2 million in employee benefits, \$0.1 million professional fees, and \$0.1 million in recruitment and relocation), \$0.7 million of personnel-related and outside services expenses for customer care and clinical services to support our increased rental patient base, \$0.7 million in additional media/printing expense, \$0.5 million of higher credit card processing fees, and \$0.1 million of additional marketing incentives/giveaways.

We expect sales and marketing expenses to increase in absolute dollars in future periods as we continue to invest in our business, including expanding our sales and sales support staff, increasing media spend to drive consumer awareness, and increasing patient support costs as our patient base increases.

*General and administrative expense*

|                                    | Nine months ended |           | Change 2015 vs. 2014 |       | % of Revenue |       |
|------------------------------------|-------------------|-----------|----------------------|-------|--------------|-------|
|                                    | September 30,     |           | \$                   | %     | 2015         | 2014  |
|                                    | 2015              | 2014      |                      |       |              |       |
| General and administrative expense | \$ 19,066         | \$ 12,654 | \$ 6,412             | 50.7% | 16.1%        | 15.2% |

General and administrative expense increased \$6.4 million to \$19.1 million for the nine months ended September 30, 2015 from \$12.7 million for the nine months ended September 30, 2014, or an increase of 50.7% over the comparable year. The increase was primarily attributable to \$2.3 million of personnel-related expenses as a result of increased headcount in billing, finance, information technology, human resources and compliance (which included \$1.3 million additional salary, wage and payroll tax expense, \$0.5 million additional stock compensation expense, \$0.2 million of bonus expense and \$0.2 million in employee benefits), \$1.0 million of legal costs and \$1.0 million of audit/tax costs (of which \$1.8 million of these costs related to the audit committee investigation and related class action lawsuits), \$0.6 million of bad debt expense, \$0.6 million of outside services, \$0.3 million of licenses and fees, \$0.2 million of patent defense costs, \$0.1 million of facilities expense and \$0.1 million of supplies and office expenses. Bad debt expense, expressed as a percentage of total revenue, was 1.5% and 1.4% in the nine months ended September 30, 2015 and September 30, 2014, respectively.

We expect general and administrative expense to increase in absolute dollars as we continue to invest in corporate infrastructure to support our growth and our operation as a public company, including personnel-related expenses, professional services fees, insurance premiums and compliance costs associated with operating as a public company. In addition, as our patient base increases, we expect our billing and administration costs to increase in absolute dollars and our bad debt expense to increase in absolute dollars as our revenue increases.

*Other income (expense), net*

|  | Nine months ended |          | Change 2015 vs. 2014 |         | % of Revenue |       |
|--|-------------------|----------|----------------------|---------|--------------|-------|
|  | September 30,     |          | \$                   | %       | 2015         | 2014  |
|  | 2015              | 2014     |                      |         |              |       |
| Interest expense                                 | \$ (18)           | \$ (440) | \$ 422               | -95.9%  | 0.0%         | -0.5% |
| Interest income                                  | 66                | 28       | 38                   | 135.7%  | 0.1%         | 0.0%  |
| Revaluation of preferred stock warrant liability | —                 | 36       | (36)                 | -100.0% | 0.0%         | 0.0%  |
| Other income (expense)                           | (215)             | 12       | (227)                | *       | -0.2%        | 0.0%  |
| Total other expense, net                         | \$ (167)          | \$ (364) | \$ 197               | -54.1%  | -0.1%        | -0.4% |

\* not measured

Total other expense, net, decreased to \$0.2 million for the nine months ended September 30, 2015 from \$0.4 million for the nine months ended September 30, 2014. The decrease was primarily due to the reduction in interest expense associated with outstanding debt balances, which were paid off during the third quarter of 2014, and the increase in loss on foreign currency transactions related to the import of our goods into the European Union and other currency translation losses from the sale of goods in Euros. VAT is paid upon import, reclaimed, and reimbursed in Euro currency. Fluctuations in the Euro currency to the US dollar exchange rate, as well as the decrease in interest expense due to lower average debt balances under our revolving credit and term loan agreement resulted in a decrease in net other expense in the nine months ended September 30, 2015 compared to the nine months ended September 30, 2014.

#### *Income tax expense*

|                    | Nine months ended<br>September 30, |          | Change 2015 vs. 2014 |      | % of Revenue |      |
|--------------------|------------------------------------|----------|----------------------|------|--------------|------|
|                    | 2015                               | 2014     | \$                   | %    | 2015         | 2014 |
| Income tax expense | \$ 3,683                           | \$ 3,408 | \$ 275               | 8.1% | 3.1%         | 4.1% |

Income tax expense increased as a result of our improved income before taxes, partially offset by a decrease in our effective tax rate. The effective tax rate decreased to 32.3% for the nine months ended September 30, 2015 from 39.1% for the nine months ended September 30, 2014. Variations in the tax rate year-over-year were primarily due to changes in the valuation allowance related to California net operating losses.

#### **Contractual Obligations**

On January 20, 2015, we entered into a Second Amendment to our lease for our principal executive offices consisting of approximately 39,000 rentable square feet located at 326 Bollay Drive, Goleta, California 93117. The original term of the lease expired on October 31, 2015, and, pursuant to the Second Amendment, the original term of the lease is extended by an additional five (5) years commencing November 1, 2015 and ending October 31, 2020. The minimum monthly rent under the lease commencing on November 1, 2015 will be approximately \$0.05 million per month, and will increase annually by three percent (3%) each year thereafter during the extended term. The Second Amendment also grants to us one option to renew the lease for an additional five (5) years commencing November 1, 2020 at the then prevailing fair market rental rate.

The Company obtains individual components for its products from a wide variety of individual suppliers. Consistent with industry practice, the Company acquires components through a combination of purchase orders, supplier contracts, and open orders based on projected demand information. Where appropriate, the purchases are applied to inventory component prepayments that are outstanding with the respective supplier. As of September 30, 2015, the Company had purchase obligations of \$5.1 million.

Other than as described above, there have been no other material changes, outside of the ordinary course of business, in our outstanding contractual obligations from those disclosed within “Management’s Discussion and Analysis of Financial Condition and Results of Operations”, as contained in our Annual Report on Form 10-K filed with the SEC on April 27, 2015.

#### **Off-Balance Sheet Arrangements**

We have no off-balance sheet arrangements.

#### **Liquidity and Capital Resources**

As of September 30, 2015, we had cash and cash equivalents of \$55.1 million, which consisted of highly-liquid investments with an original maturity of ninety days or less. In addition, we held \$19.0 million in certificates of deposits which have maturities greater than 90 days and less than twelve months classified as short-term investments. Since inception, we have financed our operations primarily through cash from operations, the sale of equity securities and, to a lesser extent, from borrowings. As of September 30, 2015, we had \$0.4 million debt outstanding in patent licensing debt. Since inception, we have received net proceeds of \$91.7 million from the issuance of redeemable convertible preferred stock and convertible preferred stock, and \$52.5 million (\$49.7 million net proceeds) in connection with the sale of common stock in our initial public offering.

In November 2014, we secured a primary banking relationship that provides access to a \$15.0 million working capital revolving line of credit and treasury and cash management services through commercial banking with JP Morgan Chase. This agreement is a three-year working capital revolving line of credit which replaces the previous loan facility we maintained with Comerica Bank. The interest rate on outstanding debt balances will be London Interbank Offer Rate (LIBOR) plus 1.25%.

Pursuant to the revolving credit agreement, we are subject to certain financial covenants relating to our net worth and EBITDA. Tangible net worth under the revolving credit agreement is calculated by subtracting the sum of intangible assets and total liabilities from total assets. EBITDA is defined in the revolving credit agreement as our net income plus interest expense, plus depreciation expense, plus amortization expense, plus income tax expense, plus non-cash expense, plus extraordinary losses, minus non-cash income, and minus extraordinary gains, as computed during certain test periods provided in the revolving credit agreement. We are required to maintain at all times a tangible net worth of \$90.0 million and EBITDA (i) of \$10.0 million for any period of four consecutive quarters commencing with the four-quarter test period ending September 30, 2014 through the four-quarter test period ending March 31, 2016 and (ii) of \$12.5 million for any four-quarter test period commencing with the four-quarter test period ending June 30, 2016 and continuing thereafter.

The agreement contains events of default customary for transactions of this type, including nonpayment, misrepresentation, breach of covenants, and bankruptcy. In the event we fail to satisfy our covenants, or otherwise go into default, JPMorgan Chase Bank, N.A. has a number of remedies, including sale of our assets and acceleration of all outstanding indebtedness. Certain of these remedies would likely have a material adverse effect on our business. As of September 30, 2015, in order to be in compliance with the EBITDA and tangible net worth requirements, we were required to maintain \$10.0 million in EBITDA for the preceding test period, and we had \$29.3 million in EBITDA for that period. In addition, we were required to maintain a tangible net worth of \$90.0 million and we had a tangible net worth of \$129.7 million. As of September 30, 2015, we had \$15.0 million in available debt capacity under the revolving facility.

Our principal uses of cash are funding our capital expenditures including additional rental assets of \$8.0 million and the purchase of certificates of deposit, net of maturities, of \$19.0 million. We believe that our current cash and cash equivalents, together with available borrowings under our revolving credit and term loan agreement and the cash to be generated from expected product sales and rentals, will be sufficient to meet our projected operating and investing requirements for at least the next 12 months. However, our liquidity assumptions may prove to be incorrect, and we could utilize our available financial resources sooner than we currently expect. Our future capital requirements and the adequacy of available funds will depend on many factors, including those set forth in the section of this Quarterly Report on Form 10-Q entitled "Risk Factors."

If we require additional funds in the future, we may not be able to obtain such funds on acceptable terms, or at all. In the future, we may also attempt to raise additional capital through the sale of equity securities or through equity-linked or debt financing arrangements. If we raise additional funds by issuing equity or equity-linked securities, the ownership of our existing stockholders will be diluted. If we raise additional financing by the incurrence of indebtedness, we will be subject to increased fixed payment obligations and could also be subject to restrictive covenants, such as limitations on our ability to incur additional debt, and other operating restrictions that could adversely impact our ability to conduct our business. Any future indebtedness we incur may result in terms that could be unfavorable to equity investors. There can be no assurances that we will be able to raise additional capital, which would adversely affect our ability to achieve our business objectives. In addition, if our operating performance during the next twelve months is below our expectations, our liquidity and ability to operate our business could be adversely affected.

The following tables show a summary of our cash flows and working capital for the periods indicated:

| Summary of cash flow                  | Nine months ended |           | Change 2015 vs. 2014 |        |
|---------------------------------------|-------------------|-----------|----------------------|--------|
|                                       | September 30,     |           | \$                   | %      |
|                                       | 2015              | 2014      |                      |        |
| Cash provided by operating activities | \$ 25,604         | \$ 11,368 | \$ 14,236            | 125.2% |
| Cash used in investing activities     | (28,829)          | (11,376)  | (17,453)             | 153.4% |
| Cash provided by financing activities | 1,479             | 42,647    | (41,168)             | -96.5% |

|                                       | September 30,<br>2015 | December 31,<br>2014 |
|---------------------------------------|-----------------------|----------------------|
| <b>Working capital</b>                |                       |                      |
| Cash and cash equivalents             | \$ 55,090             | \$ 56,836            |
| Short-term investments                | 19,028                | —                    |
| Accounts receivable                   | 20,890                | 19,349               |
| Inventories                           | 9,357                 | 7,616                |
| Deferred cost of revenue              | 474                   | 515                  |
| Income tax receivable                 | 2,161                 | 2,129                |
| Deferred tax asset                    | 5,540                 | 4,976                |
| Prepaid expenses                      | 1,896                 | 1,122                |
| Total current assets                  | <u>114,436</u>        | <u>92,543</u>        |
| Accounts payable and accrued expenses | 14,303                | 11,273               |
| Accrued payroll                       | 4,639                 | 4,066                |
| Current portion of long-term debt     | 311                   | 299                  |
| Warranty reserve                      | 1,172                 | 781                  |
| Deferred revenue                      | 2,412                 | 2,316                |
| Total current liabilities             | <u>22,837</u>         | <u>18,735</u>        |
| Net working capital                   | \$ 91,599             | \$ 73,808            |

### ***Operating activities***

We derive operating cash flows from cash collected from the sales and rental of our products and services. These cash flows received are partially offset by our use of cash for operating expenses to support the growth of our business. Net income in each period has increased associated with increased sales, improving product mix and lower costs of revenues. In addition, operating expense leverage has increased as expenses have not grown as quickly as revenues due to improved operating efficiencies. The changes in cash related to operating assets and liabilities discussed below were primarily due to the following factors that occurred across all periods: an increase in cash used related to inventory to support our growth in revenue; an increase in cash used by accounts receivable resulting from growth in rental receivables which typically have a longer collection cycle; and an increase in cash related to accounts payable resulting from the higher level of operating expenses needed to support the higher sales level.

Net cash provided by operating activities for the nine months ended September 30, 2015 consisted of our net income of \$7.7 million and non-cash expense items such as depreciation and amortization of our equipment and leasehold improvements of \$10.5 million, provision for rental revenue adjustments of \$6.4 million, \$3.7 million of deferred tax assets, provision for sales returns of \$3.5 million, stock-based compensation expense of \$2.3 million, provision for doubtful accounts of \$1.8 million, loss on disposal of rental units of \$0.9 million and provision for inventory obsolescence of \$0.1 million. The net changes in operating assets and liabilities resulted in a net decrease in cash of \$11.3 million, of which \$17.2 million was due to a net increase in accounts receivable, inventory and other current assets during this period, partially offset by a net increase of \$3.0 million of accounts payable, a net increase of \$1.6 million of deferred revenue and a net increase of \$1.2 million of other liabilities.

### ***Investing activities***

Net cash used in investing activities for each of the periods presented was primarily related to the production and purchase of rental assets, manufacturing tooling, and computer equipment and software to support our expanding business. Beginning in the second quarter of 2015, net cash used in investing activities also included the net purchase of available-for-sale investments.

For the nine months ended September 30, 2015, we invested \$33.6 million primarily in certificates of deposits with maturities greater than 90 days and less than twelve months that were classified as short-term investments, partially offset by \$14.5 million in maturities of available-for-sale investments. In addition, we invested \$8.0 million in rental assets and \$1.8 million in other property and equipment.

We expect to continue investing in property and equipment as we expand our operations. Due to the deployment of product for rental to our patients and the necessary manufacturing equipment and tooling for the launch of our next oxygen concentrator in development, our operations are inherently capital intensive due to our portions of revenue derived from our rental business model. Investments will continue to be required in order to grow rental revenue.

## *Financing activities*

Historically, we have funded our operations through our sales and rental revenue, the issuance of preferred and common stock, and the incurrence of indebtedness.

For the nine months ended September 30, 2015, net cash provided by financing activities consisted primarily of \$1.7 million from the proceeds of stock options that were exercised and the employee stock purchase. This was partially offset by \$0.2 million of payments on our contractual obligation.

## **Non-GAAP financial measures**

EBITDA and Adjusted EBITDA are financial measures that are not calculated in accordance with GAAP. We define EBITDA as net income excluding interest income, interest expense, taxes and depreciation and amortization. Adjusted EBITDA also excludes stock-based compensation and the change in the fair value of our preferred stock warrant liability. Below, we have provided a reconciliation of EBITDA and Adjusted EBITDA to our net income, the most directly comparable financial measure calculated and presented in accordance with GAAP. EBITDA and Adjusted EBITDA should not be considered alternatives to net income or any other measure of financial performance calculated and presented in accordance with GAAP. Our EBITDA and Adjusted EBITDA may not be comparable to similarly titled measures of other organizations because other organizations may not calculate EBITDA and Adjusted EBITDA in the same manner as we calculate these measures.

We include EBITDA and Adjusted EBITDA in this Quarterly Report on Form 10-Q because they are important measures upon which our management assesses our operating performance. We use EBITDA and Adjusted EBITDA as key performance measures because we believe they facilitate operating performance comparisons from period to period by excluding potential differences primarily caused by variations in capital structures, tax positions, the impact of depreciation and amortization expense on our fixed assets, changes related to the fair value re-measurements of our preferred stock warrant, and the impact of stock-based compensation expense. Because EBITDA and Adjusted EBITDA facilitate internal comparisons of our historical operating performance on a more consistent basis, we also use EBITDA and Adjusted EBITDA for business planning purposes, to incentivize and compensate our management personnel, and in evaluating acquisition opportunities. In addition, we believe EBITDA and Adjusted EBITDA and similar measures are widely used by investors, securities analysts, ratings agencies, and other parties in evaluating companies in our industry as a measure of financial performance and debt-service capabilities.

Our use of EBITDA and Adjusted EBITDA have limitations as analytical tools, and you should not consider them in isolation or as a substitute for analysis of our results as reported under GAAP. Some of these limitations are:

- EBITDA and Adjusted EBITDA do not reflect our cash expenditures for capital equipment or other contractual commitments;
- Although depreciation and amortization are non-cash charges, the assets being depreciated and amortized may have to be replaced in the future, and EBITDA and Adjusted EBITDA do not reflect capital expenditure requirements for such replacements;
- EBITDA and Adjusted EBITDA do not reflect changes in, or cash requirements for, our working capital needs;
- EBITDA and Adjusted EBITDA do not reflect the interest expense or the cash requirements necessary to service interest or principal payments on our indebtedness; and
- Other companies, including companies in our industry, may calculate EBITDA and Adjusted EBITDA measures differently, which reduces their usefulness as a comparative measure.

In evaluating EBITDA and Adjusted EBITDA you should be aware that in the future we will incur expenses similar to the adjustments in this presentation. Our presentation of EBITDA and Adjusted EBITDA should not be construed as an inference that our future results will be unaffected by these expenses or any unusual or non-recurring items. When evaluating our performance, you should consider EBITDA and Adjusted EBITDA alongside other financial performance measures, including other GAAP results.

The following table presents a reconciliation of EBITDA and Adjusted EBITDA to our net income, the most comparable GAAP measure, for each of the periods indicated:

| EBITDA  | Three months ended September 30, |          | Nine months ended September 30, |           |
|---|----------------------------------|----------|---------------------------------|-----------|
|   | 2015                             | 2014     | 2015                            | 2014      |
| Net income (GAAP)   | \$ 2,696                         | \$ 2,133 | \$ 7,727                        | \$ 5,307  |
| Non-GAAP adjustments:                                     |                                  |          |                                 |           |
| Interest expense  | 5                                | 104      | 18                              | 440       |
| Interest income   | (28)                             | (10)     | (66)                            | (28)      |
| Provision for income taxes                                | 982                              | 1,341    | 3,683                           | 3,408     |
| Depreciation and amortization                             | 3,560                            | 3,193    | 10,468                          | 8,779     |
| EBITDA (Non-GAAP)   | 7,215                            | 6,761    | 21,830                          | 17,906    |
| Change in fair value of preferred stock warrant liability | —                                | —        | —                               | (36)      |
| Stock-based compensation                                  | 1,016                            | 457      | 2,343                           | 1,123     |
| Adjusted EBITDA (Non-GAAP)                                | \$ 8,231                         | \$ 7,218 | \$ 24,173                       | \$ 18,993 |

  

| Pro-forma non-GAAP results of EPS calculation (1) (2)    | Three months ended September 30, |          | Nine months ended September 30, |          |
|--|----------------------------------|----------|---------------------------------|----------|
|  | 2015                             | 2014     | 2015                            | 2014     |
| Net income attributable to common stockholders           | \$ 2,696                         | \$ 2,133 | \$ 7,727                        | \$ 4,320 |
| Add back deemed dividend on redeemable preferred stock   | —                                | —        | —                               | 987      |
| Pro-forma net income attributable to common stockholders | \$ 2,696                         | \$ 2,133 | \$ 7,727                        | \$ 5,307 |
| Pro-forma net income per share - basic common stock      | \$ 0.14                          | \$ 0.12  | \$ 0.40                         | \$ 0.30  |
| Pro-forma net income per share - diluted common stock    | \$ 0.13                          | \$ 0.11  | \$ 0.37                         | \$ 0.27  |

  

| Denominator:  |            |            |            |            |
|---|------------|------------|------------|------------|
| Pro-forma weighted-average common shares - basic common stock   | 19,428,653 | 18,286,208 | 19,303,057 | 17,637,741 |
| Pro-forma weighted-average common shares - diluted common stock | 20,783,550 | 20,213,102 | 20,690,499 | 19,590,565 |

- (1) The pro-forma non-GAAP earnings per share (EPS) calculations give effect to: (1) the automatic conversion of the outstanding convertible preferred stock into a weighted-average of 14,219,001 for the nine months ended September 30, 2014. The convertible preferred stock was converted prior to the three months ended September 30, 2014 and the three and nine months ended September 30, 2015; therefore, shares are not on a pro-forma basis for these periods.
- (2) See note 2 to our unaudited financial statements included elsewhere in this Quarterly Report on Form 10-Q for an explanation of the calculations of our basic and diluted net income per share attributable to common stockholders and pro-forma net income per share attributable to common stockholders.

### Item 3. Quantitative and Qualitative Disclosures About Market Risk

We are exposed to various market risks, including fluctuation in interest rates, foreign currency, and exchange rates. Market risk is the potential loss arising from adverse changes in market rates and prices. We do not hold or issue financial instruments for trading purposes.

#### Interest rate fluctuation risk

The principal market risk we face is interest rate risk. We had cash and cash equivalents of \$55.1 million as of September 30, 2015, which consisted of highly-liquid investments with an original maturity of three months or less, and \$19.0 million of short-term investments with original maturity dates of greater than three months and less than twelve months. The primary goals of our investment policy are liquidity and capital preservation. We do not enter into investments for trading or speculative purposes. We believe that we do not have any material exposure to changes in the fair value of these assets as a result of changes in interest rates due to the short-term nature of our cash and cash equivalents. Declines in interest rates, however, would reduce future investment income. If overall interest rates had decreased by 10% during the periods presented, our interest income would not have been materially affected.

As of September 30, 2015, we did not have any outstanding term loan agreements. We paid off all outstanding bank debt and accrued interest under the amended and restated revolving credit and term loan agreement with Comerica Bank on August 22, 2014 in the amount of \$11.6 million.

In November 2014, we secured a primary banking relationship that provides access to a \$15.0 million working capital revolving line of credit and treasury and cash management services through commercial banking with JP Morgan Chase. This agreement is a three year working capital revolving line of credit which replaces the previous loan facility we maintained with Comerica Bank. The interest rate on outstanding debt balances will be LIBOR plus 1.25%.

Pursuant to the revolving credit agreement, we are subject to certain financial covenants relating to our net worth and EBITDA. Tangible net worth under the revolving credit agreement is calculated by subtracting the sum of intangible assets and total liabilities from total assets. EBITDA is defined in the revolving credit agreement as our net income plus interest expense, plus depreciation expense, plus amortization expense, plus income tax expense, plus non-cash expense, plus extraordinary losses, minus non-cash income, and minus extraordinary gains, as computed during certain test periods provided in the revolving credit agreement. We are required to maintain at all times a tangible net worth of \$90.0 million and EBITDA (i) of \$10.0 million for any period of four consecutive quarters commencing with the four-quarter test period ended September 30, 2014 through the four-quarter test period ending March 31, 2016 and (ii) of \$12.5 million for any four-quarter test period commencing with the four-quarter test period ending June 30, 2016 and continuing thereafter.

