UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): November 16, 2026

INOGEN, INC.

(Exact name of Registrant as Specified in Its Charter)

Delaware	**001-36309**	**33-0989359**
(State or Other Jurisdiction of Incorporation)	**(Commission File Number)**	**(IRS Employer Identification No.)**
500 Cummings Center Suite 2800 Beverly, Massachusetts		**01915**
(Address of Principal Executive Offices)		**(Zip Code)**

Registrant's Telephone Number, Including Area Code: (805) 562-0500

(Former address)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	**Trading Symbol(s)**	**Name of each exchange on which registered**
Common Stock, $0.001 par value	INGN	The Nasdaq Stock Market LLC

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§ 230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§ 240.12b-2 of this chapter).

Emerging growth company ☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Item 5.02. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

Kevin R.M. Smith Separation Agreement; Resignation as a Director

As previously reported in the Current Report on Form 8-K filed by Inogen, Inc. (the "Company"), on November 5, 2026, Kevin R.M. Smith's role as an officer and employee of the Company ended effective October 30, 2026 (the "Separation Date"). In connection with the separation of Mr. Smith's employment with the Company, on November 16, 2026, Mr. Smith and the Company entered into a separation agreement and release related to the termination of Mr. Smith's employment with the Company (the "Separation Agreement").

The Separation Agreement provides that, subject to (a) Mr. Smith's execution of the Separation Agreement, (b) the Separation Agreement becoming effective and (c) Mr. Smith's continued compliance with the terms of the Separation Agreement, the Company will provide Mr. Smith with severance benefits consistent with those set forth in Mr. Smith's Employment and Severance Agreement with the Company, effective as of November 10, 2023. The Separation Agreement also provides for Mr. Smith's eligibility to earn a prorated annual bonus for fiscal 2026 based on actual performance and the vesting of certain equity awards that were scheduled to vest on December 1, 2026.

Also in connection with the separation of his employment with the Company and the entry into the Separation Agreement, Mr. Smith resigned from the Company's board of directors (the "Board"), effective as of November 16, 2026. Mr. Smith's resignation was not the result of any disagreement with the Company relating to the Company's operations, policies or practices. Following Mr. Smith's resignation, the Board reduced the authorized number of directors from nine to eight, effective as of November 17, 2026.

The summary of the Separation Agreement set forth above does not purport to be complete and is qualified in its entirety by reference to the full text of the Separation Agreement, which is filed with this Current Report on Form 8-K as Exhibit 10.1 and incorporated by reference herein.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits

The exhibits listed below are furnished or filed, as applicable, with this Current Report on Form 8-K:

Exhibit	Description
10.1	Separation Agreement and Release by and between the Company and Kevin R.M. Smith, dated November 16, 2026.
104	The cover page of this Current Report on Form 8-K, formatted in Inline XBRL.

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.

Date: November 19, 2026

By: /s/ Jason Richardson
Jason Richardson
Executive Vice President, Chief Financial Officer
Treasurer (Principal Accounting and Financial Officer)

Exhibit 10.1

SEPARATION AGREEMENT AND RELEASE

This Separation Agreement and Release ("Agreement") is made by and between Kevin Smith ("Employee") and Inogen, Inc. (the "Company") (collectively referred to as the "Parties" or individually referred to as a "Party").

RECITALS

WHEREAS, Employee was employed at-will by the Company;

WHEREAS, Employee signed an Employment and Severance Agreement with the Company effective as of November 10, 2023 (the "Employment Agreement");

WHEREAS, Employee signed an At-Will Employment, Confidential Information, Invention Assignment, and Arbitration Agreement with the Company on November 10, 2023 (the "Confidentiality Agreement");

WHEREAS, the Company granted to Employee the equity awards covering shares of the Company's common stock, each subject to the terms and conditions of the Company's 2023 Equity Incentive Plan, as amended and restated (the "Plan") and an award agreement between the Company and Employee (each, an "Award Agreement");

WHEREAS, Employee's employment with the Company terminated effective October 30, 2026 (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 and contingent on Employee's execution of this Agreement, this Agreement going into effect, and Employee's fulfillment of all of its terms and conditions, the Company agrees as follows:

a.Salary Severance Payment. The Company agrees to pay Employee a total of One Million Four Hundred Sixty Nine Thousand Seven Hundred Dollars ($1,469,700), less applicable withholdings, at the rate of Sixty-One Thousand Two Hundred Thirty-Seven Dollars and Fifty Cents ($61,237.50) per month, less applicable withholdings (such payments, the "Salary Severance Payments"), for a period of twenty-four (24) months following the Separation Date, in accordance with the Company's regular payroll practices; provided, however, that payment of the Salary Severance Payments will commence on the first payroll date after the sixtieth (60th) day following the Separation Date (the "Initial Payment Date"), with any Salary Severance Payments otherwise payable to Employee during the period from the Separation Date through the day before the Initial Payment Date payable in a lump sum without interest on the Initial Payment Date, except as otherwise required by Section 23. In the event of Employee's death, the Salary Severance Payments shall be made to Employee's surviving spouse and/or estate.

b.COBRA Benefits. The Company shall continue, during the period of time permitted under the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended ("COBRA") (the "COBRA Period"), to directly pay the medical benefits provided to Employee and his covered dependents under the Company's health plans in effect as of the Separation Date, it being understood and agreed that Employee shall be required to pay that portion of the cost of such medical benefits as Employee was required to pay (including through customary deductions from Employee's paycheck) as of the Separation Date. 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 Employee becomes eligible to

receive 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 1(b) 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 shall in lieu thereof provide to Employee 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 Employee would be required to pay to continue the group health coverage for Employee and his eligible dependents at coverage levels in effect immediately prior to the Separation Date (which amount shall equal the excess of the full monthly COBRA premium cost Employee would be required to pay and the monthly medical premium costs that Employee was required to pay as of immediately prior to the Separation Date), which payments shall be made regardless of whether Employee or his eligible dependents elect COBRA continuation coverage, shall commence on the Initial Payment Date (with any payments otherwise due before that date paid in a lump sum on the Initial Payment Date) (subject to any delay as may be required by Section 23 of this Agreement), and shall end at the conclusion 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 shall be subject to all applicable tax withholdings.

c.2026 Annual Bonus. Employee shall be eligible to earn a 2026 annual bonus (the "2026 Bonus") in accordance with the Company's current bonus plan based on an annual target amount of Six Hundred Ten Thousand Twenty-Six and Sixteen Cents ($610,026.16) (which is equal to Employee's target annual bonus opportunity prorated for the number of days Employee worked in 2026 through the Separation Date) and subject to achievement of the performance goals set and determined by the Board of Directors of the Company or its authorized committee, with any achieved amount payable in a lump sum, less applicable tax withholding, at the same time as other senior executives of the Company but no later than March 15, 2027.

d.Equity Acceleration. Any shares subject to the Employee's equity awards that are otherwise scheduled to vest on December 1, 2026 immediately will vest as of the Effective Date and will settle on December 1, 2026.

e.General. Employee acknowledges that without this Agreement, Employee is otherwise not entitled to the consideration listed in this Section 1.

2.Stock. The Parties agree that, except as provided in Section 1.d. of this Agreement, for purposes of determining the number of shares of the Company's common stock that Employee is entitled to receive from the Company pursuant to the vesting of the Equity Awards, Employee will be considered to have vested only up to the Separation Date and that the unvested portions of all Equity Awards are terminated and forfeited as of the Separation Date without consideration. Except as provided in Section 1.d. of this Agreement, Employee acknowledges and agrees that Employee is not entitled to accelerated vesting or any payment in respect of such awards in connection with Employee's separation. The vested portion of the Equity Awards and any shares acquired through the Equity Awards shall continue to be governed by the terms and conditions of the Plan and the applicable Award Agreement.

3.Benefits. Employee's Company-sponsored health insurance benefits shall cease no later than the last day of the month in which the Separation Date occurs (or such earlier date as may be required by applicable plan terms and conditions), subject to Employee's right to continue Employee's health insurance under COBRA. Except as provided in Section 1.d. of this Agreement, Employee's participation in all benefits and incidents of employment ceased as of the Separation Date.