The agreement contains events of default customary for transactions of this type, including nonpayment, misrepresentation, breach of covenants, and bankruptcy. In the event we fail to satisfy our covenants, or otherwise go into default, JPMorgan Chase Bank, N.A. has a number of remedies, including sale of our assets and acceleration of all outstanding indebtedness. Certain of these remedies would likely have a material adverse effect on our business. As of September 30, 2015, in order to be in compliance with the EBITDA and tangible net worth requirements, we were required to maintain \$10.0 million in EBITDA for the preceding test period, and we had \$29.3 million in EBITDA for that period. As of September 30, 2015, we were also required to maintain a tangible net worth of \$90.0 million, and we had a tangible net worth of \$129.7 million.

#### **Foreign currency exchange risk**

Prior to the fourth quarter of 2014, our international customer and distributor agreements had been denominated almost exclusively in US dollars. In the fourth quarter of 2014, we began receiving VAT refunds in Euro currency, and had an exchange translation loss of \$0.1 million during that period. The effect of a 10% adverse change in exchange rates on foreign denominated cash, receivables and payables as of September 30, 2015 would not have been material. As our operations in countries outside of the United States grow, our results of operations and cash flows will be subject to fluctuations due to changes in foreign currency exchange rates, which could harm our business in the future. To date, we have not entered into any material foreign currency hedging contracts although we may do so in the future.

#### **Inflation risk**

We do not believe that inflation has had a material effect on our business, financial condition or results of operations. If our costs were to become subject to significant inflationary pressures, we might not be able to fully offset such higher costs through price increases. Our inability or failure to do so could harm our business, financial condition and results of operations.

### **Item 4. Controls and Procedures**

#### **Limitations on effectiveness of controls**

In designing and evaluating the disclosure controls and procedures, management recognizes that any controls and procedures, no matter how well designed and operated, can provide only reasonable assurance of achieving the desired control objectives. In addition, the design of disclosure controls and procedures must reflect the fact that there are resource constraints and that management is required to apply its judgment in evaluating the benefits of possible controls and procedures relative to their costs.

## **Evaluation of disclosure controls and procedures**

The Company maintains a system of disclosure controls and procedures (defined in Rules 13a-15(e) and 15d-15(e)) under the Exchange Act, as amended, which are designed to provide reasonable assurance that information required to be disclosed in the reports that the Company files or submits under the Exchange Act, is recorded, processed, summarized and reported within the time periods specified in the SEC's rules and forms. These disclosure controls and procedures include, among other processes, controls and procedures designed to ensure that information required to be disclosed in the reports that the Company files or submits under the Exchange Act is accumulated and communicated to management, including the principal executive officer and principal financial officer, as appropriate, to allow timely decisions regarding required disclosure. Due to inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Further, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that degree of compliance with the policies and procedures may deteriorate. Accordingly, even effective disclosure controls and procedures can only provide reasonable assurance of achieving their control objectives.

As we disclosed in our Annual Report on Form 10-K for the year ended December 31, 2014 and in our Quarterly Reports on Form 10-Q for the periods ended March 31, 2015 and June 30, 2015, we identified a material weakness in our internal control over financial reporting with respect to internal control over the review of sales order documentation supporting our direct-to-consumer sales and rentals prior to revenue recognition. The primary factors contributing to this material weakness were the improper use of technology to simulate medical documentation and absence of sufficient monitoring controls over illegitimate delivery of medical documentation related to direct-to-customer sales and rentals.

As described in our Annual Report on Form 10-K for the year ended December 31, 2014 and in our Quarterly Reports on Form 10-Q for the periods ended March 31, 2015 and June 30, 2015, we have taken steps to remediate this material weakness in internal control over financial reporting; however, we are not yet able to determine whether the steps we are taking will fully remediate this material weakness.

The Company carried out an evaluation, under the supervision and with the participation of management, including the principal executive officer and the principal financial officer, of the effectiveness of the design and operation of our disclosure controls and procedures as of September 30, 2015. Because of the material weakness in our internal control over financial reporting as previously disclosed, our Chief Executive Officer and Chief Financial Officer concluded that, as of September 30, 2015, our disclosure controls and procedures were not effective at the reasonable assurance level. Our management, including our principal executive officer and principal financial officer, has concluded that notwithstanding the material weakness in our internal control over financial reporting, the financial statements in this Quarterly Report on Form 10-Q fairly present, in all material respects, our financial position, results of operations and cash flows for the three months ended September 30, 2015 and are presented in conformity with GAAP.

## **Plan for remediation of material weakness in internal control over financial reporting**

As we disclosed in our Annual Report on Form 10-K for the year ended December 31, 2014 and in our Quarterly Reports on Form 10-Q for the periods ended March 31, 2015 and June 30, 2015, we commenced measures to remediate the identified material weaknesses during the first quarter of 2015. Steps we are taking to remediate the material weakness in our internal control over financial reporting of revenue include: implementation of a combination of new and revised control procedures in our sales order documentation review process and compliance audit program, supplemental document retention policies on sales documentation, additional quarterly screening through data analytics to confirm compliance with our policies, and improved processes and controls in our customer relationship management software system.

We believe we are making progress toward achieving the effectiveness of our internal controls and disclosure controls. These actions are subject to review by our senior management and internal audit, as well as oversight by the audit committee of our board of directors. Although we have implemented the new control activities, we have not fully tested their effectiveness. We will continue to assess the effectiveness of our internal control enhancements over financial reporting. We will not be able to conclude whether the steps we are taking will fully remediate this material weakness in our internal control over financial reporting until we have completed our remediation efforts and subsequent evaluation of their effectiveness. We may also conclude that additional measures may be required to remediate the material weakness in our internal control over financial reporting, which may necessitate additional implementation and evaluation time. We will continue to assess the effectiveness of our internal control over financial reporting and take steps to remediate the known material weakness expeditiously.

As long as we qualify as an “emerging growth company” as defined by the Jumpstart our Business Startups Act of 2012, we will not be required to obtain an auditor’s attestation report on our internal controls in future annual reports on Form 10-K as otherwise required by Section 404(b) of the Sarbanes-Oxley Act. Accordingly, our independent registered public accounting firm did not perform an audit of our internal control over financial reporting for the fiscal year ended December 31, 2014. Had our independent registered public accounting firm performed an audit of our internal control over financial reporting, material weaknesses and/or significant deficiencies, in addition to the material weakness discussed above, may have been identified. We will cease to be an “emerging growth company” upon the earliest to occur of: the last day of the fiscal year in which we have more than \$1.0 billion in annual revenue; the date we qualify as a “large accelerated filer,” with at least \$700 million of equity securities held by non-affiliates; the issuance, in any three-year period, by us of more than \$1.0 billion in non-convertible debt securities; and the last day of the fiscal year ending after the fifth anniversary of our initial public offering.

#### **Changes in internal controls over financial reporting**

As described above under “Plan for remediation of material weakness in internal control over financial reporting,” we have been taking steps to remediate the material weakness identified above and plan to take additional actions to remediate the underlying cause of the material weakness. Except as otherwise described herein, there was no change in our internal control over financial reporting that occurred during the three months ended September 30, 2015 by this Quarterly Report on Form 10-Q that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

## **Part II. OTHER INFORMATION**

### **Item 1. Legal Proceedings**

#### *Inova Labs litigation*

On November 4, 2011, we filed a lawsuit in the United States District Court for the Central District of California against Inova Labs Inc., or Defendant, for infringement of two of our patents. The case, *Inogen Inc. v. Inova Labs Inc.*, Case No. 8:11-cv-01692-JST-AN, or the Lawsuit, involves U.S. Patent Nos. 7,841,343, entitled “Systems and Methods For Delivering Therapeutic Gas to Patients,” or the ’343 patent, and 6,605,136 entitled “Pressure Swing Adsorption Process Operation And Optimization,” or the ’136 patent. We alleged in the Lawsuit that certain of Defendant’s oxygen concentrators infringe various claims of the ’343 and ’136 patents. The Lawsuit seeks damages, injunctive relief, costs and attorneys’ fees.

The Defendant has answered the complaint, denying infringement and asserting various sets of defenses including non-infringement, invalidity and unenforceability, patent misuse, unclean hands, laches and estoppel. The Defendant also filed counterclaims against us alleging patent invalidity, non-infringement and inequitable conduct. We denied the allegations in the Defendant’s counterclaims and filed a motion to dismiss Defendant’s inequitable conduct counterclaim.

The Defendant filed a request with the U.S. Patent and Trademark Office seeking an inter partes reexamination of the ’343 and ’136 patents. The Defendant also filed a motion to stay the Lawsuit pending outcome of the reexamination. On March 20, 2012, the Court granted the Defendant’s motion to stay the Lawsuit pending outcome of the reexamination and also granted our motion to dismiss the Defendant’s inequitable conduct counterclaim.

#### *Securities class action lawsuit*

On March 13 and March 19, 2015, plaintiffs Brad Christi and Roger D. Holford each filed, respectively, a lawsuit against Inogen, Raymond Huggenberger, Inogen’s President and Chief Executive Officer, and Alison Bauerlein, Inogen’s Executive Vice President and Chief Financial Officer, in the United States District Court for the Central District of California on behalf of a purported class of purchasers of our securities between November 12, 2014 and March 11, 2015. The complaints alleged that Inogen, Mr. Huggenberger and Ms. Bauerlein violated Section 10(b) of the Securities Exchange Act of 1934, as amended, and Rule 10b-5 promulgated thereunder, and that Mr. Huggenberger and Ms. Bauerlein violated Section 20(a) of the Securities Exchange Act of 1934. Specifically, the complaints alleged that during the purported class period our financial statements and disclosures concerning internal controls over financial reporting were materially false and misleading. The complaints sought compensatory damages in an unspecified amount, costs and expenses, including attorneys’ fees and expert fees, prejudgment and post-judgment interest and such other relief as the court deemed proper. On May 7, 2015, plaintiff Roger D. Holford filed a notice of voluntary dismissal without prejudice pursuant to Federal Rule of Civil Procedure Rule 41(a)(1)(A) in the second filed action. On June 29, 2015, plaintiff Brad Christi filed a notice of voluntary dismissal without prejudice pursuant to Federal Rule of Civil Procedure Rule 41(a)(1)(A) in the first filed action. The case was closed by the Court as of June 29, 2015.

#### *Separation Design Group litigation*

On October 23, 2015, Separation Design Group IP Holdings, LLC (SDGIP) filed a lawsuit against Inogen in the United States District Court for the Central District of California. SDGIP alleges that Inogen willfully infringes U.S. Patent No. 8,894,751. SDGIP also alleges misappropriation of trade secrets and breach of contract stemming from a meeting in September 2010. Inogen never received any communication from SDGIP related to patent infringement, misuse of trade secrets, or breach of the material non-disclosure agreement before filing the lawsuit. SDGIP seeks to recover an unspecified amount of damages (including compensatory and treble damages), costs and expenses (including attorneys’ fees), pre-judgment and post-judgment interest, and other relief that the Court deems proper. SDGIP also seeks a permanent injunction against Inogen. Inogen intends to vigorously contest SDGIP’s allegations of patent infringement, trade secret misappropriation, and breach of contract.

#### *Other litigation*

We are party to various legal proceedings arising in the normal course of business. We carry insurance, subject to specified deductibles under the policies, to protect against losses from certain types of legal claims. At this time, we do not anticipate that any of these proceedings will have a material adverse effect on our business.

## Item 1A. Risk Factors

*We operate in a rapidly changing environment that involves numerous uncertainties and risks. The following risks and uncertainties may have a material and adverse effect on our business, financial condition or results of operations. You should consider these risks and uncertainties carefully, together with all of the other information included or incorporated by reference in this Quarterly Report on Form 10-Q. If any of the risks or uncertainties we face were to occur, the trading price of our securities could decline, and you may lose all or part of your investment. This Quarterly Report on Form 10-Q also contains forward-looking statements that involve risks and uncertainties. Our actual results could differ materially from those anticipated in the forward-looking statements as a result of factors that are described below and elsewhere in this report.*

### **Risks related to our business and strategy**

***A significant majority of our customers have health coverage under the Medicare program, and recently enacted and future changes in the reimbursement rates or payment methodologies under Medicare and other government programs have affected and could continue to materially and adversely affect our business and operating results.***

As a provider of oxygen product rentals, we have historically depended heavily on Medicare reimbursement as a result of the higher proportion of elderly persons suffering from chronic respiratory conditions. Medicare Part B, or Supplementary Medical Insurance Benefits, provides coverage to eligible beneficiaries that include items of durable medical equipment for use in the home, such as oxygen equipment and other respiratory devices. We believe that more than 60% of oxygen therapy patients in the United States have primary coverage under Medicare Part B. For the three months ended September 30, 2015 and September 30, 2014, we derived 21.5% and 26.7%, respectively, and for the nine months ended September 30, 2015 and September 30, 2014, we derived 21.1% and 25.6%, respectively, of our total revenue from Medicare's program or beneficiaries (including patient co-insurance obligations). There are increasing pressures on Medicare to control healthcare costs and to reduce or limit reimbursement rates for home medical products.

Legislation, including the Medicare Prescription Drug, Improvement, and Modernization Act of 2003, the Deficit Reduction Act of 2005, the Medicare Improvements for Patients and Providers Act of 2008, and the Patient Protection and Affordable Care Act, contain provisions that directly impact reimbursement for the durable medical equipment products provided by us:

- The Medicare Prescription Drug, Improvement, and Modernization Act of 2003 significantly reduced reimbursement for inhalation drug therapies beginning in 2005, reduced payment amounts for certain durable medical equipment, including oxygen, beginning in 2005, froze payment amounts for other covered home medical equipment items through 2008, established a competitive bidding program for home medical equipment and implemented quality standards and accreditation requirements for durable medical equipment suppliers.
- The Deficit Reduction Act of 2005 limited the total number of continuous rental months for which Medicare will pay for oxygen equipment to 36 months, after which time there is generally no additional reimbursement to the supplier (other than for periodic, in-home maintenance and servicing). The Deficit Reduction Act of 2005 also provided that title of the equipment would transfer to the beneficiary, which was later repealed by the Medicare Improvements for Patients and Providers Act of 2008. For purposes of the rental cap, the Deficit Reduction Act of 2005 provided for a new 36-month rental period that began January 1, 2006 for all oxygen equipment. After the 36th continuous month during which payment is made for the oxygen equipment, the supplier is generally required to continue to furnish the equipment during the period of medical need for the remainder of the useful lifetime of the equipment, provided there are no breaks in service due to medical necessity that exceed 60 days. The reasonable useful lifetime for portable oxygen equipment is 60 months. After 60 months, if the patient requests, the rental cycle starts over and a new 36-month capped rental period begins. There are no limits on the number of 60-month cycles over which a Medicare patient may receive benefits and an oxygen therapy provider may receive reimbursement, so long as such equipment continues to be medically necessary for the patient. We anticipate that the Deficit Reduction Act of 2005 oxygen payment rules will continue to negatively affect our net revenue on an ongoing basis, as each month additional customers reach the 36-month capped service period, resulting in potentially two or more years without rental income from these customers. We cannot state with certainty the number of patients in the capped rental period or the potential impact to revenue associated with patients in the capped rental period.
- The Medicare Improvements for Patients and Providers Act of 2008 retroactively delayed the implementation of competitive bidding for 18 months from previously established dates and decreased the 2009 fee schedule payment amounts by 9.5% for product categories included in competitive bidding. In addition to the 9.5% reduction under Medicare Improvements for Patients and Providers Act of 2008, the Centers for Medicare & Medicaid Services implemented a reduction to the monthly payment amount for stationary oxygen equipment. The monthly payment rate for non-delivery ambulatory oxygen in the relevant period was flat at \$51.63. The table below summarizes the increases and decreases in the monthly payment amounts for stationary oxygen equipment.

| <b>(dollars in dollars)</b>               | <b>2009</b> | <b>2010</b> | <b>2011</b> | <b>2012</b> | <b>2013</b> | <b>2014</b> | <b>2015</b> |
|---|-------------|-------------|-------------|-------------|-------------|-------------|-------------|
| Stationary oxygen percentage rate changes | -2.30%      | -1.50%      | 0.10%       | 1.60%       | 0.70%       | 0.50%       | 1.50%       |
| Stationary oxygen monthly payment amounts | \$ 175.79   | \$ 173.17   | \$ 173.31   | \$ 176.06   | \$ 177.36   | \$ 178.24   | \$ 180.92   |

- The Patient Protection and Affordable Care Act, as amended by the Health Care and Education Reconciliation Act, includes, among other things, a deductible excise tax on any entity that manufactures or imports medical devices offered for sale in the United States, with limited exceptions including oxygen products such as ours, which began in 2013, new face-to-face physician encounter requirements for durable medical equipment and home health services, and a requirement that by 2016, the competitive bidding process must be nationalized or prices in non-competitive bidding areas must be adjusted to match competitive bidding prices.

These legislative provisions, as currently in effect and when fully implemented, have had and will continue to have a material and adverse effect on our business, financial condition and operating results.

The HHS Office of Inspector General (OIG) has recommended states to review Medicaid reimbursement for DME and supplies. The OIG cites an earlier report estimating that four states (California, Minnesota, New York, and Ohio) could have saved more than \$18.1 million on selected DME items if their Medicaid prices were comparable to those under Round 1 of the Medicare competitive bidding program. Since issuing those reports, the OIG identified \$12 million in additional savings that the four states could have obtained on the selected items by using pricing similar to the Medicare Round 2 competitive bidding and national mail-order programs. In light of varying Medicaid provider rates for DME and the potential for lower spending, the OIG recommends the CMS (1) seek legislative authority to limit state Medicaid DME reimbursement rates to Medicare program rates, and (2) encourage further reduction of Medicaid reimbursement rates through competitive bidding or manufacturer rebates (the OIG did not determine the cost of implementing a rebate or competitive bidding program in each state). CMS concurred with the OIG’s recommendations, observing that the President’s proposed FY 2016 budget recommended limiting Medicaid reimbursement of DME to Medicare rates. CMS also noted that it communicates frequently with states to inform them of available options for their DME purchasing programs, including manufacturer rebates and competitive bidding. The full report, “State Medicaid Agencies Can Significantly Reduce Medicaid Costs for Durable Medical Equipment and Supplies,” is available at <http://oig.hhs.gov/oas/reports/region5/51500025.pdf>.

Due to budgetary shortfalls, many states are considering, or have enacted, cuts to their Medicaid programs. These cuts have included, or may include, elimination or reduction of coverage for our products, amounts eligible for payment under co-insurance arrangements, or payment rates for covered items. Continued state budgetary pressures could lead to further reductions in funding for the reimbursement for our products which, in turn, would adversely affect our business, financial condition and results of operations.

***The implementation of the competitive bidding process under Medicare could negatively affect our business and financial condition.***

The Medicare Prescription Drug, Improvement, and Modernization Act of 2003 requires the Secretary of Health and Human Services to establish and implement programs under which competitive acquisition areas are established throughout the United States for purposes of awarding contracts for the furnishing of competitively priced items of durable medical equipment, including oxygen equipment.

In October 2014, the Centers for Medicare and Medicaid Services released a ruling that sets forth methodologies to adjust the fee schedule amounts for items subject to competitive bidding in areas where competitive bidding is not implemented. The ruling applies rate reductions to all un-bid areas instead of doing an additional bidding process. The fee schedules in the un-bid areas will be adjusted based on regional averages of the single payment amounts for areas already under competitive bidding. The regional prices would be limited by a national ceiling (110% of the average of the regional prices) and a floor (90% of the average regional prices). The regions are defined as follows:

| Region Name    | States Covered                         |
|----------------|--|
| Far West       | CA, NV, OR, WA                         |
| Great Lakes    | IL, IN, MI, OH, WI                     |
| Mideast        | DC, DE, MD, NJ, NY, PA                 |
| New England    | CT, MA, NH, RI                         |
| Plains         | IA, KS, MN, MO, NE                     |
| Rocky Mountain | CO, ID, UT                             |
| Southeast      | AL, AR, FL, GA, KY, LA, NC, SC, TN, VA |
| Southwest      | AZ, NM, OK, TX                         |

The Centers for Medicare and Medicaid defines frontier states as states where more than 50% of the counties in the state have a population density of 6 people or less per square mile and rural states are defined as states where more than 50% of the population lives in rural areas per census data. Current frontier states include MT, ND, SD and WY; rural states include ME, MS, VT and WV; and non-contiguous United States areas include AK, HI, Guam and Puerto Rico. For frontier and rural states, and frontier and rural zip codes in non-frontier/rural states, the single payment amount will be the national ceiling (110% of the average of the regional prices) to account for higher servicing costs in these areas. For non-contiguous United States areas, single payment amounts will be the higher of the national ceiling, or the average of competitive bidding pricing from these areas, if the areas had been bid through competitive bidding.

A ruling from the Centers for Medicare & Medicaid Services (CMS) has outlined the expansion of Competitive Bidding to certain previously unbid areas by applying regional pricing averages to unbid areas with 110% of regional prices to be paid for defined rural and frontier areas. While we are monitoring the implementation of this ruling, we believe that the net effect of the ruling would be an approximately 2.5-3.5% decrease in 2016 total revenue since this pricing will be applied partially in from January 1, 2016 to June 30, 2016 and completely starting on July 1, 2016. Medicare is 21.1% of our total revenue in the nine months ended September 30, 2015, and we estimate that 41% of the Medicare markets will be subject to this reimbursement reduction. We also estimate that on average the rates will be reduced by 35-40% in these areas. We estimate that less than 10% of our patients would be eligible to receive the 110% of the regional prices for rural and frontier areas based on the geographic locations of our current patient population.

The Centers for Medicare and Medicaid Services has also re-bid for competitive bidding round two re-compete, associated with approximately 50% of the market with contracts set to begin July 1, 2016 and continue through December 31, 2018. The Centers for Medicare and Medicaid Services updated the product categories and the competitive bidding areas. Respiratory equipment includes oxygen, oxygen equipment, continuous positive airway pressure devices, respiratory assist devices and related supplies and accessories. Nebulizers are now their own separate product category instead of being included in the respiratory equipment category. Round two re-compete is in the same geographic areas that were included in the original round two. However, as a result of the Office of Management and Budget's updates to the original 91 round two metropolitan statistical areas, there are now 90 metropolitan statistical areas for round two re-compete and 117 competitive bidding areas (CBAs). Any CBA that was previously located in multi-state metropolitan statistical areas was redefined so that no CBA is included in more than one state. The round two re-compete competitive bidding areas have nearly the same ZIP codes as the round two competitive bidding areas; the associated changes in the zip codes since competitive bidding was implemented are reflective in this round two re-compete. Pricing is expected to be announced in winter 2016 according to CMS.

The Centers for Medicare and Medicaid Services has begun the re-bid process for the round one re-compete for contracts from January 1, 2017 through December 31, 2018. Bids are due by December 16, 2015. In round one 2017, there are 9 metropolitan statistical areas and 13 CBAs to make sure each CBA does not cross state boundaries.

On April 16, 2015 the Medicare DMEPOS (Durable Medical Equipment, Prosthetics, Orthotics and Supplies) Competitive Bidding Improvement Act of 2015 was signed into law which would require Medicare suppliers that bid under DMEPOS competitive bidding program to obtain a \$50,000 to \$100,000 bid surety bond for each CBA. The bill is intended to prevent suppliers from submitting not-binding, "low-ball" bids that artificially drive down prices and jeopardize beneficiary access to equipment. If the supplier bids lower than the median composite bid rate and does not accept a contract for a CBA, the bid bond would be forfeited. The bill also would codify that competitive bidding contracts can only be awarded to suppliers that meet applicable state licensure requirements. We will incur additional expense to obtain the appropriate surety bonds in the CBAs where we win contracts in future competitive bidding rounds. There are currently 9 CBAs under contract in round one re-compete and 117 CBAs under contract in round two re-compete. CBAs are defined by Medicare and are subject to change at each new bidding period. This cost is not expected to be material to our financial results.

Although we continue to monitor developments regarding the implementation of the competitive bidding program, we cannot predict the outcome of the competitive bidding program on our business when fully implemented, nor the Medicare payment rates that will be in effect in future years for the items subject to competitive bidding, including our products. We expect that the stationary oxygen and non-delivery ambulatory oxygen payment rates will continue to fluctuate and a large negative payment adjustment could adversely affect our business, financial conditions and results of operations.

***We face intense national, regional and local competition and if we are unable to compete successfully, it could have an adverse effect on our revenue, revenue growth rate, if any, and market share.***

The oxygen therapy market is a highly competitive industry. We compete with a number of manufacturers and distributors of portable oxygen concentrators, as well as providers of other oxygen therapy solutions such as home delivery of oxygen tanks or cylinders.

Our significant manufacturing competitors are Invacare Corporation, Respironics (a subsidiary of Koninklijke Philips N.V.), AirSep Corporation and SeQual Technologies (subsidiaries of Chart Industries, Inc.), Inova Labs, Inc. and DeVilbiss Healthcare. Given the relatively straightforward regulatory path in the oxygen therapy device manufacturing market, we expect that the industry will become increasingly competitive in the future. Manufacturing companies compete for sales to providers primarily on the basis of product features, service and price.

For many years, Lincare Inc., Apria Healthcare, Inc. Rotech Healthcare, Inc. and American HomePatient, Inc. have been among the market leaders in providing oxygen therapy, while the remaining oxygen therapy market is serviced by local providers. Because many oxygen therapy providers were either excluded from contracts in the Medicare competitive bidding process, or will have difficulty providing service at the prevailing Medicare reimbursement rates, we expect more industry consolidation. Oxygen therapy providers compete primarily on the basis of product features and service, rather than price, since reimbursement levels are established by Medicare and Medicaid, or by the individual determinations of private payors.

Some of our competitors are large, well-capitalized companies with greater resources than we have. As a consequence, they are able to spend more aggressively on product development, marketing, sales and other product initiatives than we can. Some of these competitors have:

- significantly greater name recognition;
- established relations with healthcare professionals, customers and third-party payors;
- established distribution networks;
- additional lines of products, and the ability to offer rebates or bundle products to offer higher discounts or other incentives to gain a competitive advantage;
- greater history in conducting research and development, manufacturing, marketing and obtaining regulatory approval for oxygen device products; and
- greater financial and human resources for product development, sales and marketing, patent litigation and customer financing.

As a result, our competitors may be able to respond more quickly and effectively than we can to new or changing opportunities, technologies, standard regulatory and reimbursement development and customer requirements. In light of these advantages that our competitors maintain, even if our technology and direct-to-consumer distribution strategy is more effective than the technology and distribution strategy of our competitors, current or potential customers might accept competitor products and services in lieu of purchasing our products. We anticipate that we will face increased competition in the future as existing companies and competitors develop new or improved products and distribution strategies and as new companies enter the market with new technologies and distribution strategies. We may not be able to compete effectively against these organizations. Our ability to compete successfully and to increase our market share is dependent upon our reputation for providing responsive, professional and high-quality products and services and achieving strong customer satisfaction. Increased competition in the future could adversely affect our revenue, revenue growth rate, margins and market share.

***Healthcare reform measures may have a material adverse effect on our business and results of operations.***

In the United States, the legislative landscape, particularly as it relates to healthcare regulation and reimbursement coverage, continues to evolve. In March 2010, the Patient Protection and Affordable Care Act was passed, which has the potential to substantially change healthcare financing by both governmental and private insurers, and significantly impact the U.S. medical device industry. In addition, as discussed above, the Patient Protection and Affordable Care Act also expands the round two of competitive bidding to a total of 117 competitive bidding areas, and by 2016, the process must be nationalized or prices in non-competitive bidding areas must be adjusted to match competitive bidding prices.

In addition, other legislative changes have been proposed and adopted in the United States since the Patient Protection and Affordable Care Act was enacted. On August 2, 2011, the Budget Control Act of 2011 among other things, created measures for spending reductions by Congress. A Joint Select Committee on Deficit Reduction, tasked with recommending a targeted deficit

reduction of at least \$1.2 trillion for the years 2013 through 2021, was unable to reach required goals, thereby triggering the legislation's automatic reduction to several government programs. This includes aggregate reductions of Medicare payments to providers up to 2% per fiscal year, which went into effect on April 1, 2013, and will remain in effect through 2024 unless additional Congressional action is taken. On January 2, 2013, President Obama signed into law the American Taxpayer Relief Act of 2012 which, among other things, further reduced Medicare payments to certain providers, including physicians, hospitals, imaging centers and cancer treatment centers, and increased the statute of limitations period for the government to recover overpayments to providers from three to five years. We expect that additional state and federal healthcare reform measures will be adopted in the future, any of which could limit the amounts that federal and state governments will pay for healthcare products and services, which could result in reduced demand for our products or additional pricing pressures.

***If we are unable to continue to enhance our existing products and develop and market new products that respond to customer needs and preferences and achieve market acceptance, we may experience a decrease in demand for our products and our business could suffer.***

We may not be able to compete as effectively with our competitors, and ultimately satisfy the needs and preferences of our customers, unless we can continue to enhance existing products and develop new innovative products. Product development requires significant financial, technological and other resources. While we expended \$1.1 million and \$0.8 million for the three months ended September 30, 2015 and September 30, 2014, respectively, and \$3.0 million and \$2.3 million for research and development efforts for the nine months ended September 30, 2015 and September 30, 2014, respectively, we cannot assure you that this level of investment in research and development will be sufficient to maintain a competitive advantage in product innovation, which could cause our business to suffer. Product improvements and new product introductions also require significant planning, design, development, and testing at the technological, product, and manufacturing process levels and we may not be able to timely develop product improvements or new products. Our competitors' new products may enter the market before our new products reach market, be more effective with more features, obtain better market acceptance, or render our products obsolete. Any new products that we develop may not receive market acceptance or otherwise generate any meaningful sales or profits for us relative to our expectations based on, among other things, existing and anticipated investments in manufacturing capacity and commitments to fund advertising, marketing, promotional programs and research and development.

***We depend upon reimbursement from Medicare, private payors, Medicaid and patients for a significant portion of our revenue, and if we fail to manage the complex and lengthy reimbursement process, our business and operating results could suffer.***

A significant portion of our revenue is derived from reimbursement by third-party payors. We accept assignment of insurance benefits from customers and, in a majority of cases, invoice and collect payments directly from Medicare, private payors and Medicaid, as well as direct from patients under co-insurance provisions. For the three months ended September 30, 2015 and September 30, 2014, approximately 28.3% and 33.9%, respectively, and for the nine months ended September 30, 2015 and September 30, 2014, approximately 28.6% and 34.4%, respectively, of our total revenue was derived from Medicare, private payors, Medicaid, and individual patients who directly receive reimbursement from third-party payors.

Our financial condition and results of operations may be affected by the healthcare industry's reimbursement process, which is complex and can involve lengthy delays between the time that a product is delivered to the consumer and the time that the reimbursement amounts are settled. Depending on the payor, we may be required to obtain certain payor-specific documentation from physicians and other healthcare providers before submitting claims for reimbursement. Certain payors have filing deadlines and they will not pay claims submitted after such time. We are also subject to extensive pre-payment and post-payment audits by governmental and private payors that could result in material delays, refunds of monies received or denials of claims submitted for payment under such third-party payor programs and contracts. We cannot ensure that we will be able to continue to effectively manage the reimbursement process and collect payments for our products promptly. If we fail to manage the complex and lengthy reimbursement process, it would adversely affect our business, financial conditions and results of operations.

***Failure to obtain private payor contracts and future reductions in reimbursement rates from private payors could have a material adverse effect on our financial condition and operating results.***

A portion of our revenue is derived from private payors. Based on our patient population, we estimate at least 30% of potential customers have non-Medicare insurance coverage, and we believe these patients represent a younger and more active patient population that will be drawn to the quality-of-life benefits of our solution. Failing to maintain and obtain private payor contracts from private insurance companies and employers and secure in-network provider status could have a material adverse effect on our financial condition and operating results. In addition, private payors are under pressure to increase profitability and reduce costs. In response, certain private payors are limiting coverage or reducing reimbursement rates for the products we provide. We believe that private payor reimbursement levels will generally be reset in accordance with the Medicare payment amounts determined by competitive bidding. We cannot predict the extent to which reimbursement for our products will be affected by competitive bidding or

by initiatives to reduce costs for private payors . Failure to obtain or maintain private payor contracts or the unavailability of third-party coverage or inadequacy of reimbursement for our products would adversely affect our business, financial conditions and results of operations.

***We obtain some of the components, subassemblies and completed products included in our Inogen One systems and our Inogen At Home from a single source or a limited group of manufacturers or suppliers, and the partial or complete loss of one of these manufacturers or suppliers could cause significant production delays, an inability to meet customer demand and a substantial loss in revenue.***

We utilize single source suppliers for some of the components and subassemblies we use in our Inogen One systems and our Inogen At Home system. We have qualified alternate sources of supply sufficient to support future needs and we have taken other mitigating steps to reduce the impact of a change in supplier; however, there may be delays in switching to these alternative suppliers if our primary source is terminated without notice. Our dependence on single source suppliers of components may expose us to several risks, including, among other things:

- Our suppliers may encounter financial hardships as a result of unfavorable economic and market conditions unrelated to our demand for components, which could inhibit their ability to fulfill our orders and meet our requirements;
- Suppliers may fail to comply with regulatory requirements, be subject to lengthy compliance, validation or qualification periods, or make errors in manufacturing components that could negatively affect the efficacy or safety of our products or cause delays in supplying of our products to our customers;
- Newly identified suppliers may not qualify under the stringent regulatory standards to which our business is subject;
- We or our suppliers may not be able to respond to unanticipated changes in customer orders, and if orders do not match forecasts, we or our suppliers may have excess or inadequate inventory of materials and components;
- We may be subject to price fluctuations due to a lack of long-term supply arrangements for key components;
- We may experience delays in delivery by our suppliers due to changes in demand from us or their other customers;
- We or our suppliers may lose access to critical services and components, resulting in an interruption in the manufacture, assembly and shipment of our systems;
- Our suppliers may be subject to allegations by other parties of misappropriation of proprietary information in connection with their supply of products to us, which could inhibit their ability to fulfill our orders and meet our requirements;
- Fluctuations in demand for products that our suppliers manufacture for others may affect their ability or willingness to deliver components to us in a timely manner;
- Our suppliers may wish to discontinue supplying components or services to us; and
- We may not be able to find new or alternative components or reconfigure our system and manufacturing processes in a timely manner if the necessary components become unavailable.

In addition, we may be deemed to manufacture or contract to manufacture products that contain certain minerals that have been designated as “conflict minerals” under the Dodd-Frank Wall Street Reform and Consumer Protection Act. As a result, in future periods, we may be required to perform due diligence to determine the origin of such minerals, and disclose and report whether or not such minerals originated in the Democratic Republic of the Congo or adjoining countries. The implementation of these new requirements could adversely affect the sourcing, availability, and pricing of minerals used in the manufacture of our products. In addition, we may incur additional costs to comply with the disclosure requirements, including costs related to determining the source of any of the relevant minerals and metals used in our products. If any of these risks materialize, costs could significantly increase and our ability to meet demand for our products could be impacted. If we are unable to satisfy commercial demand for our Inogen One systems and Inogen At Home systems in a timely manner, our ability to generate revenue would be impaired, market acceptance of our products could be adversely affected, and customers may instead purchase or use alternative products. In addition, we could be forced to secure new or alternative components and subassemblies through a replacement supplier. Finding alternative sources for these components and subassemblies could be difficult in certain cases and may entail a significant amount of time and disruption. In some cases, we would need to change the components or subassemblies if we sourced them from an alternative supplier. This, in turn, could require a redesign of our Inogen One systems and Inogen At Home systems and, potentially, require additional FDA clearance or approval before we could use any redesigned product with new components or subassemblies, thereby causing further costs and delays that could adversely affect our business, financial condition and operating results.

***We do not have long-term supply contracts with many of our third-party suppliers.***

We purchase components and subassemblies from third-party suppliers, including some of our single source suppliers, through purchase orders and do not have long-term supply contracts with many of these third-party suppliers. Many of our third-party suppliers, therefore, are not obligated to perform services or supply products to us for any specific period, in any specific quantity or at any specific price, except as may be provided in a particular purchase order. We do not maintain large volumes of inventory from most of these suppliers. If we inaccurately forecast demand for components or subassemblies, our ability to manufacture and commercialize our Inogen One systems and Inogen At Home systems could be delayed and our competitive position and reputation could be harmed. In addition, if we fail to effectively manage our relationships with these suppliers, we may be required to change suppliers which would be time consuming and disruptive and could adversely affect our business, financial condition and operating results.

***If we fail to comply with U.S. export control and economic sanctions or fail to expand and maintain an effective sales force or successfully develop our international distribution network, our business, financial condition and operating results may be adversely affected.***

We currently derive the majority of our revenue from rentals or sales generated from our own direct sales force. Failure to maintain or expand our direct sales force could adversely impact our financial and operating performance. Additionally, we use international distributors to augment our sales efforts, certain of which are exclusive distributors in certain foreign countries. We cannot assure you that we will be able to successfully develop our relationships with third-party distributors internationally. In addition, we are subject to United States export control and economic sanctions laws relating to the sale of our products, the violation of which could result in substantial penalties being imposed against us. In particular, we have secured annual export licenses from the U.S. Treasury Department's Office of Foreign Assets Control to sell our products to a distributor and hospital and clinic end-users in Iran. The use of this license requires us to observe strict conditions with respect to products sold, end-user limitations and payment requirements. Although we believe we have maintained compliance with license requirements, there can be no assurance that the license will not be revoked, be renewed in the future or that we will remain in compliance. More broadly, if we fail to comply with export control laws or successfully develop our relationship with international distributors, our sales could fail to grow or could decline, and our ability to grow our business could be adversely affected. Distributors that are in the business of selling other medical products may not devote a sufficient level of resources and support required to generate awareness of our products and grow or maintain product sales. If our distributors are unwilling or unable to market and sell our products, or if they do not perform to our expectations, we could experience delayed or reduced market acceptance and sales of our products.

***We may be subject to substantial warranty or product liability claims or other litigation in the ordinary course of business that may adversely affect our business, financial condition and operating results.***

As manufacturers of medical devices, we may be subject to substantial warranty or product liability claims or other litigation in the ordinary course of business that may require us to make significant expenditures to defend these claims or pay damage awards. For example, our Inogen One systems contain lithium ion batteries, which, under certain circumstances, can be a fire hazard. We, as well as our key suppliers, maintain product liability insurance, but this insurance is limited in amount and subject to significant deductibles. There is no guarantee that insurance will be available or adequate to protect against all claims. Our insurance policies are subject to annual renewal and we may not be able to obtain liability insurance in the future on acceptable terms or at all. In addition, our insurance premiums could be subject to increases in the future, which may be material. If the coverage limits are inadequate to cover our liabilities or our insurance costs continue to increase as a result of warranty or product liability claims or other litigation, then our business, financial condition and operating results may be adversely affected.

***Increases in our operating costs could have a material adverse effect on our business, financial condition and operating results.***

Reimbursement rates are established by fee schedules mandated by Medicare, private payors and Medicaid, and are likely to remain constant or decrease due, in part, to federal and state government budgetary constraints. As a result, with respect to Medicare and Medicaid related revenue, we are not able to offset the effects of general inflation on our operating costs through increases in prices for our products. In particular, labor and related costs account for a significant portion of our operating costs and we compete with other healthcare providers to attract and retain qualified or skilled personnel and with various industries for administrative and service employees. This competitive environment could result in increased labor costs. As such, we must control our operating costs, particularly labor and related costs and failing to do so could adversely affect our financial conditions and results of operations.

***We depend on the services of our senior executives and other key technical personnel, the loss of whom could negatively affect our business.***

Our success depends upon the skills, experience and efforts of our senior executives and other key technical personnel, including certain members of our engineering staff and our sales and marketing executives. Much of our corporate expertise is concentrated in relatively few employees, the loss of which for any reason could negatively affect our business. Competition for our highly skilled employees is intense and we cannot prevent the resignation of any employee. We do not maintain “key man” life insurance on any of our senior executives. None of our senior executive team is bound by written employment contracts to remain with us for a specified period. In addition, we have not entered into non-compete agreements with members of our senior management team. The loss of any member of our senior management team could harm our ability to implement our business strategy and respond to the market conditions in which we operate.

***We rely on information technology, and if we are unable to protect against service interruptions, data corruption, cyber-based attacks or network security breaches, our operations could be disrupted and our business could be negatively affected.***

We rely on information technology networks and systems to process, transmit and store electronic and financial information; to coordinate our business; and to communicate within our company and with customers, suppliers, partners and other third-parties. These information technology systems may be susceptible to damage, disruptions or shutdowns, hardware or software failures, power outages, computer viruses, cyber-attacks, telecommunication failures, user errors or catastrophic events. If our information technology systems suffer severe damage, disruption or shutdown, and our business continuity plans do not effectively resolve the issues in a timely manner, our operations could be disrupted and our business could be negatively affected. In addition, cyber-attacks could lead to potential unauthorized access and disclosure of confidential information (including patient-identifiable health information), and data loss and corruption. There is no assurance that we will not experience these service interruptions or cyber-attacks in the future.

***We incurred losses from inception until fiscal year 2012, and we have only recently achieved profitability.***

We have a limited operating history and incurred significant net losses in each fiscal year until fiscal year 2012, when we achieved positive net income. As of September 30, 2015, we had an accumulated deficit of \$49.0 million. These net losses have resulted principally from costs incurred from our selling, general and administrative expenses and to a lesser extent in our research and development programs. We expect to incur significant expansion of our sales and marketing expenses and increases in expenses for research and development to a lesser extent. Additionally, since completing our initial public offering, we expect that our general and administrative expenses will increase due to the additional operational and reporting costs associated with being a public company. Because of the numerous risks and uncertainties associated with our commercialization efforts and future product development, we are unable to predict if we will maintain or increase our net income.

***Our financial results may vary significantly from quarter-to-quarter due to a number of factors, which may lead to volatility in our stock price.***

Our quarterly revenue and results of operations have varied in the past and may continue to vary significantly from quarter-to-quarter. This variability may lead to volatility in our stock price as research analysts and investors respond to these quarterly fluctuations. These fluctuations are due to numerous factors, including: fluctuations in consumer demand for our products; seasonal cycles in consumer spending; our ability to design, manufacture and deliver products to our consumers in a timely and cost-effective manner; quality control problems in our manufacturing operations; our ability to timely obtain adequate quantities of the components used in our products; new product introductions and enhancements by us and our competitors; unanticipated increases in costs or expenses; and fluctuations in foreign currency exchange rates. For example, we typically experience higher sales in the second quarter, as a result of consumers traveling and vacationing during the warmer summer months. The foregoing factors are difficult to forecast, and these, as well as other factors, could materially and adversely affect our quarterly and annual results of operations. In addition, a significant amount of our operating expenses are relatively fixed due to our manufacturing, research and development and sales and general administrative efforts. Any failure to adjust spending quickly enough to compensate for a revenue shortfall could magnify the adverse impact of such revenue shortfall on our results of operations. Our results of operations may not meet the expectations of research analysts or investors, in which case the price of our common stock could decrease significantly.

***If the market opportunities for our products are smaller than we believe they are, our revenues may be adversely affected and our business may suffer.***

Our projections regarding (i) the size of the oxygen therapy market, both in the United States and internationally, (ii) the size and percentage of the oxygen therapy market that is subject to competitive bidding in the United States, (iii) the number of oxygen therapy patients, (iv) the number of patients requiring ambulatory and stationary oxygen, (v) the number of patients who rely on the delivery model, and (vi) the share of portable oxygen concentrators as a percentage of the total oxygen therapy spend are based on estimates that we believe are reliable. These estimates may prove to be incorrect, new data or studies may change the estimated

incidence or prevalence of patients requiring oxygen therapy, or the type of oxygen therapy patients. The number of patients in the United States and internationally may turn out to be lower than expected, patients may not be otherwise amenable to treatment with our products, or new patients may become increasingly difficult to identify or gain access to, all of which would adversely affect our results of operations and our business.

***The terms of our revolving credit agreement may restrict our current and future operations, and could affect our ability to respond to changes in our business and to manage our operations.***

On November 7, 2014, we entered into a revolving credit agreement with JPMorgan Chase Bank, N.A., which we refer to as our revolving credit agreement. The agreement provides for a revolving credit facility in an aggregate principal amount of \$15.0 million with a sublimit of \$1.0 million for the issuance of letters of credit on our behalf. The agreement is secured by all or substantially all of our assets.

Pursuant to the revolving credit agreement, we are subject to certain financial covenants relating to our net worth and EBITDA. Tangible net worth under the revolving credit agreement is calculated by subtracting the sum of intangible assets and total liabilities from total assets. EBITDA is defined in the revolving credit agreement as our net income plus interest expense, plus depreciation expense, plus amortization expense, plus income tax expense, plus non-cash expense, plus extraordinary losses, minus non-cash income, and minus extraordinary gains, as computed during certain test periods provided in the revolving credit agreement. We are required to maintain at all times a tangible net worth of \$90.0 million and EBITDA (i) of \$10.0 million for any period of four consecutive quarters commencing with the four-quarter test period ended September 30, 2014 through the four-quarter test period ending March 31, 2016 and (ii) of \$12.5 million for any four-quarter test period commencing with the four-quarter test period ending June 30, 2016 and continuing thereafter.

The agreement contains events of default customary for transactions of this type, including nonpayment, misrepresentation, breach of covenants, and bankruptcy. In the event we fail to satisfy our covenants, or otherwise go into default, JPMorgan Chase Bank, N.A. has a number of remedies, including sale of our assets and acceleration of all outstanding indebtedness. Certain of these remedies would likely have a material adverse effect on our business. As of September 30, 2015, in order to be in compliance with the EBITDA and tangible net worth requirements, we were required to maintain \$10.0 million in EBITDA for the preceding test period, and we had \$29.3 million in EBITDA for that period. As of September 30, 2015, we were also required to maintain a tangible net worth of \$90.0 million, and we had a tangible net worth of \$129.7 million.

***An adverse outcome of a sales and use tax audit could have a material adverse effect on our results of operations and financial condition.***

The California State Board of Equalization conducted a sales and use tax audit of our operations in California in 2008. As a result of the audit, the California State Board of Equalization confirmed that our sales are not subject to California sales and use tax. We believe that our sales in other states should not be subject to sales and use tax. There can be no assurance, however, that other states may agree with our position and we may be subject to an audit that may not be resolved in our favor. Such an audit could be expensive and time-consuming and result in substantial management distraction. If the matter were to be resolved in a manner adverse to us, it could have a material adverse effect on our results of operations and financial position.