4.Board Resignation. Effective as of the Separation Date, Employee agrees that Employee no longer holds any officer or employee positions with the Company or any of its subsidiaries. Effective as of the later of the Separation Date or the date of Employee's signature below, Employee hereby resigns from all positions and offices currently held as a director of the Company and all of its subsidiaries. Employee hereby acknowledges and affirms that such director resignations are final and irrevocable, and that even in the event Employee should elect to otherwise revoke this Agreement pursuant to Sections 7 and 31 below, Employee will have still resigned from all such positions. Employee acknowledges that Employee's resignation is not because of any disagreement with the Company on any matter relating to the Company's operations, policies or practices. Employee also agrees to execute any necessary documents or other forms

necessary to effectuate or document Employee's resignation as a matter of local, state, federal or international law. Employee further understands and agrees that Employee no longer serves in any positions with the Company or any subsidiary or affiliate of the Company.

5.Payment of Salary and Receipt of All Benefits. Employee acknowledges and represents that, other than the consideration set forth in this Agreement, the Company and its agents have paid or provided (to the extent applicable) all salary, wages, bonuses, vacation/paid time off, premiums, leaves, housing allowances, relocation costs, interest, severance, outplacement costs, fees, reimbursable expenses, commissions, incentive compensation, stock, equity awards, vesting, and any and all other benefits and compensation due to Employee, and that other than the consideration set forth herein that Employee is receiving contingent on this Agreement, Employee is not and will not be entitled to any other compensation, payments, or benefits, including, without limitation, any severance payments or benefits or bonus payments, from the Company.

6.Release of Claims. Employee agrees that the foregoing consideration represents settlement in full of all outstanding obligations owed to Employee by the Company, its parents, subsidiaries, and affiliates, and each of their respective current and former officers, directors, employees, agents, investors, attorneys, shareholders, administrators, benefit plans, plan administrators, professional employer organizations or co-employers, insurers, trustees, divisions, and predecessor and successor corporations and assigns (collectively, the "Releasees"). Employee, on Employee's own behalf and on behalf of Employee's 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 date Employee signs this Agreement, including, without limitation:

a. any and all claims relating to or arising from Employee's relationship with the Company and the termination of that relationship, including any claims related to the Employment Agreement or any other agreement or arrangement with the Company;

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 Uniformed Services Employment and Reemployment Rights Act; the California Labor Code; the California Fair Employment and Housing Act; the Massachusetts Law Prohibiting Unlawful Discrimination; the Massachusetts Wage Payment Act; the Massachusetts Discriminatory Wage Rates Penalized Law; the Massachusetts Equal Rights Law; the Massachusetts Violation of Constitutional Rights Law; the Massachusetts Family and Medical Leave Law; the Massachusetts Wage Act; the Massachusetts Paid Family and Medical Leave law; and the Massachusetts Minimum Fair Wage Law;

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 proceeds received by Employee from the Company; 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. This release does not extend to any right Employee may have to unemployment compensation benefits or workers' compensation benefits. This release does not release or extend to Employee's rights to defense and indemnification from the Company under any director and officer insurance policy of the Company, the Company's bylaws, or the Indemnification Agreement (as defined below) (in each case as applicable, subject to the terms, conditions, and limitations of any such policy or bylaws, or of the Indemnification Agreement) for actions taken by Employee in the course and scope of Employee's employment with the Company. This release does not release or extend to any rights to vested benefits under any applicable welfare, retirement, pension, and/or equity plans. Employee represents that Employee 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.

7.Acknowledgment of Waiver of Claims under ADEA. Employee acknowledges that Employee is waiving and releasing any rights Employee 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 date Employee signs 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 Employee has been advised by this writing that: (a) Employee should consult with an attorney prior to executing this Agreement; (b) Employee has twenty-one (21) days within which to consider this Agreement; (c) Employee has seven (7) days following Employee's 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 Employee has knowingly 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 undersigned Company representative that is received prior to the Effective Date. The Parties agree that changes to this Agreement, whether material or immaterial, do not restart the running of the 21-day period.

8.Unknown Claims. Employee acknowledges that Employee 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 as follows:

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

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

9.No Pending or Future Lawsuits. Employee represents that Employee has no lawsuits, claims, or actions pending in Employee's name, or on behalf of any other person or entity, against the Company or any of

the other Releasees. Employee also represents that Employee does not intend to bring any claims on Employee's own behalf or on behalf of any other person or entity against the Company or any of the other Releasees. s. Nothing in this Section limits Employee's right to engage in protected conduct, as set forth in the "Protected Activity Not Prohibited" section below.