***Our ability to use net operating losses to offset future taxable income may be subject to certain limitations.***

Our existing net operating losses (NOLs) are subject to limitations arising from an ownership change subject to the provisions of Section 382 of the Internal Revenue Code of 1986, as amended, or the Code. If we undergo one or more future ownership changes our ability to utilize NOLs could be further limited. In general, under Section 382 of the Code, a corporation that undergoes an “ownership change” is subject to limitations on its ability to utilize its pre-change NOLs to offset future taxable income. In general, an “ownership change” occurs if there is a cumulative change in ownership by “5% stockholders” that exceeds 50 percentage points over a rolling three-year period.

**Risks related to the regulatory environment**

***We are subject to extensive Federal and state regulation, and if we fail to comply with applicable regulations, we could suffer severe criminal or civil sanctions or be required to make significant changes to our operations that could adversely affect our business, financial condition and operating results.***

The federal government and all states in which we currently operate regulate various aspects of our business. In particular, our sales and customer service centers are subject to federal laws that regulate interstate motor-carrier transportation. Our operations also are subject to state laws governing, among other things, distribution of medical equipment and certain types of home health activities,

and we are required to obtain and maintain licenses in each state to act as a durable medical equipment supplier. Certain of our employees are subject to state laws and regulations governing the professional practices of respiratory therapy.

As a healthcare provider participating in governmental healthcare programs, we are subject to laws directed at preventing fraud and abuse, which subject our marketing, billing, documentation and other practices to government scrutiny. To ensure compliance with Medicare, Medicaid and other regulations, government agencies or their contractors often conduct routine audits and request customer records and other documents to support our claims submitted for payment of services rendered. Government agencies or their contractors also periodically open investigations and obtain information from healthcare providers. Violations of federal and state regulations can result in severe criminal, civil and administrative penalties and sanctions, including debarment, suspension or exclusion from Medicare, Medicaid and other government reimbursement programs, any of which would have a material adverse effect on our business.

Changes in healthcare laws and regulations and new interpretations of existing laws and regulations may affect permissible activities, the relative costs associated with doing business, and reimbursement amounts paid by federal, state and other third-party payors. There have been and will continue to be regulatory initiatives affecting our business and we cannot predict the extent to which future legislation and regulatory changes could have a material adverse effect on our business.

***We are subject to burdensome and complex billing and record-keeping requirements in order to substantiate our claims for payment under federal, state and commercial healthcare reimbursement programs, and our failure to comply with existing requirements, or changes in those requirements or interpretations thereof, could adversely affect our business, financial condition and operating results.***

We are subject to burdensome and complex billing and record-keeping requirements in order to substantiate our claims for payment under federal, state and commercial healthcare reimbursement programs. Our records also are subject to routine and other reviews by third-party payors, which can result in delays in payments or refunds of paid claims. For example, we have also experienced a significant increase in pre-payment reviews of our claims by the Durable Medical Equipment Medicare Administrative Contractors, which has caused substantial delays in the collection of our Medicare accounts receivable as well as related amounts due under supplemental insurance plans.

Current law provides for a significant expansion of the government's auditing and oversight of suppliers who care for patients covered by various government healthcare programs. Examples of this expansion include audit programs being implemented by the Durable Medical Equipment Medicare Administrative Contractors, the Zone Program Integrity Contractors, the Recovery Audit Contractors, and the Comprehensive Error Rate Testing contractors, operating under the direction of the Centers for Medicare & Medicaid Services.

We have been informed by these auditors that healthcare providers and suppliers of certain durable medical equipment product categories are expected to experience further increased scrutiny from these audit programs. When a government auditor ascribes a high billing error rate to one or more of our locations, it generally results in protracted pre-payment claims review, payment delays, refunds and other payments to the government and/or our need to request more documentation from providers than has historically been required. It may also result in additional audit activity in other company locations in that state or Durable Medical Equipment Medicare Administrative Contractors jurisdiction. We cannot currently predict the adverse impact that these audits, methodologies and interpretations might have on our business, financial condition or operating results, but such impact could be material.

***We are subject to significant regulation by numerous government agencies, including the U.S. Food and Drug Administration, or FDA. We cannot market or commercially distribute our products without obtaining and maintaining necessary regulatory clearances or approvals.***

Our Inogen concentrators are medical devices subject to extensive regulation in the United States and in the foreign markets where we distribute our products. The FDA and other U.S. and foreign governmental agencies regulate, among other things, with respect to medical devices:

- design, development and manufacturing;
- testing, labeling, content and language of instructions for use and storage;
- clinical trials;
- product safety;
- marketing, sales and distribution;

- pre-market clearance and approval;
- record keeping procedures;
- advertising and promotion;
- recalls and field safety corrective actions;
- post-market surveillance, including reporting of deaths or serious injuries and malfunctions that, if they were to recur, could lead to death or serious injury;
- post-market approval studies; and
- product import and export.

Before we can market or sell a medical device in the United States, we must obtain either clearance from the FDA under Section 510(k) of the Federal Food, Drug, and Cosmetic Act, or the FDCA, or approval of a pre-market approval application from the FDA, unless an exemption from pre-market review applies. In the 510(k) clearance process, the FDA must determine that a proposed device is “substantially equivalent” to a device legally on the market, known as a “predicate” device, with respect to intended use, technology and safety and effectiveness, in order to clear the proposed device for marketing. Clinical data is sometimes required to support substantial equivalence. The pre-market approval pathway requires an applicant to demonstrate the safety and effectiveness of the device based, in part, on extensive data, including, but not limited to, technical, preclinical, clinical trial, manufacturing and labeling data. The pre-market approval process is typically required for devices that are deemed to pose the greatest risk, such as life-sustaining, life-supporting or implantable devices. Products that are approved through a pre-market approval application generally need FDA approval before they can be modified. Similarly, some modifications made to products cleared through a 510(k) may require a new 510(k). Both the 510(k) and pre-market approval processes can be expensive and lengthy and require the payment of significant fees, unless an exemption applies. The FDA’s 510(k) clearance process usually takes from three to twelve months, but may take longer. The process of obtaining a pre-market approval is much more costly and uncertain than the 510(k) clearance process and generally takes from one to three years, or longer, from the time the application is submitted to the FDA until an approval is obtained. The process of obtaining regulatory clearances or approvals to market a medical device can be costly and time consuming, and we may not be able to obtain these clearances or approvals on a timely basis, if at all.

In the United States, our currently commercialized products are marketed pursuant to pre-market clearance under Section 510(k) of the FDCA. If the FDA requires us to go through a lengthier, more rigorous examination for future products or modifications to existing products than we had expected, our product introductions or modifications could be delayed or canceled, which could cause our sales to decline. In addition, the FDA may determine that future products will require the more costly, lengthy and uncertain pre-market approval process. Although we do not currently market any devices under a pre-market approval, the FDA may demand that we obtain a pre-market approval prior to marketing certain of our future products. In addition, if the FDA disagrees with our determination that a product we currently market is subject to an exemption from pre-market review, the FDA may require us to submit a 510(k) or pre-market approval application in order to continue marketing the product. Further, even with respect to those future products where a pre-market approval is not required, we cannot assure you that we will be able to obtain the 510(k) clearances with respect to those products.

The FDA can delay, limit or deny clearance or approval of a device for many reasons, including:

- we may not be able to demonstrate to the FDA’s satisfaction that our products are safe and effective for their intended users;
- the data from our pre-clinical studies and clinical trials may be insufficient to support clearance or approval, where required; and
- the manufacturing process or facilities we use may not meet applicable requirements.

In addition, the FDA may change its clearance and approval policies, adopt additional regulations or revise existing regulations, or take other actions which may prevent or delay approval or clearance of our products under development or impact our ability to modify our currently approved or cleared products on a timely basis. For example, in response to industry and healthcare provider concerns regarding the predictability, consistency and rigor of the 510(k) regulatory pathway, the FDA initiated an evaluation of the program, and in January 2011, announced several proposed actions intended to reform the review process governing the clearance of medical devices. The FDA intends these reform actions to improve the efficiency and transparency of the clearance process, as well as bolster patient safety. Some of these proposals, if enacted, could impose additional regulatory requirements upon us which could delay our ability to obtain new 510(k) clearances, increase the costs of compliance or restrict our ability to maintain our current clearances. In addition, as part of the Food and Drug Administration Safety and Innovation Act, Congress reauthorized the Medical Device User

Fee Amendments with various FDA performance goal commitments and enacted several “Medical Device Regulatory Improvements” and miscellaneous reforms which are further intended to clarify and improve medical device regulation both pre- and post-market.

Medical devices may only be promoted and sold for the indications for which they are approved or cleared. In addition, even if the FDA has approved or cleared a product, it can take action affecting such product approvals or clearances if serious safety or other problems develop in the marketplace. Delays in obtaining clearances or approvals could adversely affect our ability to introduce new products or modifications to our existing products in a timely manner, which would delay or prevent commercial sales of our products. Additionally, the FDA and other regulatory authorities have broad enforcement powers. Regulatory enforcement or inquiries, or other increased scrutiny on us, could affect the perceived safety and efficacy of our products and dissuade our customers from using our products.

***If we modify our FDA cleared devices, we may need to seek additional clearances or approvals, which, if not granted, would prevent us from selling our modified products.***

Our Inogen One systems and Inogen At Home system have received pre-market clearance under Section 510(k) of the FDCA. The modifications made to our Inogen One G2 and Inogen One G3 systems represent non-significant modifications to the original Inogen One system, have the same indications for use, and are covered under our initial Inogen One 510(k) clearance. Any modifications to a 510(k)-cleared device that could significantly affect its safety or effectiveness, or would constitute a major change in its intended use, manufacture, design, components, or technology requires the submission and clearance of a new 510(k) pre-market notification or, possibly, pre-market approval. The FDA requires every manufacturer to make this determination in the first instance, but the FDA may review any manufacturer’s decision. The FDA may not agree with our decisions regarding whether new clearances or approvals are necessary. We have modified some of our 510(k) cleared products, and have determined based on our review of the applicable FDA guidance that in certain instances new 510(k) clearances or pre-market approval are not required. If the FDA disagrees with our determination and requires us to submit new 510(k) notifications or pre-market approval for modifications to our previously cleared products for which we have concluded that new clearances or approvals are unnecessary, we may be required to cease marketing or to recall the modified product until we obtain clearance or approval, and we may be subject to significant regulatory fines or penalties.

Furthermore, the FDA’s ongoing review of the 510(k) program may make it more difficult for us to make modifications to our previously cleared products, either by imposing more strict requirements on when a manufacturer must submit a new 510(k) for a modification to a previously cleared product, or by applying more onerous review criteria to such submissions. Specifically, pursuant to the Food and Drug Administration Safety and Innovation Act, which was signed into law in July 2012, the FDA was obligated to prepare a report for Congress on the FDA’s approach for determining when a new 510(k) will be required for modifications or changes to a previously cleared device. The FDA issued this report in 2014 and indicated that manufacturers should continue to adhere to the FDA’s 1997 Guidance on this topic when making a determination as to whether or not a new 510(k) is required for a change or modification to a device. However, the practical impact of the FDA’s continuing scrutiny of these issues remains unclear.

***If we fail to comply with FDA or state regulatory requirements, we can be subject to enforcement action.***

The regulations to which we are subject are complex and have become more stringent over time. Regulatory changes could result in restrictions on our ability to continue or expand our operations, higher than anticipated costs or lower than anticipated sales. Even after we have obtained the proper regulatory clearance or approval to market a product, we have ongoing responsibilities under FDA regulations. The FDA and state authorities have broad enforcement powers. Our failure to comply with applicable regulatory requirements could result in enforcement action by the FDA or state agencies, which may include any of the following sanctions:

- warning letters, fines, injunctions, consent decrees and civil penalties;
- recalls, termination of distribution, or seizure of our products;
- operating restrictions or partial suspension or total shutdown of production;
- delays in the introduction of products into the market;
- refusal to grant our requests for future 510(k) clearances or approvals of new products, new intended uses, or modifications to existing products;
- withdrawals or suspensions of current 510(k) clearances or approvals, resulting in prohibitions on sales of our products; and
- criminal prosecution.

Any of these sanctions could result in higher than anticipated costs or lower than anticipated sales and have a material adverse effect on our reputation, business, results of operations and financial condition.

***A recall of our products, either voluntarily or at the direction of the FDA or another governmental authority, or the discovery of serious safety issues with our products that leads to corrective actions, could have a significant adverse impact on us.***

Medical devices, such as our Inogen concentrators, can experience performance problems in the field that require review and possible corrective action by us or the product manufacturer. We cannot provide assurance that component failures, manufacturing errors, design defects and/or labeling inadequacies, which could result in an unsafe condition or injury to the operator or the patient will not occur. The FDA and similar foreign governmental authorities have the authority to require the recall of commercialized products in the event of material deficiencies or defects in design or manufacture of a product or in the event that a product poses an unacceptable risk to health. Manufacturers may also, under their own initiative, recall a product if any material deficiency in a device is found or withdraw a product to improve device performance or for other reasons. A government-mandated or voluntary recall by us or one of our distributors could occur as a result of an unacceptable risk to health, component failures, manufacturing errors, design or labeling defects or other deficiencies and issues. Similar regulatory agencies in other countries have similar authority to recall devices because of material deficiencies or defects in design or manufacture that could endanger health. Any recall would divert management attention and financial resources, could cause the price of our stock to decline and expose us to product liability or other claims and harm our reputation with customers. A recall involving our Inogen concentrators could be particularly harmful to our business, financial and operating results.

In addition, under the FDA's medical device reporting regulations, we are required to report to the FDA any incident in which our product may have caused or contributed to a death or serious injury or in which our product malfunctioned and, if the malfunction were to recur, would likely cause or contribute to death or serious injury. Repeated product malfunctions may result in a voluntary or involuntary product recall. Depending on the corrective action we take to redress a product's deficiencies or defects, the FDA may require, or we may decide, that we will need to obtain new approvals or clearances for the device before we may market or distribute the corrected device. Seeking such approvals or clearances may delay our ability to replace the recalled devices in a timely manner. Moreover, if we do not adequately address problems associated with our devices, we may face additional regulatory enforcement action, including FDA warning letters, product seizure, injunctions, administrative penalties, or civil or criminal fines. We may also be required to bear other costs or take other actions that may have a negative impact on our sales as well as face significant adverse publicity or regulatory consequences, which could harm our business, including our ability to market our products in the future.

Any adverse event involving our products, whether in the United States or abroad, could result in future voluntary corrective actions, such as recalls or customer notifications, or agency action, such as inspection, mandatory recall or other enforcement action. Any corrective action, whether voluntary or involuntary, as well as defending ourselves in a lawsuit, will require the dedication of our time and capital, distract management from operating our business and may harm our reputation and financial results.

***If we or our component manufacturers fail to comply with the FDA's Quality System Regulation, our manufacturing operations could be interrupted, and our product sales and operating results could suffer.***

We and our component manufacturers are required to comply with the FDA's Quality System Regulation, or QSR, which covers the procedures and documentation of the design, testing, production, control, quality assurance, labeling, packaging, sterilization, storage and shipping of our devices. The FDA audits compliance with the QSR through periodic announced and unannounced inspections of manufacturing and other facilities. We and our component manufacturers have been, and anticipate in the future being, subject to such inspections. Although we believe our manufacturing facilities and those of our component manufacturers are in compliance with the QSR, we cannot provide assurance that any future inspection will not result in adverse findings. If our manufacturing facilities or those of any of our component manufacturers or suppliers are found to be in violation of applicable laws and regulations, or we or our manufacturers or suppliers fail to take satisfactory corrective action in response to an adverse inspection, the FDA could take enforcement action, including any of the following sanctions:

- untitled letters, warning letters, fines, injunctions, consent decrees and civil penalties;
- customer notifications or repair, replacement, refunds, recall, detention or seizure of our products;
- operating restrictions or partial suspension or total shutdown of production;
- refusing or delaying our requests for 510(k) clearance or pre-market approval of new products or modified products;
- withdrawing 510(k) clearances or pre-market approvals that have already been granted;
- refusal to grant export approval for our products; or
- criminal prosecution.

Any of these sanctions could adversely affect our business, financial conditions and operating results.

Outside the United States, our products and operations are also often required to comply with standards set by industrial standards bodies, such as the International Organization for Standardization, or ISO. Foreign regulatory bodies may evaluate our products or the testing that our products undergo against these standards. The specific standards, types of evaluation and scope of review differ among foreign regulatory bodies. If we fail to adequately comply with any of these standards, a foreign regulatory body may take adverse actions similar to those within the power of the FDA. Any such action may harm our reputation and could have an adverse effect on our business, results of operations and financial condition.

***If we fail to obtain and maintain regulatory approval in foreign jurisdictions, our market opportunities will be limited.***

Approximately 19.3% and 23.2% of our revenue was from sales outside of the United States for the three months ended September 30, 2015 and September 30, 2014, respectively, and 22.6% and 20.9% for the nine months ended September 30, 2015 and September 30, 2014, respectively. As of September 30, 2015, we sold our products in 44 countries outside of the United States through distributors or directly to large “house” accounts. In order to market our products in the European Union or other foreign jurisdictions, we must obtain and maintain separate regulatory approvals and comply with numerous and varying regulatory requirements. The approval procedure varies from country to country and can involve additional testing. The time required to obtain approval abroad may be longer than the time required to obtain FDA clearance. The foreign regulatory approval process includes many of the risks associated with obtaining FDA clearance and we may not obtain foreign regulatory approvals on a timely basis, if at all. FDA clearance does not ensure approval by regulatory authorities in other countries, and approval by one foreign regulatory authority does not ensure approval by regulatory authorities in other foreign countries. However, the failure to obtain clearance or approval in one jurisdiction may have a negative impact on our ability to obtain clearance or approval elsewhere. If we do not obtain or maintain necessary approvals to commercialize our products in markets outside the United States, it would negatively affect our overall market penetration.

***We may be subject to fines, penalties or injunctions if we are determined to be promoting the use of our products for unapproved or “off-label” uses, resulting in damage to our reputation and business.***

Our promotional materials and training methods must comply with the FDA and other applicable laws and regulations, including the prohibition of the promotion of a medical device for a use that has not been cleared or approved by the FDA. Use of a device outside its cleared or approved indications is known as “off-label” use. Physicians may use our products off-label, as the FDA does not restrict or regulate a physician’s choice of treatment within the practice of medicine. If the FDA determines that our promotional materials or training constitutes promotion of an off-label use, it could request that we modify our training or promotional materials or subject us to regulatory or enforcement actions, which could have an adverse impact on our reputation and financial results.

***Failure to comply with the Federal Health Insurance Portability and Accountability Act of 1996, or HIPAA, the Health Information Technology for Economic and Clinical Health Act, or HITECH Act, and implementing regulations (including the final omnibus rule published on January 25, 2013) affecting the transmission, security and privacy of health information could result in significant penalties.***

Numerous federal and state laws and regulations, including HIPAA and the HITECH Act, govern the collection, dissemination, security, use and confidentiality of patient-identifiable health information. HIPAA and the HITECH Act require us to comply with standards for the use and disclosure of health information within our company and with third parties. The Privacy Standards and Security Standards under HIPAA establish a set of basic national privacy and security standards for the protection of individually identifiable health information by health plans, healthcare clearinghouses and certain healthcare providers, referred to as covered entities, and the business associates with whom such covered entities contract for services. Notably, whereas HIPAA previously directly regulated only these covered entities, the HITECH Act, which was signed into law as part of the stimulus package in February 2009, makes certain of HIPAA’s privacy and security standards also directly applicable to covered entities’ business associates. As a result, both covered entities and business associates are now subject to significant civil and criminal penalties for failure to comply with Privacy Standards and Security Standards.

HIPAA and the HITECH Act also include standards for common healthcare electronic transactions and code sets, such as claims information, plan eligibility, payment information and the use of electronic signatures, and privacy and electronic security of individually identifiable health information. Covered entities, such as healthcare providers, are required to conform to such transaction set standards pursuant to HIPAA.

HIPAA requires healthcare providers like us to develop and maintain policies and procedures with respect to protected health information that is used or disclosed, including the adoption of administrative, physical and technical safeguards to protect such information. The HITECH Act expands the notification requirement for breaches of patient-identifiable health information, restricts certain disclosures and sales of patient-identifiable health information and provides a tiered system for civil monetary penalties for HIPAA violations. The HITECH Act also increased the civil and criminal penalties that may be imposed against covered entities, business associates and possibly other persons and gave state attorneys general new authority to file civil actions for damages or injunctions in federal courts to enforce the federal HIPAA laws and seek attorney fees and costs associated with pursuing federal civil actions. Additionally, certain states have adopted comparable privacy and security laws and regulations, some of which may be more stringent than HIPAA.

If we do not comply with existing or new laws and regulations related to patient health information, we could be subject to criminal or civil sanctions. New health information standards, whether implemented pursuant to HIPAA, the HITECH Act, congressional action or otherwise, could have a significant effect on the manner in which we handle healthcare related data and communicate with payors, and the cost of complying with these standards could be significant.

The 2013 final HITECH omnibus rule modifies the breach reporting standard in a manner that will likely make more data security incidents qualify as reportable breaches. Any liability from a failure to comply with the requirements of HIPAA or the HITECH Act could adversely affect our financial condition. The costs of complying with privacy and security related legal and regulatory requirements are burdensome and could have a material adverse effect on our results of operations. These new provisions, as modified, will be subject to interpretation by various courts and other governmental authorities, thus creating potentially complex compliance issues for us, as well as our clients and strategic partners. In addition, we are unable to predict what changes to the HIPAA Privacy Standards and Security Standards might be made in the future or how those changes could affect our business. Any new legislation or regulation in the area of privacy and security of personal information, including personal health information, could also adversely affect our business operations.

***Regulations requiring the use of “standard transactions” for healthcare services issued under HIPAA may negatively impact our profitability and cash flows.***

Pursuant to HIPAA, final regulations have been implemented to improve the efficiency and effectiveness of the healthcare system by facilitating the electronic exchange of information in certain financial and administrative transactions while protecting the privacy and security of the information exchanged.

The HIPAA transaction standards are complex, and subject to differences in interpretation by third-party payors. For instance, some third-party payors may interpret the standards to require us to provide certain types of information, including demographic information not usually provided to us by physicians. As a result of inconsistent application of transaction standards by third-party payors or our inability to obtain certain billing information not usually provided to us by physicians, we could face increased costs and complexity, a temporary disruption in accounts receivable and ongoing reductions in reimbursements and net revenue. In addition, requirements for additional standard transactions, such as claims attachments or use of a national provider identifier, could prove technically difficult, time-consuming or expensive to implement, all of which could harm our business.

***If we fail to comply with state and federal fraud and abuse laws, including anti-kickback, false claims and anti-inducement laws, we could face substantial penalties and our business, operations, and financial condition could be adversely affected.***

The federal anti-kickback statute prohibits, among other things, knowingly and willfully offering, paying, soliciting or receiving remuneration to induce or in return for purchasing, leasing, ordering, or arranging for the purchase, lease or order of any healthcare item or service reimbursable under Medicare, Medicaid, or other federal financed healthcare programs. Although there are a number of statutory exceptions and regulatory safe harbors protecting certain common activities from prosecution, the exceptions and safe harbors are drawn narrowly, and any remuneration to or from a prescriber or purchaser of healthcare products or services may be subject to scrutiny if they do not qualify for an exception or safe harbor. Our practices may not in all cases meet all of the criteria for safe harbor protection from anti-kickback liability.

Federal false claims laws prohibit any person from knowingly presenting or causing to be presented a false claim for payment to the federal government, or knowingly making or causing to be made a false statement to get a false claim paid. The majority of states also have statutes or regulations similar to the federal anti-kickback law and false claims laws, which apply to items or services, reimbursed under Medicaid and other state programs, or, in several states, apply regardless of payor. These false claims statutes allow any person to bring suit in the name of the government alleging false and fraudulent claims presented to or paid by the government (or other violations of the statutes) and to share in any amounts paid by the entity to the government in fines or settlement. Such suits, known as *qui tam* actions, have increased significantly in the healthcare industry in recent years. Sanctions under these federal and state laws may include civil monetary penalties, exclusion of a manufacturer’s products from reimbursement under government

programs, criminal fines and imprisonment. In addition, the recently enacted Patient Protection and Affordable Care Act, among other things, amends the intent requirement of the federal anti-kickback and criminal healthcare fraud statutes. A person or entity no longer needs to have actual knowledge of this statute or specific intent to violate it. In addition, the Patient Protection and Affordable Care Act provides that the government may assert that a claim including items or services resulting from a violation of the federal anti-kickback statute constitutes a false or fraudulent claim for purposes of the false claims statutes. Because of the breadth of these laws and the narrowness of the safe harbors and exceptions, it is possible that some of our business activities could be subject to challenge under one or more of such laws. Such a challenge, regardless of the outcome, could have a material adverse effect on our business, business relationships, reputation, financial condition and results of operations.

The Patient Protection and Affordable Care Act also imposes new reporting and disclosure requirements on device and drug manufacturers for any “transfer of value” made or distributed to prescribers and other healthcare providers. Device and drug manufacturers will also be required to report and disclose any investment interests held by physicians and their immediate family members during the preceding calendar year. Failure to submit required information may result in civil monetary penalties of up to an aggregate of \$0.15 million per year (and up to an aggregate of \$1.0 million per year for “knowing failures”), for all payments, transfers of value or ownership or investment interests not reported in an annual submission. As of August 1, 2013, manufacturers are required to collect data, and were required to submit their first data reports to the Centers for Medicare & Medicaid Services by March 31, 2014 and by the 90th day of each calendar year thereafter.

In addition, there has been a recent trend of increased federal and state regulation of payments made to physicians. Certain states, mandate implementation of compliance programs and/or the tracking and reporting of gifts, compensation and other remuneration to physicians. The shifting compliance environment and the need to build and maintain robust and expandable systems to comply with different compliance and/or reporting requirements in multiple jurisdictions increase the possibility that a healthcare company may violate one or more of the requirements.

The Federal Civil Monetary Penalties Law prohibits the offering or giving of remuneration to a Medicare or Medicaid beneficiary that the person knows or should know is likely to influence the beneficiary’s selection of a particular supplier of items or services reimbursable by a Federal or state governmental healthcare program. We sometimes offer customers various discounts and other financial incentives in connection with the sales of our products. While it is our intent to comply with all applicable laws, the government may find that our marketing activities violate the Civil Monetary Penalties Law. If we are found to be in noncompliance, we could be subject to civil money penalties of up to \$0.01 million for each wrongful act, assessment of three times the amount claimed for each item or service and exclusion from the federal or state healthcare programs.

The scope and enforcement of each of these laws is uncertain and subject to rapid change in the current environment of healthcare reform, especially in light of the lack of applicable precedent and regulations. If our operations are found to be in violation of any of the laws described above or any other government regulations that apply to us, we may be subject to penalties, including civil and criminal penalties, damages, fines and the curtailment or restricting of our operations. Any penalties, damages, fines, curtailment or restructuring or our operations could harm our ability to operate our business and our financial results. Any action against us for violation of these laws, even if we successfully defend against it, could cause us to incur significant legal expenses and divert our management’s attention from operation of our business. Moreover, achieving and sustaining compliance with applicable federal and state fraud laws may prove costly.

***Foreign governments tend to impose strict price controls, which may adversely affect our future profitability.***

As of September 30, 2015 we sold our products in 44 countries outside the United States through distributors or directly to large “house” accounts. In some foreign countries, particularly in the European Union, the pricing of medical devices is subject to governmental control. In these countries, pricing negotiations with governmental authorities can take considerable time after the receipt of marketing approval for a product. To obtain reimbursement or pricing approval in some countries, we may be required to supply data that compares the cost-effectiveness of our Inogen One systems and our Inogen At Home to other available oxygen therapies. If reimbursement of our products is unavailable or limited in scope or amount, or if pricing is set at unsatisfactory levels, it may not be profitable to sell our products in certain foreign countries, which would negatively affect the long-term growth of our business.

***Our business activities involve the use of hazardous materials, which require compliance with environmental and occupational safety laws regulating the use of such materials. If we violate these laws, we could be subject to significant fines, liabilities or other adverse consequences.***

Our research and development programs as well as our manufacturing operations involve the controlled use of hazardous materials. Accordingly, we are subject to federal, state and local laws governing the use, handling and disposal of these materials. Although we believe that our safety procedures for handling and disposing of these materials comply in all material respects with the standards prescribed by state and federal regulations, we cannot completely eliminate the risk of accidental contamination or injury from these materials. In the event of an accident or failure to comply with environmental laws, we could be held liable for resulting damages, and any such liability could exceed our insurance coverage.

### **Risks related to our intellectual property**

***If we are unable to secure and maintain patent or other intellectual property protection for the intellectual property used in our products, we will lose a significant competitive advantage, which may adversely affect our future profitability.***

Our commercial success depends, in part, on obtaining and maintaining patent and other intellectual property protection for the technologies used in our products. The patent positions of medical device companies, including ours, can be highly uncertain and involve complex and evolving legal and factual questions. Furthermore, we might in the future opt to license intellectual property from other parties. If we, or the other parties from whom we would license intellectual property, fail to obtain and maintain adequate patent or other intellectual property protection for intellectual property used in our products, or if any protection is reduced or eliminated, others could use the intellectual property used in our products, resulting in harm to our competitive business position. In addition, patent and other intellectual property protection may not:

- prevent our competitors from duplicating our products;
- prevent our competitors from gaining access to our proprietary information and technology; or
- permit us to gain or maintain a competitive advantage.

***Any of our patents may be challenged, invalidated, circumvented or rendered unenforceable. We cannot provide assurance that we will be successful should one or more of our patents be challenged for any reason. If our patent claims are rendered invalid or unenforceable, or narrowed in scope, the patent coverage afforded our products could be impaired, which could make our products less competitive.***

As of September 30, 2015, we had five pending U.S. patent applications (of which two have received notices of allowance), twenty seven issued U.S. patents and one issued Canadian patent relating to the design and construction of our oxygen concentrators and our intelligent delivery technology. We cannot specify which of these patents individually or as a group will permit us to gain or maintain a competitive advantage. U.S. patents and patent applications may be subject to interference proceedings, and U.S. patents may be subject to re-examination, *inter partes* review, post-grant review, and derivation proceedings in the U.S. Patent and Trademark Office. Foreign patents may be subject to opposition or comparable proceedings in the corresponding foreign patent offices. Any of these proceedings could result in loss of the patent or denial of the patent application, or loss or reduction in the scope of one or more of the claims of the patent or patent application. Changes in either patent laws or in interpretations of patent laws may also diminish the value of our intellectual property or narrow the scope of our protection. Interference, re-examination, *inter partes* review, and opposition proceedings may be costly and time consuming, and we, or the other parties from whom we might potentially license intellectual property, may be unsuccessful in defending against such proceedings. Thus, any patents that we own or might license may provide limited or no protection against competitors. In addition, our pending patent applications and those we may file in the future may have claims narrowed during prosecution or may not result in patents being issued. Even if any of our pending or future applications are issued, they may not provide us with adequate protection or any competitive advantages. Our patents and patent applications are directed to particular aspects of our products. Other parties may develop and obtain patent protection for more effective technologies, designs or methods for oxygen therapy. If these developments were to occur, it would likely have an adverse effect on our sales. Our ability to develop additional patentable technology is also uncertain.

Non-payment or delay in payment of patent fees or annuities, whether intentional or unintentional, may also result in the loss of patents or patent rights important to our business. Many countries, including certain countries in Europe, have compulsory licensing laws under which a patent owner may be compelled to grant licenses to other parties. In addition, many countries limit the enforceability of patents against other parties, including government agencies or government contractors. In these countries, the patent owner may have limited remedies, which could materially diminish the value of the patent. In addition, the laws of some foreign countries do not protect intellectual property rights to the same extent as do the laws of the United States, particularly in the field of medical products and procedures.

***Our products could infringe the intellectual property rights of others, which may lead to patent and other intellectual property litigation that could itself be costly, could result in the payment of substantial damages or royalties, prevent us from using technology that is essential to our products, and/or force us to discontinue selling our products.***

The medical device industry in general has been characterized by extensive litigation and administrative proceedings regarding patent infringement and intellectual property rights. Our competitors hold a significant number of patents relating to oxygen therapy devices and products. From time to time, we have commenced litigation to enforce our intellectual property rights. For example, we have pursued litigation against Inova Labs Inc. for infringement of two of our patents seeking damages, injunctive relief, costs, and attorneys' fees. An adverse decision in this action or in any other legal action could limit our ability to assert our intellectual property rights, limit the value of our technology or otherwise negatively impact our business, financial condition and results of operations.

Monitoring unauthorized use of our intellectual property is difficult and costly. Unauthorized use of our intellectual property may have occurred or may occur in the future. Although we have taken steps to minimize the risk of this occurring, any such failure to identify unauthorized use and otherwise adequately protect our intellectual property would adversely affect our business. Moreover, if we are required to commence litigation, whether as a plaintiff or defendant as has occurred with Inova Labs Inc., not only will this be time-consuming, but we will also be forced to incur significant costs and divert our attention and efforts of our employees, which could, in turn, result in lower revenue and higher expenses.

We cannot provide assurance that our products or methods do not infringe the patents or other intellectual property rights of third parties and if our business is successful, the possibility may increase that others will assert infringement claims against us.

Determining whether a product infringes a patent involves complex legal and factual issues, and the outcome of a patent litigation action is often uncertain. We have not conducted an extensive search of patents issued or assigned to other parties, including our competitors, and no assurance can be given that patents containing claims covering our products, parts of our products, technology or methods do not exist, have not been filed or could not be filed or issued. Because of the number of patents issued and patent applications filed in our technical areas, our competitors or other parties may assert that our products and the methods we employ in the use of our products are covered by U.S. or foreign patents held by them. In addition, because patent applications can take many years to issue and because publication schedules for pending applications vary by jurisdiction and some companies opt not to publish their patent applications, there may be applications now pending of which we are unaware and which may result in issued patents that our current or future products infringe. Also, because the claims of published patent applications can change between publication and patent grant, there may be published patent applications that may ultimately issue with claims that we infringe. There could also be existing patents that one or more of our products or parts may infringe and of which we are unaware. As the number of competitors in the market for oxygen products and as the number of patents issued in this area grows, the possibility of patent infringement claims against us increases. In certain situations, we may determine that it is in our best interests to voluntarily challenge a party's products or patents in litigation or other proceedings, including patent re-examinations, or *inter partes* reviews. As a result, we may become involved in unwanted litigation that could be costly, result in diversion of management's attention, require us to pay damages and force us to discontinue selling our products.

Infringement and other intellectual property claims and proceedings brought against us, whether successful or not, could result in substantial costs and harm to our reputation. Such claims and proceedings can also distract and divert management and key personnel from other tasks important to the success of the business. We cannot be certain that we will successfully defend against allegations of infringement of patents and intellectual property rights of others. In the event that we become subject to a patent infringement or other intellectual property lawsuit and if the other party's patents or other intellectual property were upheld as valid and enforceable and we were found to infringe the other party's patents or violate the terms of a license to which we are a party, we could be required to do one or more of the following:

- cease selling or using any of our products that incorporate the asserted intellectual property, which would adversely affect our revenue;
- pay damages for past use of the asserted intellectual property, which may be substantial;
- obtain a license from the holder of the asserted intellectual property, which license may not be available on reasonable terms, if at all, and which could reduce profitability; and
- redesign or rename, in the case of trademark claims, our products to avoid infringing the intellectual property rights of third parties, which may not be possible and could be costly and time-consuming if it is possible to do so.

***If we are unable to prevent unauthorized use or disclosure of trade secrets, unpatented know-how and other proprietary information, our ability to compete will be harmed.***

We rely on a combination of trade secrets, copyrights, trademarks, confidentiality agreements and other contractual provisions and technical security measures to protect certain aspects of our technology, especially where we do not believe that patent protection is appropriate or obtainable. We require our employees and consultants to execute confidentiality agreements in connection with their employment or consulting relationships with us. We also require our employees and consultants to disclose and assign to us all inventions conceived during the term of their employment or engagement while using our property or that relate to our business. We also require our corporate partners, outside scientific collaborators and sponsored researchers, advisors and others with access to our confidential information to sign confidentiality agreements. We also have taken precautions to initiate reasonable safeguards to protect our information technology systems. However, these measures may not be adequate to safeguard our proprietary intellectual property and conflicts may, nonetheless, arise regarding ownership of inventions. Such conflicts may lead to the loss or impairment of our intellectual property or to expensive litigation to defend our rights against competitors who may be better funded and have superior resources. Our employees, consultants, contractors, outside clinical collaborators and other advisors may unintentionally or willfully disclose our confidential information to competitors. In addition, confidentiality agreements may be unenforceable or may not provide an adequate remedy in the event of unauthorized disclosure. Enforcing a claim that a third party illegally obtained and is using our trade secrets is expensive and time-consuming, and the outcome is unpredictable. Moreover, our competitors may independently develop equivalent knowledge, methods and know-how. Unauthorized parties may also attempt to copy or reverse engineer certain aspects of our products that we consider proprietary, and in such cases we could not assert any trade secret rights against such party. As a result, other parties may be able to use our proprietary technology or information, and our ability to compete in the market would be harmed.

“Inogen,” “Inogen One,” “Inogen One G2,” “Inogen One G3,” “Oxygenation,” “Live Life in Moments, not Minutes,” “Never Run Out of Oxygen,” “Oxygen Therapy on Your Terms,” “Oxygen.Anytime.Anywhere,” “Reclaim Your Independence,” “Intelligent Delivery Technology,” “Inogen At Home,” and the Inogen design are trademarks or registered trademarks with the United States Patent and Trademark Office of Inogen, Inc. “Inogen One G3” is a pending application with the United States Patent and Trademark Office. We own trademark registrations for the mark “Inogen” in Australia, Canada, South Korea, Mexico, and Europe (European Community registration). We own pending applications for “Inogen” in Japan and South Korea, and we own a pending application for “イノジェン” in Japan. We own trademark registrations for the mark “Inogen One” in Australia, Canada, China, South Korea, Mexico, and Europe (European Community registration). We own trademark registrations for the mark “Satellite Conserver” in Canada and China. We own a trademark registration for the mark “Inogen At Home” in Europe (European Community Registration). Other service marks, trademarks, and trade names referred to in this Quarterly Report on Form 10-Q are the property of their respective owners.

***We may be subject to damages resulting from claims that our employees or we have wrongfully used or disclosed alleged trade secrets of other companies.***

Many of our employees were previously employed at other medical device companies focused on the development of oxygen therapy products, including our competitors. Although no claims against us are currently pending, we may be subject to claims that these employees or we have inadvertently or otherwise used or disclosed trade secrets or other proprietary information of their former employers. Litigation may be necessary to defend against these claims. If we fail in defending such claims, in addition to paying monetary damages, we may lose valuable intellectual property rights. Even if we are successful in defending against these claims, litigation could result in substantial costs, damage to our reputation and be a distraction to management.

#### **Risks related to being a public company**

***We will incur increased costs as a result of operating as a public company and our management will be required to devote substantial time to new compliance initiatives and corporate governance practices.***

On February 20, 2014 we completed our initial public offering. As a public company, and increasingly after we are no longer an “emerging growth company,” we will incur significant legal, accounting and other expenses that we did not incur as a private company. In addition, the Sarbanes-Oxley Act and rules subsequently implemented by the SEC and the NASDAQ Global Select Market impose numerous requirements on public companies, including establishment and maintenance of effective disclosure and financial controls and corporate governance practices. Also, the Securities Exchange Act of 1934, as amended, or the Exchange Act, requires, among other things, that we file annual, quarterly and current reports with respect to our business and operating results. Our management and other personnel will need to devote a substantial amount of time to compliance with these laws and regulations. These requirements have increased and will continue to increase our legal, accounting, and financial compliance costs and have made and will continue to make some activities more time consuming and costly. For example, we expect these rules and regulations to make it more difficult and more expensive for us to obtain director and officer liability insurance, and we may be required to incur

substantial costs to maintain the same or similar coverage. These rules and regulations could also make it more difficult for us to attract and retain qualified persons to serve on our board of directors or our board committees or as executive officers.

Overall, we estimate that our incremental costs resulting from operating as a public company, including compliance with these rules and regulations, may be between \$1.5 million and \$3.0 million per year. However, these rules and regulations are often subject to varying interpretations, in many cases due to their lack of specificity, and, as a result, their application in practice may evolve over time as new guidance is provided by regulatory and governing bodies. This could result in continuing uncertainty regarding compliance matters and higher costs necessitated by ongoing revisions to disclosure and governance practices.

The Sarbanes-Oxley Act requires, among other things, that we assess the effectiveness of our internal control over financial reporting annually and the effectiveness of our disclosure controls and procedures quarterly. In particular, Section 404(a) of the Sarbanes-Oxley Act, or Section 404(a), will require us to perform system and process evaluation and testing of our internal control over financial reporting to allow management to report on the effectiveness of our internal control over financial reporting. Section 404(b) of Sarbanes-Oxley Act, or Section 404(b), also requires our independent registered public accounting firm to attest to the effectiveness of our internal control over financial reporting. As an “emerging growth company” we expect to avail ourselves of the exemption from the requirement that our independent registered public accounting firm attest to the effectiveness of our internal control over financial reporting under Section 404(b). However, we may no longer avail ourselves of this exemption when we are no longer an “emerging growth company.” When our independent registered public accounting firm is required to undertake an assessment of our internal control over financial reporting, the cost of our compliance with Section 404(b) will correspondingly increase. Our compliance with applicable provisions of Section 404 will require that we incur substantial accounting expense and expend significant management time on compliance-related issues as we implement additional corporate governance practices and comply with reporting requirements.

Furthermore, investor perceptions of our company may suffer if deficiencies are found, and this could cause a decline in the market price of our stock. Irrespective of compliance with Section 404, any failure of our internal control over financial reporting could have a material adverse effect on our stated operating results and harm our reputation. If we are unable to implement these requirements effectively or efficiently, it could harm our operations, financial reporting, or financial results and could result in an adverse opinion on our internal controls from our independent registered public accounting firm.

***We have identified a material weakness in our internal control over financial reporting. If we do not effectively remediate the material weakness in our internal control over financial reporting, we may not be able to accurately report our financial results or file our periodic reports in a timely manner, which may cause investors to lose confidence in our reported financial information and may lead to a decline in the market price of our stock.***

Effective internal control over financial reporting is necessary for us to provide reliable financial reports in a timely manner. As we disclosed in our Annual Report on Form 10-K for the period ended December 31, 2014, and our Quarterly Reports on Form 10-Q for the periods ended March 31, 2015 and June 30, 2015, we have identified a material weakness with respect to internal control over the review of sales order documentation supporting our direct-to-customer sales and rentals prior to revenue recognition. A material weakness is a deficiency, or a combination of deficiencies, in internal control over financial reporting, such that there is a reasonable possibility that a material misstatement of our annual or interim financial statements will not be prevented or detected in a timely manner. The primary factors contributing to this material weakness were the improper use of technology to simulate medical documentation and absence of sufficient monitoring controls over illegitimate delivery of medical documentation.

We commenced measures to remediate the identified material weakness during the first quarter of 2015 and continued those measures throughout the third quarter of 2015. Steps we have taken to remediate the material weakness in our internal control over financial reporting of revenue include: implementation of a combination of new and revised control procedures in our order review process and compliance program, supplemented document retention policies on sales documentation, additional quarterly screening through data analytics to confirm compliance with our policies, and improved processes and controls in our customer relationship management software system.

If one or more material weaknesses persist or if we fail to establish and maintain effective internal control over financial reporting, our ability to timely and accurately report our financial results could be adversely affected. Although internal control enhancements have been implemented and remediation efforts are in progress, we cannot assure you that these efforts will fully remediate our material weakness in a timely manner, or at all, or that our registered public accounting firm will always be able to attest that such internal controls are effective when they are required to do so.

Although we believe these control enhancements will be effective once fully implemented, our management, internal audit department and independent registered public accounting firm have not performed an evaluation of our internal control effectiveness over financial reporting during any period in accordance with the provisions of the Sarbanes-Oxley Act. Had management, the internal

audit department and our independent registered public accounting firm performed an evaluation of our internal control over financial reporting in accordance with the provisions of the Sarbanes-Oxley Act, additional control deficiencies amounting to material weaknesses may have been identified. As long as we qualify as an “emerging growth company” as defined by the Jumpstart Our Business Startups Act of 2012, we will not be required to obtain an auditor’s attestation report on our internal controls in future annual reports on Form 10-K as otherwise required by Section 404(b) of the Sarbanes-Oxley Act. Our qualification as an emerging growth company may last for up to five years following our February 2014 initial public offering.

If our efforts to remediate this material weakness are not successful or if other deficiencies occur, our ability to accurately and timely report our financial position, results of operations, cash flows or key operating metrics could be impaired, which could result in late filings of our annual and quarterly reports under the Exchange Act, restatements of our financial statements or other corrective disclosures. Additional impacts could include a decline in our stock price, suspension of trading or delisting of our common stock by NASDAQ Global Select Market, or other material adverse effects on our business, reputation, results of operations, financial condition or liquidity. Furthermore, if we continue to have this existing material weakness or other material weaknesses or significant deficiencies in the future, it could create a perception that our financial results do not fairly state our financial condition or results of operations. Any of the foregoing could have an adverse effect on the value of our stock.

***We are an “emerging growth company” and the reduced disclosure requirements applicable to emerging growth companies may make our common stock less attractive to investors.***

We are an “emerging growth company,” as defined in the 2012 Jumpstart Our Business Startups (JOBS) Act, and we may take advantage of certain exemptions from various reporting requirements that are applicable to other public companies that are not emerging growth companies including, but not limited to, not being required to comply with the auditor attestation requirements of Section 404 of the Sarbanes-Oxley Act, reduced financial disclosure obligations, reduced disclosure obligations regarding executive compensation in our periodic reports and proxy statements, and exemptions from the requirements of holding a nonbinding advisory vote on executive compensation and any golden parachute payments not previously approved. We may take advantage of these provisions for up to five years or such earlier time that we are no longer an emerging growth company. We would cease to be an emerging growth company upon the earliest to occur of: the last day of the fiscal year in which we have more than \$1.0 billion in annual revenue; the date we qualify as a large accelerated filer, with at least \$700 million of equity securities held by non-affiliates; the issuance, in any three-year period, by us of more than \$1.0 billion in non-convertible debt securities; and the last day of the fiscal year ending after the fifth anniversary of our initial public offering. We may choose to take advantage of some but not all of these reduced reporting burdens. If we take advantage of any of these reduced reporting burdens in future filings, the information that we provide our security holders may be different than you might get from other public companies in which you hold equity interests. In addition, the JOBS Act provides that an emerging growth company can take advantage of an extended transition period for complying with new or revised accounting standards, delaying the adoption of these accounting standards until they would apply to private companies. We have elected to avail ourselves of this exemption and, as a result, our financial statements may not be comparable to the financial statements of issuers who are required to comply with the effective dates for new or revised accounting standards that are applicable to public companies. We cannot predict if investors will find our common stock less attractive because we may rely on these exemptions. If some investors find our common stock less attractive as a result, there may be a less active trading market for our common stock and our stock price may be reduced or more volatile.