10.No Right to Re-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.

11.Reserved.

12.Trade Secrets and Confidential Information/Company Property. Employee reaffirms and agrees to observe and abide by the terms of the Confidentiality Agreement, specifically including the provisions therein regarding nondisclosure of the Company's trade secrets and confidential and proprietary information. Employee's signature below constitutes Employee's certification that Employee has returned all Company property, information, devices and equipment, and taken all necessary steps to permanently delete or destroy all information, documents, and other items provided to Employee by the Company (with the exception of a copy of any Employee Handbook and personnel documents specifically relating to Employee), developed or obtained by Employee in connection with Employee's employment with the Company, or otherwise belonging to the Company.

13.No Cooperation. Subject to the "Protected Activity Not Prohibited" section below, Employee agrees that Employee 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 Employee cannot provide counsel or assistance.

14.Nondisparagement. Subject to the "Protected Activity Not Prohibited" section below, 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. The Company will instruct its current executive officers and members of its Board of Directors to refrain from any disparagement, defamation, libel, or slander of Employee, and to refrain from any tortious interference with the contracts and relationships of Employee.

15.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, provided, however, that the Company shall not recover One Hundred Dollars ($100.00) of the consideration already paid pursuant to this Agreement and such amount shall serve as full and complete consideration for the promises and obligations assumed by Employee under this Agreement and the Confidentiality Agreement.

16.No Admission of Liability. The Parties understand and acknowledge that this Agreement constitutes a compromise and settlement of any and all actual or potential disputed claims between the Parties. No action taken by the Company or Employee 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 or the Employee of any fault or liability whatsoever to the Company or Employee, as the case may be, or to any third party.

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

18.ARBITRATION. THE PARTIES AGREE THAT ANY AND ALL DISPUTES ARISING OUT OF THE TERMS OF THIS AGREEMENT, THEIR INTERPRETATION, EMPLOYEE'S EMPLOYMENT WITH THE COMPANY OR THE TERMS THEREOF, OR ANY OF THE MATTERS HEREIN RELEASED, SHALL BE SUBJECT TO ARBITRATION UNDER THE FEDERAL ARBITRATION ACT (THE "FAA") AND THAT THE FAA SHALL GOVERN AND APPLY TO THIS ARBITRATION AGREEMENT WITH FULL FORCE AND EFFECT; HOWEVER, WITHOUT LIMITING ANY PROVISIONS OF THE FAA, A MOTION OR PETITION OR ACTION TO COMPEL ARBITRATION MAY ALSO BE BROUGHT IN STATE COURT UNDER THE PROCEDURAL PROVISIONS OF SUCH STATE'S LAWS RELATING TO MOTIONS OR PETITIONS OR ACTIONS TO COMPEL ARBITRATION. THE ARBITRATION SHALL BE BEFORE A SINGLE ARBITRATOR WHO SHALL BE A FORMER FEDERAL OR STATE COURT JUDGE. EMPLOYEE AGREES THAT EMPLOYEE MAY ONLY BRING ANY SUCH ARBITRATION IN EMPLOYEE'S INDIVIDUAL CAPACITY. SUCH ARBITRATION WILL OCCUR IN MASSACHUSETTS, BEFORE JAMS UNDER ITS APPLICABLE RULES AND PROCEDURES ("JAMS RULES") AND MASSACHUSETTS LAW. THE ARBITRATOR MAY GRANT INJUNCTIONS AND OTHER RELIEF IN SUCH DISPUTES. THE ARBITRATOR SHALL ADMINISTER AND CONDUCT ANY ARBITRATION IN ACCORDANCE WITH MASSACHUSETTS LAW, AND THE ARBITRATOR SHALL APPLY SUBSTANTIVE AND PROCEDURAL MASSACHUSETTS 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 MASSACHUSETTS LAW, MASSACHUSETTS LAW SHALL TAKE PRECEDENCE. THE DECISION OF THE ARBITRATOR SHALL BE WRITTEN, FINAL, 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 HALF 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. IN THE EVENT THAT JAMS FAILS, REFUSES, OR OTHERWISE DOES NOT ENFORCE THE AFOREMENTIONED ARBITRATION COSTS SHARING PROVISION, EITHER PARTY MAY COMMENCE AN ACTION TO RECOVER SUCH AMOUNTS AGAINST THE NON-PAYING PARTY IN COURT AND THE NON-PAYING PARTY SHALL REIMBURSE THE MOVING PARTY FOR THE ATTORNEYS' FEES AND COSTS INCURRED IN CONNECTION WITH SUCH ACTION. THE PARTIES AGREE THAT PUNITIVE DAMAGES SHALL BE UNAVAILABLE IN ARBITRATION. 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 SECTION CONFLICT WITH ANY OTHER ARBITRATION AGREEMENT BETWEEN THE PARTIES, INCLUDING, BUT NOT LIMITED TO THE ARBITRATION SECTION OF THE CONFIDENTIALITY AGREEMENT, THE PARTIES AGREE THAT THIS ARBITRATION AGREEMENT SHALL GOVERN.