#### **Risks related to our common stock**

***We expect that our stock price will fluctuate significantly, you may have difficulty selling your shares, and you could lose all or part of your investment.***

Prior to our initial public offering, there was no public market for shares of our common stock. We cannot predict the extent to which investor interest in our company will lead to the development of an active trading market on the NASDAQ Global Select Market or otherwise or how liquid that market might become. If an active trading market does not develop, you may have difficulty selling any of our shares of common stock that you buy. In addition, the trading price of our common stock may be highly volatile and could be subject to wide fluctuations in response to various factors, some of which are beyond our control. These factors include:

- actual or anticipated quarterly variation in our results of operations or the results of our competitors;
- announcements of secondary offerings;
- announcements by us or our competitors of new commercial products, significant contracts, commercial relationships or capital commitments;
- issuance of new or changed securities analysts’ reports or recommendations for our stock;
- developments or disputes concerning our intellectual property or other proprietary rights;

- commencement of, or our involvement in, litigation;
- market conditions in the oxygen therapy market;
- reimbursement or legislative changes in the oxygen therapy market;
- failure to complete significant sales;
- manufacturing disruptions that could occur if we were unable to successfully expand our production in our current or an alternative facility;
- any future sales of our common stock or other securities;
- any major change to the composition of our board of directors or management;
- the other factors described in this “Risk Factors” section; and
- general economic conditions and slow or negative growth of our markets.

The stock market in general and market prices for the securities of technology-based companies like ours in particular, have from time to time experienced volatility that often has been unrelated to the operating performance of the underlying companies. A certain degree of stock price volatility can be attributed to being a newly public company. These broad market and industry fluctuations may adversely affect the market price of our common stock, regardless of our operating performance. In several recent situations where the market price of a stock has been volatile, holders of that stock have instituted securities class action litigation against the company that issued the stock. If any of our stockholders were to bring a lawsuit against us, the defense and disposition of the lawsuit could be costly and divert the time and attention of our management and harm our operating results.

***If securities or industry analysts do not publish research or publish unfavorable research about our business, our stock price and trading volume could decline.***

The trading market for our common stock will rely in part on the research and reports that equity research analysts publish about us and our business. We will not have any control of the analysts or the content and opinions included in their reports. The price of our stock could decline if one or more equity research analysts downgrade our stock or issue other unfavorable commentary or research. If one or more equity research analysts ceases coverage of our company or fails to publish reports on us regularly, demand for our stock could decrease, which in turn could cause our stock price or trading volume to decline.

***Future sales of shares could cause our stock price to decline.***

Our stock price could decline as a result of sales of a large number of shares of our common stock or the perception that these sales could occur. These sales, or the possibility that these sales may occur, also might make it more difficult for us to sell equity securities in the future at a time and at a price that we deem appropriate.

As of September 30, 2015, one holder of approximately 3.5 million shares, or approximately 18.1%, of our outstanding shares, has rights, subject to some conditions, to require us to file registration statements covering the sale of their shares or to include their shares in registration statements that we may file for ourselves or other stockholders. We have also registered the offer and sale of all shares of common stock that we may issue under our equity compensation plans.

In addition, in the future, we may issue additional shares of common stock or other equity or debt securities convertible into common stock in connection with a financing, acquisition, litigation settlement, and employee arrangements or otherwise. Any such issuance could result in substantial dilution to our existing stockholders and could cause our stock price to decline.

***Our directors, executive officers and principal stockholders will continue to have substantial control over us and could limit your ability to influence the outcome of key transactions, including changes of control.***

As of September 30, 2015, our executive officers, directors and stockholders who owned more than 5% of our outstanding common stock and their respective affiliates beneficially owned or controlled approximately 22.2% of the outstanding shares of our common stock. Accordingly, these executive officers, directors and stockholders who owned more than 5% of our outstanding common stock and their respective affiliates, acting as a group, have substantial influence over the outcome of corporate actions requiring stockholder approval, including the election of directors, any merger, consolidation or sale of all or substantially all of our assets or any other significant corporate transactions. These stockholders may also delay or prevent a change of control of us, even if such a change of control would benefit our other stockholders. The significant concentration of stock ownership may adversely affect the trading price of our common stock due to investors’ perception that conflicts of interest may exist or arise.

***Anti-takeover provisions in our charter documents and under Delaware law could make an acquisition of us, which may be beneficial to our stockholders, more difficult and may prevent attempts by our stockholders to replace or remove our current management and limit the market price of our common stock.***

Provisions in our certificate of incorporation and bylaws may have the effect of delaying or preventing a change of control or changes in our management. Our amended and restated certificate of incorporation and amended and restated bylaws include provisions that:

- authorize our board of directors to issue, without further action by the stockholders, up to 10,000,000 shares of undesignated preferred stock;
- require that any action to be taken by our stockholders be effected at a duly called annual or special meeting and not by written consent;
- specify that special meetings of our stockholders can be called only by our board of directors, the Chairman of the board of directors, or the Chief Executive Officer;
- establish an advance notice procedure for stockholder approvals to be brought before an annual meeting of our stockholders, including proposed nominations of persons for election to our board of directors;
- establish that our board of directors is divided into three classes, Class I, Class II and Class III, with each class serving staggered three year terms;
- provide that our directors may be removed only for cause;
- provide that vacancies on our board of directors may be filled only by a majority of directors then in office, even though less than a quorum;
- specify that no stockholder is permitted to cumulate votes at any election of directors; and
- require a super-majority of votes to amend certain of the above-mentioned provisions.

These provisions may frustrate or prevent any attempts by our stockholders to replace or remove our current management by making it more difficult for stockholders to replace members of our board of directors, which is responsible for appointing the members of our management. In addition, because we are incorporated in Delaware, we are governed by the provisions of Section 203 of the Delaware General Corporation Law, which limits the ability of stockholders owning in excess of 15% of our outstanding voting stock to merge or combine with us.

***We continue to retain broad discretion in the use of the net proceeds from our initial public offering and may not use them effectively.***

We continue to retain broad discretion in the application of the net proceeds from our initial public offering and could spend the proceeds in ways that do not improve our results of operations or enhance the value of our common stock. We might not be able to yield a significant return, if any, on any investment of these net proceeds from the initial public offering. Stockholders will not have the opportunity to influence our management's decisions on how to use the net proceeds, and our failure to apply these funds effectively could have a material adverse effect on our business and cause the price of our common stock to decline.

***We have never paid dividends on our capital stock, and we do not anticipate paying any cash dividends in the foreseeable future.***

We have paid no cash dividends on any of our classes of capital stock to date, have contractual restrictions against paying cash dividends and currently intend to retain our future earnings to fund the development and growth of our business. As a result, capital appreciation, if any, of our common stock will be your sole source of gain for the foreseeable future.

## **Item 2. Unregistered Sales of Equity Securities and Use of Proceeds**

### ***Unregistered Sales of Equity Securities***

None.

### ***Issuer Purchases of Equity Securities***

We did not repurchase any shares of our common stock during the three or nine months ended September 30, 2015 and September 30, 2014.

### ***Use of Proceeds from Initial Public Offering, or (IPO), of Common Stock***

On February 20, 2014, we sold 3,529,411 shares in our IPO at a price to the public of \$16.00 per share. Additionally, the selling stockholders sold 981,902 shares of common stock (882,352 upon the IPO, and 99,550 of which were sold pursuant to a 30-day option granted to the underwriters). The offering closed on February 20, 2014, as a result of which we received net proceeds of approximately \$52.5 million after underwriting discounts of approximately \$3.9 million, but before offering expenses of approximately \$2.8 million. We did not receive any proceeds from the shares sold by the selling stockholders. J.P. Morgan acted as sole book-running manager for the offering, Leerink Partners acted as lead manager, and William Blair and Stifel acted as co-managers. No payments for such expenses were made directly or indirectly to (i) any of our officers or directors or their associates, (ii) any persons owning 10% or more of any class of our equity securities, or (iii) any of our affiliates. There has been no material change in the planned use of proceeds from our initial public offering as described in our final prospectus filed with the SEC pursuant to Rule 424(b) under the Securities Act on Use of Proceeds from Initial Public Offering of Common Stock.

### **Item 3. Defaults Upon Senior Securities**

None.

### **Item 4. Mine Safety Disclosures**

Not applicable.

### **Item 5. Other Information**

On November 5, 2015, upon recommendations made by the Compensation, Nominating and Governance Committee, the independent members of the Board of Directors of the Company approved an increase in the base salary and bonus target for certain of the Company's named executive officers, effective January 1, 2016, as follows:

| <b>Name and principal position</b>  | <b>2015 Base Salary (\$)</b> | <b>2016 Base Salary (\$)</b> | <b>2015 Bonus Target % of Base Salary</b> | <b>2016 Bonus Target % of Base Salary</b> |
|---|------------------------------|------------------------------|---|---|
| Raymond Huggenberger <i>President and Chief Executive Officer</i>                     | \$ 475,000                   | \$ 550,000                   | 70%                                       | 75%                                       |
| Scott Wilkinson <i>Executive Vice President, Sales and Marketing</i>                  | \$ 275,000                   | \$ 335,000                   | 40%                                       | 60%                                       |
| Alison Bauerlein <i>Executive Vice President, Finance and Chief Financial Officer</i> | \$ 290,000                   | \$ 325,000                   | 40%                                       | 40%                                       |

**Item 6. Exhibits**

| <b>Exhibit Number</b> | <b>Description</b>  |
|-----------------------|---|
| 10.1†                 | Employment and Severance Agreement, dated August 21, 2015, between the Registrant and Byron Myers   |
| 31.1                  | Certification Pursuant to Exchange Act Rules 13a – 14(a) and 15d – 14(a), as Adopted Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002 of Chief Executive Officer |
| 31.2                  | Certification Pursuant to Exchange Act Rules 13a – 14(a) and 15d – 14(a), as Adopted Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002 of Chief Financial Officer |
| 32.1(1)               | Certification Pursuant to 18 U.S.C. Section 1350, as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 of Chief Executive Officer                         |
| 32.2(1)               | Certification Pursuant to 18 U.S.C. Section 1350, as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 of Chief Financial Officer                         |
| 101.INS               | XBRL Instance Document  |
| 101.SCH               | XBRL Taxonomy Extension Schema Document   |
| 101.CAL               | XBRL Taxonomy Extension Calculation Linkbase Document   |
| 101.LAB               | XBRL Taxonomy Extension Label Linkbase Document   |
| 101.PRE               | XBRL Taxonomy Extension Presentation Linkbase Document  |
| 101.DEF               | XBRL Taxonomy Extension Definition Document   |

(1) The Certifications attached as Exhibits 32.1 and 32.2 that accompany this Quarterly Report on Form 10-Q are not deemed filed with the Securities and Exchange Commission and are not to be incorporated by reference into any filing of Inogen, Inc. under the Securities Act of 1933, as amended, or the Securities Exchange Act of 1934, as amended, whether made before or after the date of this Quarterly Report on Form 10-Q, irrespective of any general incorporation language contained in such filing.

† Indicates a management contract or compensatory plan or arrangement.

**SIGNATURES**

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

INOGEN, INC.

Dated: November 10, 2015

By: /s/ Raymond Huggenberger  
Raymond Huggenberger  
President and Chief Executive Officer  
*(Principal Executive Officer)*

Dated: November 10, 2015

By: /s/ Alison Bauerlein  
Alison Bauerlein  
Chief Financial Officer  
Executive Vice President, Finance  
Secretary and Treasurer  
*(Principal Financial and Accounting Officer)*

INOGEN, INC.EMPLOYMENT AND SEVERANCE AGREEMENT

This EMPLOYMENT AND SEVERANCE AGREEMENT (this “Agreement”), is made and effective as of August 21<sup>st</sup>, 2015 (the “Effective Date”), by and between Inogen, Inc., a Delaware corporation (the “Company”), and Byron Myers (the “Executive”).

WITNESSETH:

WHEREAS, the Company desires to enter into this Agreement embodying the terms of Executive’s employment from and after the Effective Date and Executive desires to enter into this Agreement, and to provide the terms of severance benefits that may be payable upon certain qualifying employment termination events, subject to the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are mutually acknowledged, the Company and Executive hereby agree as follows:

Section 1. **Definitions** .

(a) “Accrued Obligations” shall mean (i) all accrued but unpaid Base Salary through the date of termination of Executive’s employment, (ii) any unpaid or unreimbursed expenses incurred in accordance with Section 7 below, (iii) any benefits provided under the Company’s employee benefit plans, subject to the terms hereof, and (iv) any benefits under policies, if any, upon a termination of employment, in accordance with the terms contained therein, including, without limitation, rights with respect to accrued but unused vacation.

(b) “Annual Bonus” shall have the meaning set forth in Section 4(b) below.

(c) “Base Salary” shall mean the salary provided for in Section 4(a) below, subject to any modification by the Company, under Section 4(a).

(d) “Board” shall mean the Board of Directors of the Company.

(e) “Cause” shall mean (i) Executive’s conviction of any crime (A) constituting a felony or (B) that has, or could reasonably be expected to result in, an adverse impact on the performance of Executive’s duties to the Company, or otherwise has, or could reasonably be expected to result in, an adverse impact to the business or reputation of the Company; (ii) conduct of the Executive, in connection with her/his employment, that has, or could reasonably be expected to result in, material injury to the business or reputation of the Company, including, without limitation, act(s) of fraud, embezzlement, misappropriation and breach of fiduciary duty; (iii) any material violation of the operating and ethics policies of the Company, including, but not limited to those relating to sexual harassment and the disclosure or misuse of confidential information; (iv) willful neglect in the performance of Executive’s duties or willful or repeated failure or refusal to perform such duties; or (v) Executive’s breach of any material provision of this Agreement, including, without limitation, any provision of Section 9 or any breach of the Confidentiality Agreement (as defined below).

(f) “ Change of Control ” shall mean the occurrence of any of the following events

(i) A change in the ownership of the Company which occurs on the date that any one person, or more than one person acting as a group (“ Person ”), acquires ownership of the stock of the Company that, together with the stock held by such Person, constitutes more than fifty percent (50%) of the total voting power of the stock of the Company; provided, however, that for purposes of this subsection (i), the acquisition of additional stock by any one Person, who is considered to own more than fifty percent (50%) of the total voting power of the stock of the Company will not be considered a Change of Control; or

(ii) A change in the effective control of the Company which occurs on the date that a majority of members of the Board is replaced during any twelve (12) month period by members of our Board whose appointment or election is not endorsed by a majority of the members of the Board prior to the date of the appointment or election. For purposes of this clause (ii), if any Person is considered to be in effective control of the Company, the acquisition of additional control of the Company by the same Person will not be considered a Change of Control; or

(iii) A change in the ownership of a substantial portion of the Company’s assets which occurs on the date that any Person acquires (or has acquired during the twelve (12) month period ending on the date of the most recent acquisition by such person or persons) assets from the Company that have a total gross fair market value equal to or more than 50% of the total gross fair market value of all of the assets of the Company immediately prior to such acquisition or acquisitions; provided, however, that for purposes of this subsection (iii), the following will not constitute a change in the ownership of a substantial portion of the Company’s assets: (A) a transfer to an entity that is controlled by the Company’s stockholders immediately after the transfer, or (B) a transfer of assets by the Company to: (1) a stockholder of the Company (immediately before the asset transfer) in exchange for or with respect to the Company’s stock, (2) an entity, 50% or more of the total value or voting power of which is owned, directly or indirectly, by the Company, (3) a Person, that owns, directly or indirectly, 50% or more of the total value or voting power of all the outstanding stock of the Company, or (4) an entity, at least 50% of the total value or voting power of which is owned, directly or indirectly, by a Person described in this subsection (iii)(B)(3). For purposes of this subsection (iii), gross fair market value means the value of the assets of the Company, or the value of the assets being disposed of, determined without regard to any liabilities associated with such assets.

For purposes of this definition, Persons will be considered to be acting as a group if they are owners of a corporation that enters into a merger, consolidation, purchase or acquisition of stock, or similar business transaction with the Company.

Notwithstanding the foregoing, a transaction will not be deemed a Change of Control unless the transaction qualifies as a change in control event within the meaning of Code Section 409A, as it has been and may be amended from time to time, and any proposed or final Treasury Regulations and Internal Revenue Service guidance that has been promulgated or may be promulgated thereunder from time to time.

Further and for the avoidance of doubt, a transaction will not constitute a Change of Control if: (i) its sole purpose is to change the state of the Company’s incorporation, or (ii) its sole purpose is to create a holding company that will be owned in substantially the same proportions by the persons who held the Company’s securities immediately before such transaction.

(g) “ Change of Control Period ” shall mean, the period beginning on the date three (3) months prior to, and ending on the date twelve (12) months following, a Change of Control.

(h) “ Change of Control Severance Term ” shall mean a six (6) month period following Executive’s termination by the Company without Cause (other than by reason of death or Disability) or by Executive for Good Reason, provided such termination occurred within the Change of Control Period, and subject to Sections 8(h) and 13 below.

(i) “ Code ” shall mean the Internal Revenue Code of 1986, as amended.

(j) “ Company ” shall have the meaning set forth in the preamble hereto.

(k) “ Compensation Committee ” shall mean the committee of the Board designated to make compensation decisions relating to senior executive officers of the Company. Prior to any time that such a committee has been designated, the Board shall be deemed the Compensation Committee for purposes of this Agreement.

(l) “ Competitive Activities ” shall mean any business activities in which the Company is engaged (or has committed plans to engage) during the Term of Employment.

(m) “ Confidential Information ” shall have the meaning set forth in the At-Will Employment, Confidential Information, Invention Assignment, and Arbitration Agreement between Executive and the Company (the “ Confidentiality Agreement ”), signed prior to or concurrently herewith.

(n) “ Confidentiality Agreement ” shall have the meaning set forth under subsection (m) above.

(o) “ Disability ” shall mean any physical or mental disability or infirmity that prevents the performance (with or without reasonable accommodation) of Executive’s performance of the essential functions of Executive’s duties for a period of (i) ninety (90) consecutive days or (ii) one hundred twenty (120) non-consecutive days during any twelve (12) month period. Any question as to the existence, extent or potentiality of Executive’s Disability upon which Executive and the Company cannot agree shall be determined by a qualified, independent physician selected by the Company and approved by Executive (which approval shall not be unreasonably withheld).

(p) “ Effective Date ” shall have the meaning set forth in the preamble hereto.

(q) “ Executive ” shall have the meaning set forth in the preamble hereto.

(r) “ Good Reason ” shall mean, without Executive’s consent, (i) a substantial and material diminution in Executive’s duties or responsibilities (which shall exclude any diminution in connection with the change in Executive’s position as contemplated in Section 3(a) hereof); (ii) a reduction in Base Salary or Annual Bonus opportunity of 10% or more; or (iii) the failure of the Company to pay any material compensation when due.

(s) “ MIP ” shall have the meaning set forth in Section 4(b) below.

(t) “ Person ” shall mean any individual, corporation, partnership, limited liability company, joint venture, association, joint-stock company, trust (charitable or non-charitable), unincorporated organization or other form of business entity.

(u) “ Restricted Period ” shall mean the period commencing the Effective Date and extending to the 12 (twelve) month anniversary of Executive’s termination of employment for any reason.

(v) “ Severance Term ” shall mean a six (6) month period following Executive’s termination by the Company without Cause (other than by reason of death or Disability) or by Executive for Good Reason, assuming no such termination had occurred, and subject to Sections 8(h) and 13 below.

(w) “ Term of Employment ” shall mean the period specified in Section 2 below.

## Section 2. **Term of Employment** .

Subject to Section 8 below, the Company agrees to employ Executive, and Executive agrees to serve the Company, on an at-will basis, which means that either the Company or Executive may terminate Executive’s employment with the Company at any time and for any or no reason. The period of such at-will employment under this Agreement is referred to herein as the “ Term of Employment .”

**Section 3. Position, Duties and Responsibilities; Place of Performance .**

(a) During the Term of Employment, Executive shall serve as the VP, Marketing of the Company, together with such other position or positions consistent with Executive's title as the Board shall specify from time to time, and shall have such duties typically associated with such title.

(b) Executive shall devote her/his full business time, attention, skill and best efforts to the performance of her/his duties under this Agreement and shall not engage in any other business or occupation during the Term of Employment that (x) conflicts with the interests of the Company, (y) interferes with the proper and efficient performance of her/his duties for the Company, or (z) interferes with the exercise of her/his judgment in the Company's best interests. Notwithstanding the foregoing, nothing herein shall preclude Executive from (i) serving, with the prior written consent of the CEO, as a member of the board of directors or advisory board (or their equivalents in the case of a non-corporate entity) of non-competing businesses and charitable organizations, (ii) engaging in charitable activities and community affairs, and (iii) managing her/his personal investments and affairs; *provided, however*, that the activities set out in clauses (i), (ii) and (iii) shall be limited by Executive so as not to materially interfere, individually or in the aggregate, with the performance of her/his duties and responsibilities hereunder.

(c) Executive's principal place of employment shall be in Goleta, California, although Executive understands and agrees that he may be required to travel from time to time for business reasons.

**Section 4. Compensation .** During the Term of Employment, Executive shall be entitled to the following compensation:

(a) Base Salary . Commencing as of the Effective Date Executive shall be paid an annualized Base Salary of \$185,000 (the "Base Salary"), payable in accordance with the regular payroll practices of the Company. The Base Salary shall be subject to annual review, based on both Executive and Company performance.

(b) Annual Bonus .

(i) Executive is eligible for a discretionary annual performance bonus award (the "Annual Bonus"), determined pursuant to the Company's Management Incentive Plan (the "MIP"), as may be modified by the Company. Executive's current year target Annual Bonus is 20% of Executive's Base Salary (the "Bonus Target") and is effective from January 1<sup>st</sup>, 2015 through December 31<sup>st</sup>, 2015.

(ii) Commencing as of the Effective Date the Bonus Target shall equal 20% of Executive's Base Salary.

The actual Annual Bonus payable shall be between 0% and the maximum percentage set forth in the MIP, with specific financial targets for the MIP. To the extent that such targets are financial and quantifiable, such Annual Bonus is payable on a sliding scale as set forth in the MIP. The Annual Bonus, or installments thereof, is earned as of the end of any applicable fiscal year, provided all relevant targets and conditions have been met, and paid to Executive following the annual audit for such fiscal year at such time as annual bonuses are paid to other senior executives of the Company, as discussed more fully in the MIP. The eligibility for and payment of any bonus under the MIP is subject to the terms and conditions of the MIP, which are at the discretion of the Company.

**Section 5. Executive Benefits .**

During the Term of Employment, Executive shall be entitled to participate in health, insurance, retirement and other benefits provided to other similarly-situated executives of the Company, including the same number of holidays, sick days and other benefits as are generally allowed to such executives of the Company in accordance with the Company policy in effect from time to time.