19.Cooperation with Company. Employee agrees that Employee shall provide reasonable cooperation and assistance to the Company in the transition of Employee's role and in the resolution of any matters in which Employee was involved during the course of Employee's employment, or about which Employee has knowledge, and in the defense or prosecution of any investigations, audits, claims or actions now in existence or which may be brought or threatened in the future against or on behalf of the Company, including any investigations, audits, claims or actions involving or against its officers, directors and

employees. Employee's cooperation with such matters shall include, without limitation, being reasonably available to consult with the Company regarding matters in which Employee has been involved or has knowledge; to reasonably assist the Company in preparing for any proceeding (including, without limitation, depositions, mediations, hearings, settlement negotiations, discovery conferences, arbitration, or trial); to provide affidavits reflecting truthful written testimony; to assist with any audit, inspection, proceeding or other inquiry; and to act as a witness to provide truthful testimony in connection with any investigation, audit, mediation, litigation or other legal proceeding affecting the Company, provided that the Company shall use reasonable efforts to schedule any proceeding requiring Employee's attendance in a manner that will minimize unnecessary interference with Employee's personal or business activities. Employee agrees to keep the Company's Human Resources department apprised of Employee's current contact information, including telephone numbers, work address, home address, and email address(es), and to promptly respond to communications from the Company in connection with this Section. Employee understands and agrees that this provision requires Employee's cooperation with the Company, but is not intended to have any influence whatsoever on any specific outcome in any matter and Employee is expected at all times to provide truthful testimony and responses in connection with any matter and Employee is not and will not be considered an officer, employee, advisor, consultant, or other Company service provider in complying with this Section. Employee understands and agrees that Employee is not otherwise entitled to any additional compensation for such cooperation, beyond the consideration provided under this Agreement. The Company shall reimburse Employee for reasonable, pre-approved out-of-pocket expenses for such cooperation.

20.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 Employee's behalf under the terms of this Agreement. Employee agrees and understands that Employee 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 Releasees 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 Employee's 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.

21.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 Employee has the capacity to act on Employee's own behalf and on behalf of all who might claim through Employee 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.

22.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, complaint, or report with, or otherwise communicating with, cooperating with or participating in any investigation or proceeding that may be conducted by, any federal, state or local government agency or commission, including the Securities and Exchange Commission, the Equal Employment Opportunity Commission, the Occupational Safety and Health Administration, and the National Labor Relations Board ("Government Agencies"). Employee understands that in connection with such Protected Activity, Employee is permitted to disclose documents or other information as permitted by law, and without giving notice to, or receiving authorization from, the Company. Notwithstanding the foregoing, Employee agrees to take all reasonable precautions to prevent any unauthorized use or disclosure of any information that may constitute Company confidential information under the Confidentiality Agreement to any parties other than the relevant Government Agencies. Employee 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 addition, pursuant to the Defend

Trade Secrets Act of 2016, Employee is notified that an individual will not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that (i) is made in confidence to a federal, state, or local government official (directly or indirectly) or to an attorney *solely*for the purpose of reporting or investigating a suspected violation of law, or (ii) is made in a complaint or other document filed in a lawsuit or other proceeding, if (and only if) such filing is made under seal. In addition, an individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the individual's attorney and use the trade secret information in the court proceeding, if the individual files any document containing the trade secret under seal and does not disclose the trade secret, except pursuant to court order. Finally, nothing in this Agreement constitutes a waiver of any rights Employee may have under the Sarbanes-Oxley Act.