## Section 6. **Key-Man Insurance** .

At any time during the Term of Employment, the Company shall have the right to insure the life of Executive for the sole benefit of the Company, in such amounts, and with such terms, as it may determine. All premiums payable thereon shall be the obligation of the Company. Executive shall have no interest in any such policy, but agrees to cooperate with the Company in taking out such insurance by submitting to physical examinations, supplying all information required by the insurance company, and executing all necessary documents, provided that no financial obligation is imposed on Executive by any such documents.

## Section 7. **Payment and Reimbursement of Business Expenses** .

Executive is authorized to incur reasonable business expenses in carrying out her/his duties and responsibilities under this Agreement and the Company shall pay, or if Executive shall have paid, shall promptly reimburse Executive for any and all such reasonable business expenses for business, entertainment, promotion, professional association dues and travel incurred by Executive in connection with carrying out the business of the Company, subject to documentation and the other limitations and requirements under the Company's policy, as in effect from time to time, and subject to the consent of the CEO.

## Section 8. **Termination of Employment** .

(a) General. The Term of Employment shall terminate upon the earliest to occur of (i) Executive's death, (ii) a termination by reason of a Disability, (iii) a termination by the Company with or without Cause, or (iv) a termination by Executive with or without Good Reason. Upon any termination of Executive's employment for any reason, except as may otherwise be requested by the Company in writing and agreed upon in writing by Executive, Executive shall resign from any and all directorships, committee memberships or any other positions Executive holds with the Company (collectively, the "Board Resignation"). The payment hereunder of any deferred compensation (within the meaning of Section 409A of the Code) upon a termination of employment shall not be paid to Executive until such time as Executive has undergone a "separation from service" as defined in Treas. Reg. 1.409A-1(h) (the "Separation from Service").

(b) Termination due to Death or Disability . Executive's employment shall terminate automatically upon her/his death. The Company may terminate Executive's employment immediately upon the occurrence of a Disability, such termination to be effective upon Executive's receipt of written notice of such termination. In the event Executive's employment is terminated due to her/his death or Disability, Executive or her/his estate or her/his beneficiaries, as the case may be, shall be entitled to:

- (i) The Accrued Obligations; and
- (ii) Any unpaid Annual Bonus in respect to any completed fiscal year, which has ended prior to the date of such termination, which amount shall be paid at such time annual bonuses are paid to other senior executives of the Company.

Following such termination of Executive's employment by the reason of death or Disability, except as set forth in this Section 8(b), Executive shall have no further rights to any compensation or any other benefits under this Agreement or otherwise.

### (c) Termination by the Company for Cause .

(i) The Company may terminate Executive's employment at any time for Cause, effective upon Executive's receipt of written notice of such termination; *provided, however*, that with respect to any termination for Cause which is described in clause (iv) of Section 1(e) or, to the extent capable of being cured (as determined by the Company in its discretion), clause (v) of Section 1(e) above, Executive shall be given not less than ten (10) days written notice by the CEO of the intention to terminate her/his employment for Cause, such notice to state in detail the particular act or acts or failure or failures to act that constitute the grounds on which the proposed termination for Cause is based, and such termination shall be effective at the expiration of such ten (10) day notice period unless Executive has fully cured such acts or failure or failures to act that give rise to Cause during such period to the satisfaction of the Company.

(ii) In the event the Company terminates Executive's employment for Cause, he/ she shall be entitled only to the Accrued Obligations. Following such termination of Executive's employment for Cause, except as set forth in this Section 8(c)(ii), Executive shall have no further rights to any compensation or any other benefits under this Agreement or otherwise .

(d) Termination by the Company without Cause Unrelated to a Change of Control . The Company may terminate Executive's employment at any time without Cause, effective upon Executive's receipt of written notice of such termination. In the event Executive's employment is terminated by the Company without Cause (other than due to death or Disability) outside of the Change of Control Period, subject to the conditions set forth under Sections 8(h) and Section 13 below, Executive shall be entitled to:

(i) The Accrued Obligations;

(ii) Any unpaid Annual Bonus in respect to any completed fiscal year which has ended prior to the date of such termination, which amount shall be paid at such time annual bonuses are paid to other senior executives of the Company;

(iii) Continuation of payment of Base Salary during the Severance Term, payable in accordance with the Company's regular payroll practices, it being agreed that each installment of Base Salary payable hereunder shall be deemed to be a separate payment for purposes of Section 409A of the Code; and

(iv) Continuation, during the period of time permitted under the Consolidated Omnibus Budget Reconciliation Act of 1986 (the "COBRA Period") of the medical benefits provided to Executive and her/his covered dependents under the Company's health plans in effect as of the date of such termination, it being understood and agreed that Executive shall be required to pay that portion of the cost of such medical benefits as Executive was required to pay (including through customary deductions from Executive's paycheck) as of the date of Executive's termination of employment with the Company. Notwithstanding the foregoing, the Company's obligation to provide such continuation of benefits shall terminate prior to the expiration of the COBRA Period in the event that Executive becomes eligible to receive any such or similar benefits while employed by or providing service to, in any capacity, any other business or entity during the COBRA Period.

Notwithstanding anything in this Section 8(d)(iv) to the contrary, if the Company determines, in its sole discretion, that it cannot provide the foregoing benefit related to COBRA premiums without potentially violating, or being subject to an excise tax under, applicable law (including, without limitation, Section 2716 of the Public Health Service Act, the Patient Protection and Affordable Care Act, and the Health Care and Education Reconciliation Act of 2010), the Company will in lieu thereof provide to Executive a taxable monthly payment, payable on the last day of a given month (except as provided by the following sentence), in an amount equal to the portion of the monthly COBRA premium that Executive would be required to pay to continue the group health coverage for Executive and her/his eligible dependents at coverage levels in effect immediately prior to Executive's termination (which amount will equal the excess of the full monthly COBRA premium cost Executive would be required to pay and the monthly medical premium costs that Executive was required to pay as of immediately prior to the date of Executive's termination of employment with the Company), which payments will be made regardless of whether Executive or her/his eligible dependents elect COBRA continuation coverage on the first payroll date following Executive's termination of employment (subject to any delay as may be required by Section 13 of this Agreement) and will end on the earlier of (x) the date upon which Executive obtains other employment or (y) the end of the COBRA Period. For the avoidance of doubt, the taxable payments in lieu of COBRA subsidies may be used for any purpose, including, but not limited to continuation coverage under COBRA, and will be subject to all applicable tax withholdings.

If, during or prior to the Severance Term, Executive obtains alternative employment, the payments and benefits described in clauses (ii), (iii), and (iv) above will discontinue on the first day of such employment. Executive agrees to provide notice to the Company of such alternative employment within five (5) business days after accepting an offer for such new employment.

Notwithstanding the foregoing, the payments and benefits described in clauses (ii), (iii), and (iv) above shall immediately terminate, and the Company shall have no further obligations to Executive with respect thereto, in the event that Executive breaches any provision of Section 9 hereof or the terms of the Confidentiality Agreement. Following such termination of Executive's employment by the Company without Cause, except as set forth in this Section 8(d), Executive shall have no further rights to any compensation or any other benefits under this Agreement or otherwise.

(e) Termination by Executive with Good Reason Unrelated to a Change of Control. Executive may terminate her/his employment with Good Reason by providing the Company thirty (30) days' written notice setting forth in reasonable specificity the event that constitutes Good Reason, which written notice, to be effective, must be provided to the Company within thirty (30) days of the occurrence of such event. During such thirty (30) day notice period, the Company shall have a cure right (if curable), and if not cured within such period, Executive's termination will be effective upon the expiration of such cure period, and, if such termination occurs outside of the Change of Control Period, Executive shall be entitled to the same payments and benefits as provided in Section 8(d) above for a termination by the Company without Cause, subject to the same conditions on payment and benefits as described in Section 8(d) above. Following such termination of Executive's employment by Executive with Good Reason, except as set forth in this Section 8(e), Executive shall have no further rights to any compensation or any other benefits under this Agreement or otherwise.

(f) Termination by Company without Cause or by Executive with Good Reason in Connection with a Change of Control. In the event Executive's employment is terminated by the Company without Cause (other than due to death or Disability) or Executive terminates her/his employment with Good Reason (by providing thirty (30) days written notice to the Company and with such cure period as described in subsection 8(e), above) during the Change of Control Period, Executive shall be entitled to the same payments and benefits as described in Section 8(d) above, provided, however, that payment of Executive's Base Salary shall continue through the Change of Control Severance Term, rather than the Severance Term. Such continuing payments shall be payable in accordance with the Company's regular payroll practices, it being agreed that each installment of Base Salary payable hereunder shall be deemed to be a separate payment for purposes of Section 409A of the Code. Any such payments or benefits shall also be subject to the same conditions described in Section 8(d) above. Any payments or benefits previously made to Executive under Section 8(d) or 8(e) above, shall offset the payments and benefits due to Executive under this Section 8(f), if any.

(g) Termination by Executive without Good Reason. Executive may terminate her/his employment without Good Reason by providing the Company thirty (30) days' written notice of such termination. In the event of a termination of employment by Executive under this Section 8(g), Executive shall be entitled only to the Accrued Obligations. In the event of termination of Executive's employment under this Section 8(g), the Company may, in its sole and absolute discretion, by written notice accelerate such date of termination and still have it treated as a termination without Good Reason. Following such termination of Executive's employment by Executive without Good Reason, except as set forth in this Section 8(g), Executive shall have no further rights to any compensation or any other benefits under this Agreement or otherwise.

(h) Conditions Precedent. Any severance payments and post-employment benefits (other than the Accrued Obligations), in each case, as applicable, contemplated by Sections 8(b), (d), (e), and (f) above are conditional on Executive: (i) continuing to comply with the terms of this Agreement and the Confidentiality Agreement (as defined above); and (ii) Executive executing and not revoking a Separation Agreement, including a general release of claims, in favor of the Company, substantially in the form attached as Exhibit A (which may be revised based on changes in the law and as determined by the Company), and such release becoming effective within 60 days following Executive's Separation from Service (as defined above); and (iii) the effectuating the Board Resignation (as discussed above). The severance benefits will be paid and/or provided in installments immediately beginning on the first payroll date after the 60th day following your Separation from Service, provided the Separation Agreement becomes effective and other conditions precedent have been met, and will continue to be paid thereafter, if applicable, based on the Company's regular payroll schedule. The payment following the 60th day from your Separation from Service will include a lump sum of any severance payments that you would have received on or prior to such date under the original schedule but for the delay while waiting for the 60th day in compliance with Code Section 409A and the effectiveness of the release, with the balance of the Severance Benefits being paid in installments as originally scheduled, if applicable.

**Section 9. Disclosure of Confidential information/ Non-Solicitation/Return of Documents/Works for Hire**

(a) Disclosure of Confidential Information. At any time during and after the end of the Term of Employment, without the prior written consent of the CEO, except to the extent required by an order of a court having jurisdiction or under subpoena from an appropriate government agency, in which event, Executive shall use her/his best efforts to consult with the CEO prior to responding to any such order or subpoena, and except as required in the performance of her/his duties hereunder, Executive shall not disclose to or use for her/his individual benefit or the benefit of any third party any Confidential Information, as further discussed under the Confidentiality Agreement.

(b) Non-Solicitation. During the Restricted Period, Executive shall not, directly or indirectly, for her/his own account or for the account of any other Person : solicit, induce, recruit or encourage any of the Company's employees to leave their employment, or attempt to solicit, induce, recruit or encourage employees to leave their employment with the Company, either for myself or for any other person or entity.

(c) Return of Documents. In the event of the termination of Executive's employment for any reason, Executive shall deliver to the Company all of (i) the property of the Company, and (ii) the documents and data of any nature and in whatever medium of the Company, and she/he shall not take with her/him any such property, documents or data or any reproduction thereof, or any documents containing or pertaining to any Confidential Information, as set forth in more detail under Section 5 of the Confidentiality Agreement.

**Section 10. Injunctive Relief .**

Without limiting the remedies available to the Company, Executive acknowledges that a breach of any of the covenants contained in Section 9 hereof may result in material irreparable injury to the Company for which there is no adequate remedy at law, that it will not be possible to measure damages for such injuries precisely and that, in the event of such a breach or threat thereof, the Company shall be entitled to obtain a temporary restraining order and/or a preliminary or permanent injunction, without the necessity of proving irreparable harm or injury as a result of such breach or threatened breach of Section 9 hereof, restraining Executive from engaging in activities prohibited by Section 9 hereof or such other relief as may be required specifically to enforce any of the covenants in Section 9 hereof.

**Section 11. Taxes .**

The Company may withhold from any payments made under this Agreement all applicable taxes, including but not limited to income, employment and social insurance taxes, as shall be required by law. Executive acknowledges and represents that the Company has not provided any tax advice to her/him in connection with this Agreement and that she/he has been advised by the Company to seek tax advice from her/his own tax advisors regarding this Agreement and payments that may be made to her/him pursuant to this Agreement, including specifically, the application of the provisions of Section 409A of the Code to such payments.

**Section 12. Set Off; Mitigation .**

The Company's obligation to pay Executive the amounts provided and to make the arrangements provided hereunder shall be subject to set-off, counterclaim or recoupment of amounts owed by Executive to the Company or its affiliates. Executive shall not be required to mitigate the amount of any payment provided for pursuant to this Agreement by seeking other employment or otherwise and, except as provided in Section 8(d) hereof, the amount of any payment provided for pursuant to this Agreement shall not be reduced by any compensation earned as a result of Executive's other employment or otherwise.

Section 13. **Section 409A** .

(a) Notwithstanding anything to the contrary in this Agreement, no severance pay or benefits to be paid or provided to Executive, if any, pursuant to this Agreement that, when considered together with any other severance payments or separation benefits, are considered deferred compensation under Code (as defined below) Section 409A, and the final regulations and any guidance promulgated thereunder (“Section 409A”) (together, the “Deferred Payments”) will be paid or otherwise provided until Executive has a Separation from Service.

(b) Any severance payments or benefits under this Agreement that would be considered Deferred Payments will be paid on, or, in the case of installments, will not commence until, the sixtieth (60<sup>th</sup>) day following Executive’s Separation from Service, or, if later, such time as required by Section 13(c). Except as required by Section 13(c), and as discussed under Section 8(h), any installment payments that would have been made to Executive during the sixty (60) day period immediately following Executive’s Separation from Service but for the preceding sentence will be paid to Executive on the sixtieth (60th) day following Executive’s Separation from Service and the remaining payments shall be made as provided in this Agreement.

(c) Notwithstanding anything to the contrary in this Agreement, if Executive is a “specified employee” within the meaning of Section 409A at the time of Executive’s termination (other than due to death), then the Deferred Payments that are payable within the first six (6) months following Executive’s Separation from Service, will become payable on the first payroll date that occurs on or after the date six (6) months and one (1) day following the date of Executive’s Separation from Service. All subsequent Deferred Payments, if any, will be payable in accordance with the payment schedule applicable to each payment or benefit. Notwithstanding anything herein to the contrary, if Executive dies following Executive’s Separation from Service, but prior to the six (6) month anniversary of the Separation from Service, then any payments delayed in accordance with this paragraph will be payable in a lump sum as soon as administratively practicable after the date of Executive’s death and all other Deferred Payments will be payable in accordance with the payment schedule applicable to each payment or benefit. Each payment and benefit payable under this Agreement is intended to constitute a separate payment for purposes of Section 1.409A-2(b)(2) of the Treasury Regulations.

(d) Any amount paid under this Agreement that satisfies the requirements of the “short-term deferral” rule set forth in Section 1.409A-1(b)(4) of the Treasury Regulations will not constitute Deferred Payments for purposes of subsection (a) above.

(e) Any amount paid under this Agreement that qualifies as a payment made as a result of an involuntary Separation from Service pursuant to Section 1.409A-1(b)(9)(iii) of the Treasury Regulations that does not exceed the Section 409A Limit (as defined below) will not constitute Deferred Payments for purposes of subsection (a) above.

(f) The foregoing provisions are intended to comply with the requirements of Section 409A so that none of the severance payments and benefits to be provided hereunder will be subject to the additional tax imposed under Section 409A, and any ambiguities herein will be interpreted to so comply. The Company and Executive agree to work together in good faith to consider amendments to this Agreement and to take such reasonable actions which are necessary, appropriate or desirable to avoid imposition of any additional tax or income recognition prior to actual payment to Executive under Section 409A.

(g) For purposes of this Agreement, “Section 409A Limit” will mean two (2) times the lesser of: (i) Executive’s annualized compensation based upon the annual rate of pay paid to Executive during the Executive’s taxable year preceding the Executive’s taxable year of her/his or her/his Separation from Service as determined under Treasury Regulation Section 1.409A-1(b)(9)(iii)(A)(1) and any Internal Revenue Service guidance issued with respect thereto; or (ii) the maximum amount that may be taken into account under a qualified plan pursuant to Section 401(a)(17) of the Code for the year in which Executive’s Separation from Service occurred.

**Section 14. Successors and Assigns; No Third-Party Beneficiaries .**

(a) The Company. This Agreement shall inure to the benefit of the Company and its respective successors and assigns. Neither this Agreement nor any of the rights, obligations or interests arising hereunder may be assigned by the Company without Executive's prior written consent (which shall not be unreasonably withheld, delayed or conditioned), to a person or entity other than an affiliate or parent entity of the Company, or their respective successors or assigns; *provided, however*, that, in the event of the merger, consolidation, transfer or sale of all or substantially all of the assets of the Company with or to any other individual or entity, this Agreement shall, subject to the provisions hereof, be binding upon and inure to the benefit of such successor and such successor shall discharge and perform all the promises, covenants, duties and obligations of the Company hereunder, it being agreed that in such circumstances, the consent of Executive shall not be required in connection therewith.

(b) Executive. Executive's rights and obligations under this Agreement shall not be transferable by Executive by assignment or otherwise, without the prior written consent of the Company; *provided, however*, that if Executive shall die, all amounts then payable to Executive hereunder shall be paid in accordance with the terms of this Agreement to Executive's devisee, legatee or other designee or, if there be no such designee, to Executive's estate.

(c) No Third-Party Beneficiaries. Except as otherwise set forth in Section 8(b) or Section 14(b) hereof, nothing expressed or referred to in this Agreement will be construed to give any person or entity other than the Company and Executive any legal or equitable right, remedy or claim under or with respect to this Agreement or any provision of this Agreement.

**Section 15. Waiver and Amendments .**

Any waiver, alteration, amendment or modification of any of the terms of this Agreement shall be valid only if made in writing and signed by each of the parties hereto; *provided, however*, that any such waiver, alteration, amendment or modification is consented to on the Company's behalf by the Board. No waiver by either of the parties hereto of their rights hereunder shall be deemed to constitute a waiver with respect to any subsequent occurrences or transactions hereunder unless such waiver specifically states that it is to be construed as a continuing waiver.

**Section 16. Severability .**

If any covenants or such other provisions of this Agreement are found to be invalid or unenforceable by a final determination of a court of competent jurisdiction or an arbitrator: (a) the remaining terms and provisions hereof shall be unimpaired, and (b) the invalid or unenforceable term or provision hereof shall be deemed replaced by a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision hereof.

**Section 17. Governing Law .**

This Agreement is governed by and is to be construed under the laws of the State of California, without regard to conflict of laws rules.

**Section 18. ARBITRATION**

THE PARTIES AGREE THAT ANY AND ALL DISPUTES ARISING OUT OF THE TERMS OF THIS AGREEMENT, THEIR INTERPRETATION, AND ANY OF THE MATTERS ADDRESSED HEREIN, SHALL BE SUBJECT TO THE ARBITRATION AND DISPUTE RESOLUTION PROCESS DETAILED IN THE CONFIDENTIALITY AGREEMENT. EMPLOYEE ACKNOWLEDGES AND AGREES THAT EMPLOYEE IS HEREBY WAIVING THE RIGHT TO JURY TRIAL.

Section 19. **Notices** .

(a) Every notice or other communication relating to this Agreement shall be in writing, and shall be mailed to or delivered to the party for whom it is intended at such address as may from time to time be designated by it in a notice mailed or delivered to the other party as herein provided; *provided* that, unless and until some other address be so designated, all notices or communications by Executive to the Company shall be mailed or delivered to the Company at its principal executive office, and all notices or communications by the Company to Executive may be given to Executive personally or may be mailed to Executive at Executive's last known address, as reflected in the Company's records.

(b) Any notice so addressed shall be deemed to be given: (i) if delivered by hand, on the date of such delivery; (ii) if mailed by courier or by overnight mail, on the first business day following the date of such mailing; and (iii) if mailed by registered or certified mail, on the third business day after the date of such mailing.

Section 20. **Section Headings** .

The headings of the sections and subsections of this Agreement are inserted for convenience only and shall not be deemed to constitute a part thereof, affect the meaning or interpretation of this Agreement or of any term or provision hereof.

Section 21. **Entire Agreement** .

This Agreement and the Confidentiality Agreement, together with any exhibits attached thereto, constitute the entire understanding and agreement of the parties hereto regarding the employment of Executive. This Agreement supersedes all prior negotiations, discussions, correspondence, communications, understandings and agreements between the parties relating to the subject matter of this Agreement.

Section 22. **Survival of Operative Sections** .

Upon any termination of Executive's employment, the provisions of Section 8 through Section 24 of this Agreement (together with any related definitions set forth in Section 1 hereof) shall survive to the extent necessary to give effect to the provisions thereof.

Section 23. **Limitation on Payments** .

In the event that the severance and other benefits provided for in this Agreement or otherwise payable to Executive (i) constitute "parachute payments" within the meaning of Section 280G of the Code and (ii) but for this Section 22, would be subject to the excise tax imposed by Section 4999 of the Code, then Executive's severance and other benefits will be either:

(a) delivered in full, or

(b) delivered as to such letter extent which would result in no portion of such severance and other benefits being subject to the excise tax under Section 4999 of the Code,

whichever of the foregoing amounts, taking into account the applicable federal, state and local income taxes and the excise tax imposed by Section 4999, results in the receipt by Executive on an after-tax basis, of the greatest amount of severance and other benefits, notwithstanding that all or some portion of such severance and other benefits may be taxable under Section 4999 of the Code. If a reduction in the severance and other benefits constituting "parachute payments" is necessary so that no portion of such severance benefits is subject to the excise tax under Section 4999 of the Code, the reduction shall occur in the following order: (1) reduction of the cash severance payments; (2) cancellation of accelerated vesting of equity awards; and (3) reduction of continued employee benefits. In the event that acceleration of vesting of equity award compensation is to be reduced, such acceleration of vesting shall be cancelled in the reverse order of the date of grant of Executive's equity awards. Notwithstanding the foregoing, to the extent the Company submits any payment or benefit payable to Executive

under this Agreement or otherwise to the Company's stockholders for approval in accordance with Treasury Regulation Section 1.280G-1 Q&A 7, the foregoing provisions shall not apply following such submission and such payments and benefits will be treated in accordance with the results of such vote, except that any reduction in, or waiver of, such payments or benefits required by such vote will be applied without any application of discretion by Executive and in the order prescribed by this Section 22.

Unless the Company and Executive otherwise agree in writing, any determination required under this Section 22 will be made in writing by an independent firm (the "Firm"), whose determination will be conclusive and binding upon Executive and the Company for all purposes. For purposes of making the calculations required by this Section 22, the Firm may make reasonable assumptions and approximations concerning applicable taxes and may rely on reasonable, good faith interpretations concerning the application of Sections 280G and 4999 of the Code. The Company and Executive will furnish to the Firm such information and documents as the Firm may reasonably request in order to make a determination under this Section 22. The Company will bear all costs the Firm may reasonably incur in connection with any calculations contemplated by this Section 22.

**Section 24. Counterparts .**

This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The execution of this Agreement may be by actual or facsimile signature.

**Section 25. Protected Activity Not Prohibited .**

Executive understands that nothing in this Agreement shall in any way limit or prohibit him/her from engaging for a lawful purpose in any Protected Activity. For purposes of this Agreement, "Protected Activity" shall mean filing a charge or complaint, or otherwise communicating, cooperating, or participating with, any state, federal, or other governmental agency, including the Securities and Exchange Commission, the Equal Employment Opportunity Commission, and the National Labor Relations Board. Notwithstanding any restrictions set forth in this Agreement, Executive understands that he/she is not required to obtain authorization from the Company prior to disclosing information to, or communicating with such agencies, nor is he/she obligated to advise the Company as to any such disclosures or communications. Notwithstanding, in making any such disclosures or communications, Executive agrees to take all reasonable precautions to prevent any unauthorized use or disclosure of any information that may constitute the Company's Confidential Information to any parties other than the relevant government agencies. Executive further understands that "Protected Activity" does not include the disclosure of any Company attorney-client privileged communications, and that any such disclosure without the Company's written consent shall constitute a material breach of this Agreement.

\* \* \*

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written.

COMPANY:

Inogen, Inc.

/s/ Raymond Huggenberger

By: Raymond Huggenberger

Title: President & Chief Executive Officer

EXECUTIVE:

/s/ Byron Myers

Byron Myers, VP, Marketing

**EXHIBIT A**

**SEPARATION AGREEMENT AND RELEASE**

This Separation Agreement and Release (“Agreement”) is made by and between [EMPLOYEE NAME] (“Employee”) and Inogen, Inc. (the “Company”) (collectively referred to as the “Parties” or individually referred to as a “Party”).

**RECITALS**

WHEREAS, Employee was employed by the Company;

WHEREAS, Employee signed an [Insert Name of Employment Agreement] with the Company on (the “Employment Agreement”);

WHEREAS, Employee signed an At-Will Employment, Confidential Information, Invention Assignment and Arbitration Agreement with the Company on (the “Confidentiality Agreement”);

WHEREAS, Employee voluntarily resigned from employment with the Company effective (the “Separation Date”); and

WHEREAS, the Parties wish to resolve any and all disputes, claims, complaints, grievances, charges, actions, petitions, and demands that the Employee may have against the Company and any of the Releasees as defined below, including, but not limited to, any and all claims arising out of or in any way related to Employee’s employment with or separation from the Company;

NOW, THEREFORE, in consideration of the mutual promises made herein, the Company and Employee hereby agree as follows:

**COVENANTS**

1. Consideration. In consideration of Employee’s execution of this Agreement and Employee’s fulfillment of all of its terms and conditions, the Company agrees as follows:

a. [PER TERMS OF SECTION 8 OF EMPLOYMENT AGREEMENT]

b. General. Employee acknowledges that without this Agreement, he/she is otherwise not entitled to the consideration listed in this paragraph 1.

2. Payment of Salary and Receipt of All Benefits. Employee acknowledges and represents that, other than the consideration set forth in this Agreement, the Company has paid or provided all salary, wages, bonuses, accrued vacation/paid time off, premiums, leaves, housing allowances, relocation costs, interest, severance, outplacement costs, fees, reimbursable expenses, commissions, stock, stock options, vesting, and any and all other benefits and compensation due to Employee.

3. Benefits. [Except as otherwise provided herein,] Employee’s participation in all benefits and incidents of employment, including, but not limited to, vesting in stock options, and the accrual of bonuses, vacation, and paid time off, ceased as of the [Termination Date/ Separation Date]

4. Release of Claims. Employee agrees that the foregoing consideration represents settlement in full of all outstanding obligations owed to Employee by the Company and its current and former officers, directors, employees, agents, investors, attorneys, shareholders, administrators, affiliates, benefit plans, plan administrators, insurers, trustees, divisions, and subsidiaries, and predecessor and successor corporations and assigns (collectively, the "Releasees"). Employee, on his/her own behalf and on behalf of his/her respective heirs, family members, executors, agents, and assigns, hereby and forever releases the Releasees from, and agrees not to sue concerning, or in any manner to institute, prosecute, or pursue, any claim, complaint, charge, duty, obligation, demand, or cause of action relating to any matters of any kind, whether presently known or unknown, suspected or unsuspected, that Employee may possess against any of the Releasees arising from any omissions, acts, facts, or damages that have occurred up until and including the Effective Date of this Agreement, including, without limitation :

a. any and all claims relating to or arising from Employee's employment relationship with the Company and the termination of that relationship;

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

c. any and all claims for wrongful discharge of employment; termination in violation of public policy; discrimination; harassment; retaliation; breach of contract, both express and implied; breach of covenant of good faith and fair dealing, both express and implied; promissory estoppel; negligent or intentional infliction of emotional distress; fraud; negligent or intentional misrepresentation; negligent or intentional interference with contract or prospective economic advantage; unfair business practices; defamation; libel; slander; negligence; personal injury; assault; battery; invasion of privacy; false imprisonment; conversion; and disability benefits;

d. any and all claims for violation of any federal, state, or municipal statute, including, but not limited to, Title VII of the Civil Rights Act of 1964; the Civil Rights Act of 1991; the Rehabilitation Act of 1973; the Americans with Disabilities Act of 1990; the Equal Pay Act; the Fair Labor Standards Act; the Fair Credit Reporting Act; the Age Discrimination in Employment Act of 1967; the Older Workers Benefit Protection Act; the Employee Retirement Income Security Act of 1974; the Worker Adjustment and Retraining Notification Act; the Family and Medical Leave Act; the Sarbanes-Oxley Act of 2002; the Immigration Control and Reform Act; the California Family Rights Act; the California Labor Code; the California Workers' Compensation Act; and the California Fair Employment and Housing Act;

e. any and all claims for violation of the federal or any state constitution;

f. any and all claims arising out of any other laws and regulations relating to employment or employment discrimination;

g. any claim for any loss, cost, damage, or expense arising out of any dispute over the nonwithholding or other tax treatment of any of the proceeds received by Employee as a result of this Agreement; and

h. any and all claims for attorneys' fees and costs.

Employee agrees that the release set forth in this section shall be and remain in effect in all respects as a complete general release as to the matters released. This release does not extend to any obligations incurred under this Agreement. This release does not release claims that cannot be released as a matter of law, including, but not limited to, Employee's right to file a charge with or participate in a charge by the Equal Employment Opportunity Commission, or any other local, state, or federal administrative body or government agency that is authorized to enforce or administer laws related to employment, against the Company (with the understanding that any such filing or participation does not give Employee the right to recover any monetary damages against the Company; Employee's release of claims herein bars Employee from recovering such monetary relief from the Company). Notwithstanding the foregoing, Employee acknowledges that any and all disputed wage claims that are released herein shall be subject to binding arbitration as noted herein, except as required by applicable law. Employee represents that he/she has made no assignment or transfer of any right, claim, complaint, charge, duty, obligation, demand, cause of action, or other matter waived or released by this Section.

5. Acknowledgment of Waiver of Claims under ADEA. Employee acknowledges that he/she is waiving and releasing any rights he/she may have under the Age Discrimination in Employment Act of 1967 ("ADEA"), and that this waiver and release is knowing and voluntary. Employee agrees that this waiver and release does not apply to any rights or claims that may arise under the ADEA after the Effective Date of this Agreement. Employee acknowledges that the consideration given for this waiver and release is in addition to anything of value to which Employee was already entitled. Employee further acknowledges that he/she has been advised by this writing that: (a) he/she should consult with an attorney prior to executing this Agreement; (b) he/she has twenty-one (21) days within which to consider this Agreement; (c) he/she has seven (7) days following his/her execution of this Agreement to revoke this Agreement; (d) this Agreement shall not be effective until after the revocation period has expired; and (e) nothing in this Agreement prevents or precludes Employee from challenging or seeking a determination in good faith of the validity of this waiver under the ADEA, nor does it impose any condition precedent, penalties, or costs for doing so, unless specifically authorized by federal law. In the event Employee signs this Agreement and returns it to the Company in less than the 21-day period identified above, Employee hereby acknowledges that he/she has freely and voluntarily chosen to waive the time period allotted for considering this Agreement. Employee acknowledges and understands that revocation must be accomplished by a written notification to the person executing this Agreement on the Company's behalf that is received prior to the Effective Date. The parties agree that changes, whether material or immaterial, do not restart the running of the 21-day period. (**<< to be modified in accordance with the ADEA, the Older Workers' Benefit Protection Act, and other applicable law, as necessary and appropriate, including if the separation is part of a group separation requiring additional consideration periods and disclosures >>**)

6. California Civil Code Section 1542. Employee acknowledges that he/she has been advised to consult with legal counsel and is familiar with the provisions of California Civil Code Section 1542, a statute that otherwise prohibits the release of unknown claims, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

Employee, being aware of said code section, agrees to expressly waive any rights he/she may have thereunder, as well as under any other statute or common law principles of similar effect.

7. No Pending or Future Lawsuits. Employee represents that he/she has no lawsuits, claims, or actions pending in his/her name, or on behalf of any other person or entity, against the Company or any of the other Releasees. Employee also represents that he/she does not intend to bring any claims on his/her own behalf or on behalf of any other person or entity against the Company or any of the other Releasees.

8. Application for Employment. Employee understands and agrees that, as a condition of this Agreement, Employee shall not be entitled to any employment with the Company, and Employee hereby waives any right, or alleged right, of employment or re-employment with the Company. Employee further agrees not to apply for employment with the Company and not otherwise pursue an independent contractor or vendor relationship with the Company.

9. Confidentiality. Employee agrees to maintain in complete confidence the existence of this Agreement, the contents and terms of this Agreement, and the consideration for this Agreement (hereinafter collectively referred to as "Separation Information"). Except as required by law, Employee may disclose Separation Information only to his/her immediate family members, the Court in any proceedings to enforce the terms of this Agreement, Employee's attorney(s), and Employee's accountant and any professional tax advisor to the extent that they need to know the Separation Information in order to provide advice on tax treatment or to prepare tax returns, and must prevent disclosure of any Separation Information to all other third parties. Employee agrees that he/she will not publicize, directly or indirectly, any Separation Information.

10. Trade Secrets and Confidential Information/Company Property. Employee reaffirms and agrees to observe and abide by the terms of the Employment Agreement and the Confidentiality Agreement, specifically including the provisions therein regarding nondisclosure of the Company's trade secrets and confidential and proprietary information, and nonsolicitation of Company employees. Employee's signature below constitutes his/her certification under penalty of perjury that he/she has returned all documents and other items provided to Employee by the Company, developed or obtained by Employee in connection with his/her employment with the Company, or otherwise belonging to the Company.

11. No Cooperation. Employee agrees that he/she will not knowingly encourage, counsel, or assist any attorneys or their clients in the presentation or prosecution of any disputes, differences, grievances, claims, charges, or complaints by any third party against any of the Releasees, unless under a subpoena or other court order to do so or as related directly to the ADEA waiver in this Agreement. Employee agrees both to immediately notify the Company upon receipt of any such subpoena or court order, and to furnish, within three (3) business days of its receipt, a copy of such subpoena or other court order. If approached by anyone for counsel or assistance in the presentation or prosecution of any disputes, differences, grievances, claims, charges, or complaints against any of the Releasees, Employee shall state no more than that he/she cannot provide counsel or assistance.

12. Nondisparagement. Employee agrees to refrain from any disparagement, defamation, libel, or slander of any of the Releasees, and agrees to refrain from any tortious interference with the contracts and relationships of any of the Releasees. Employee shall direct any inquiries by potential future employers to the Company's human resources department.

13. Breach. In addition to the rights provided in the "Attorneys' Fees" section below, Employee acknowledges and agrees that any material breach of this Agreement, unless such breach constitutes a legal action by Employee challenging or seeking a determination in good faith of the validity of the waiver herein under the ADEA, or of any provision of the Confidentiality Agreement shall entitle the Company immediately to recover and/or cease providing the consideration provided to Employee under this Agreement and to obtain damages, except as provided by law.

14. No Admission of Liability. Employee understands and acknowledges that this Agreement constitutes a compromise and settlement of any and all actual or potential disputed claims by Employee. No action taken by the Company hereto, either previously or in connection with this Agreement, shall be deemed or construed to be (a) an admission of the truth or falsity of any actual or potential claims or (b) an acknowledgment or admission by the Company of any fault or liability whatsoever to Employee or to any third party.

15. Costs. The Parties shall each bear their own costs, attorneys' fees, and other fees incurred in connection with the preparation of this Agreement.

16. ARBITRATION. THE PARTIES AGREE THAT ANY AND ALL DISPUTES ARISING OUT OF THE TERMS OF THIS AGREEMENT, THEIR INTERPRETATION, AND ANY OF THE MATTERS HEREIN RELEASED, SHALL BE SUBJECT TO ARBITRATION IN SANTA BARBARA COUNTY, CALIFORNIA BEFORE JUDICIAL ARBITRATION & MEDIATION SERVICES ("JAMS"), PURSUANT TO ITS EMPLOYMENT ARBITRATION RULES & PROCEDURES ("JAMS RULES"). THE ARBITRATOR MAY GRANT INJUNCTIONS AND OTHER RELIEF IN SUCH DISPUTES. THE ARBITRATOR SHALL ADMINISTER AND CONDUCT ANY ARBITRATION IN ACCORDANCE WITH CALIFORNIA LAW, INCLUDING THE CALIFORNIA CODE OF CIVIL PROCEDURE, AND THE ARBITRATOR SHALL APPLY SUBSTANTIVE AND PROCEDURAL CALIFORNIA LAW TO ANY DISPUTE OR CLAIM, WITHOUT REFERENCE TO ANY CONFLICT-OF-LAW PROVISIONS OF ANY JURISDICTION. TO THE EXTENT THAT THE JAMS RULES CONFLICT WITH CALIFORNIA LAW, CALIFORNIA LAW SHALL TAKE PRECEDENCE. THE DECISION OF THE ARBITRATOR SHALL BE FINAL, CONCLUSIVE, AND BINDING ON THE PARTIES TO THE ARBITRATION. THE PARTIES AGREE THAT THE PREVAILING PARTY IN ANY ARBITRATION SHALL BE ENTITLED TO INJUNCTIVE RELIEF IN ANY COURT OF COMPETENT JURISDICTION TO ENFORCE THE ARBITRATION AWARD. THE PARTIES TO THE ARBITRATION SHALL EACH PAY AN EQUAL SHARE OF THE COSTS AND EXPENSES OF SUCH ARBITRATION, AND EACH PARTY SHALL SEPARATELY PAY FOR ITS RESPECTIVE COUNSEL FEES AND EXPENSES;

PROVIDED, HOWEVER, THAT THE ARBITRATOR SHALL AWARD ATTORNEYS' FEES AND COSTS TO THE PREVAILING PARTY, EXCEPT AS PROHIBITED BY LAW. THE PARTIES HEREBY AGREE TO WAIVE THEIR RIGHT TO HAVE ANY DISPUTE BETWEEN THEM RESOLVED IN A COURT OF LAW BY A JUDGE OR JURY. NOTWITHSTANDING THE FOREGOING, THIS SECTION WILL NOT PREVENT EITHER PARTY FROM SEEKING INJUNCTIVE RELIEF (OR ANY OTHER PROVISIONAL REMEDY) FROM ANY COURT HAVING JURISDICTION OVER THE PARTIES AND THE SUBJECT MATTER OF THEIR DISPUTE RELATING TO THIS AGREEMENT AND THE AGREEMENTS INCORPORATED HEREIN BY REFERENCE. SHOULD ANY PART OF THE ARBITRATION AGREEMENT CONTAINED IN THIS PARAGRAPH CONFLICT WITH ANY OTHER ARBITRATION AGREEMENT BETWEEN THE PARTIES, THE PARTIES AGREE THAT THIS ARBITRATION AGREEMENT SHALL GOVERN.

17. Tax Consequences. The Company makes no representations or warranties with respect to the tax consequences of the payments and any other consideration provided to Employee or made on his/her behalf under the terms of this Agreement. Employee agrees and understands that he/she is responsible for payment, if any, of local, state, and/or federal taxes on the payments and any other consideration provided hereunder by the Company and any penalties or assessments thereon. Employee further agrees to indemnify and hold the Company harmless from any claims, demands, deficiencies, penalties, interest, assessments, executions, judgments, or recoveries by any government agency against the Company for any amounts claimed due on account of (a) Employee's failure to pay or delayed payment of federal or state taxes, or (b) damages sustained by the Company by reason of any such claims, including attorneys' fees and costs.

18. Authority. The Company represents and warrants that the undersigned has the authority to act on behalf of the Company and to bind the Company and all who may claim through it to the terms and conditions of this Agreement. Employee represents and warrants that he/she has the capacity to act on his/her own behalf and on behalf of all who might claim through him/her to bind them to the terms and conditions of this Agreement. Each Party warrants and represents that there are no liens or claims of lien or assignments in law or equity or otherwise of or against any of the claims or causes of action released herein.

19. No Representations. Employee represents that he/she has had an opportunity to consult with an attorney, and has carefully read and understands the scope and effect of the provisions of this Agreement. Employee has not relied upon any representations or statements made by the Company that are not specifically set forth in this Agreement.

20. Severability. In the event that any provision or any portion of any provision hereof or any surviving agreement made a part hereof becomes or is declared by a court of competent jurisdiction or arbitrator to be illegal, unenforceable, or void, this Agreement shall continue in full force and effect without said provision or portion of provision.

21. Attorneys' Fees. Except with regard to a legal action challenging or seeking a determination in good faith of the validity of the waiver herein under the ADEA, in the event that either Party brings an action to enforce or effect its rights under this Agreement, the prevailing Party shall be entitled to recover its costs and expenses, including the costs of mediation, arbitration, litigation, court fees, and reasonable attorneys' fees incurred in connection with such an action.

22. Entire Agreement. This Agreement represents the entire agreement and understanding between the Company and Employee concerning the subject matter of this Agreement and Employee's employment with and separation from the Company and the events leading thereto and associated therewith, and supersedes and replaces any and all prior agreements and understandings concerning the subject matter of this Agreement and Employee's relationship with the Company, with the exception of the surviving portions of the Employment Agreement, except as modified herein, and the Confidentiality Agreement.

23. No Oral Modification. This Agreement may only be amended in a writing signed by Employee and the Company's Chief Executive Officer.

24. Governing Law. This Agreement shall be governed by the laws of the State of California, without regard for choice-of-law provisions. Employee consents to personal and exclusive jurisdiction and venue in the State of California.

25. Effective Date. Employee understands that this Agreement shall be null and void if not executed by him/her within twenty one (21) days. Each Party has seven (7) days after that Party signs this Agreement to revoke it. This Agreement will become effective on the eighth (8th) day after Employee signed this Agreement, so long as it has been signed by the Parties and has not been revoked by either Party before that date (the "Effective Date"). **Employee understands that this Agreement shall be null and void if not executed by Employee within the twenty-one (21) day period set forth under paragraph 5 above.**

26. Counterparts. This Agreement may be executed in counterparts and by facsimile, and each counterpart and facsimile shall have the same force and effect as an original and shall constitute an effective, binding agreement on the part of each of the undersigned.

27. Protected Activity Not Prohibited. Employee understands that nothing in this Agreement shall in any way limit or prohibit Employee from engaging for a lawful purpose in any Protected Activity. For purposes of this Agreement, "Protected Activity" shall mean filing a charge or complaint, or otherwise communicating, cooperating, or participating with, any state, federal, or other governmental agency, including the Securities and Exchange Commission, the Equal Employment Opportunity Commission, and the National Labor Relations Board. Notwithstanding any restrictions set forth in this Agreement, Employee understands that he/she is not required to obtain authorization from the Company prior to disclosing information to, or communicating with, such agencies, nor is Employee obligated to advise the Company as to any such disclosures or communications. Notwithstanding, in making any such disclosures or communications, Employee agrees to take all reasonable precautions to prevent any unauthorized use or disclosure of any information that may constitute Company confidential or proprietary information under the Confidentiality Agreement and/or Employment Agreement to any parties other than the relevant government agencies. Employee further understands that "Protected Activity" does not include his/her disclosure of any Company attorney-client privileged communications, and that any such disclosure without the Company's written consent shall constitute a material breach of this Agreement.

28. Voluntary Execution of Agreement. Employee understands and agrees that he/she executed this Agreement voluntarily, without any duress or undue influence on the part or behalf of the Company or any third party, with the full intent of releasing all of his/her claims against the Company and any of the other Releasees. Employee acknowledges that:

- (a) he/she has read this Agreement;
- (b) he/she has been represented in the preparation, negotiation, and execution of this Agreement by legal counsel of his/her own choice or has elected not to retain legal counsel;
- (c) he/she understands the terms and consequences of this Agreement and of the releases it contains; and
- (d) he/she is fully aware of the legal and binding effect of this Agreement.

[Remainder of Page Intentionally Blank; Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed this Agreement on the respective dates set forth below.

[EMPLOYEE NAME], an individual

Dated: \_\_\_\_\_, 201 \_

[Employee Name]

INOGEN, INC.

Dated: \_\_\_\_\_, 201 \_

By \_\_\_\_\_

[Officer Name]

[Officer Title]

**Certification by the Chief Executive Officer Pursuant to  
Section 302 of the Sarbanes-Oxley Act of 2002**

I, Raymond Huggenberger, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Inogen, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
  - a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Dated: November 10, 2015

By: /s/ Raymond Huggenberger  
Raymond Huggenberger  
President and Chief Executive Officer  
(Principal Executive Officer)

**Certification by the Chief Financial Officer Pursuant to  
Section 302 of the Sarbanes-Oxley Act of 2002**

I, Alison Bauerlein, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Inogen, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
  - a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Dated: November 10, 2015

By: /s/ Alison Bauerlein

Alison Bauerlein  
Chief Financial Officer  
Executive Vice President, Finance  
Secretary and Treasurer  
(Principal Financial Officer)

**CERTIFICATION OF CHIEF EXECUTIVE OFFICER  
PURSUANT TO 18 U.S.C. § 1350, AS ADOPTED PURSUANT TO SECTION 906  
OF THE SARBANES-OXLEY ACT OF 2002**

I, Raymond Huggenberger, the chief executive officer of Inogen, Inc. (the “Company”), certify for the purposes of 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that, to the best of my knowledge,

(i) the Quarterly Report of the Company on Form 10-Q for the three months ended September 30, 2015 (the “Report”), fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended; and

(ii) the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

November 10, 2015

By: /s/ Raymond Huggenberger  
Raymond Huggenberger  
President, Chief Executive Officer and Director

**CERTIFICATION OF CHIEF FINANCIAL OFFICER  
PURSUANT TO 18 U.S.C. § 1350, AS ADOPTED PURSUANT TO SECTION 906  
OF THE SARBANES-OXLEY ACT OF 2002**

I, Alison Bauerlein, the chief financial officer of Inogen, Inc. (the "Company"), certify for the purposes of 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that, to the best of my knowledge,

(i) the Quarterly Report of the Company on Form 10-Q for the three months ended September 30, 2015 (the "Report"), fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended; and

(ii) the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

November 10, 2015

By: /s/ Alison Bauerlein  
Alison Bauerlein  
Chief Financial Officer  
Executive Vice President, Finance  
Secretary and Treasurer