23.Section 409A. It is intended that all payments and benefits provided under this Agreement be exempt from (or to the extent any such payments and benefits fail to be so exempt, to comply with) Code Section 409A and the final regulations and official guidance thereunder (collectively, "Section 409A") so that none of the payments or benefits will be subject to the additional tax imposed under Section 409A, and any ambiguities herein will be interpreted in accordance with such intent. Each payment and benefit to be paid or provided under this Agreement is intended to constitute a series of separate payments for purposes of Section 1.409A-2(b)(2) of the Treasury Regulations. Notwithstanding anything to the contrary in this Agreement, if Employee was a "specified employee" within the meaning of Section 409A at the time of Employee's "separation from service" within the meaning of Section 409A (other than due to death), then any payments or benefits to be paid or provided to Employee pursuant to this Agreement that, when considered together with any other severance payments or separation benefits, are considered deferred compensation under Section 409A ("Deferred Payments") that are payable within the first six (6) months following Employee's separation from service, will become payable on the date that is six (6) months and one (1) day following the date of Employee's separation from service. All subsequent Deferred Payments, if any, will be payable in accordance with the payment schedule applicable to such payment or benefit. Notwithstanding anything herein to the contrary, if Employee dies following Employee'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 Section will be payable in a lump sum as soon as administratively practicable after the date of Employee's death and all other Deferred Payments will be payable in accordance with the payment schedule applicable to such payment or benefit. The Company and Employee will work together in good faith to consider either (a) amendments to this Agreement; or (b) revisions to this Agreement with respect to the payment of any awards, which are necessary or appropriate to avoid imposition of any additional tax or income recognition prior to the actual payment to Employee under Section 409A. In no event will the Releasees have any liability or obligation to reimburse, indemnify, or hold harmless Employee or any other person for any taxes or costs that may be imposed on or incurred by Employee or any other person as a result of Section 409A. In no event will Employee have discretion to determine the taxable year of payment of any separation-related payments.

24.Clawback. Notwithstanding any provisions to the contrary under this Agreement, any compensation provided by the Company to the Employee (including, but not limited to, the consideration listed in Section 1 of this Agreement) will be subject to reduction, cancellation, forfeiture, recoupment, reimbursement, or reacquisition under the Company's compensation recoupment policy in effect as of the Effective Date and any other compensation recoupment or clawback policy of the Company as may be established and/or amended from time to time, including, without limitation, to comply with the listing standards of any national securities exchange or association on which the Company's securities are listed, the Dodd-Frank Wall Street Reform and Consumer Protection Act, or other applicable laws (the "Clawback Policy"). The Company may require Employee to forfeit, return or reimburse the Company all or a portion of such compensation pursuant to the terms of a Clawback Policy or as necessary or appropriate to comply with applicable laws. No other agreement or arrangement with the Company or any parent or subsidiary of the Company will supersede the Clawback Policy, including, without limitation, any indemnification agreement or arrangement.

25.No Representations. Employee represents that Employee 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.

26.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.

27.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.

28.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, including the Employment Agreement, with the exception of the Confidentiality Agreement, the Indemnification Agreement by and between Employee and the Company effective as of November 10, 2023 (the "Indemnification Agreement"), the Plan and the Award Agreements.

29.No Oral Modification. This Agreement may only be amended in a writing signed by Employee and an authorized member of the Board of Directors of the Company.

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

31.Effective Date. Employee understands that this Agreement shall be null and void if not executed by Employee, and returned to the Company, within the twenty-one (21) day period set forth above. 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").

32.Counterparts. This Agreement may be executed in counterparts and each counterpart shall be deemed an original and all of which counterparts taken together 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. The counterparts of this Agreement may be executed and delivered by facsimile, photo, email PDF, Docusign/Echosign or a similarly accredited secure signature service, or other electronic transmission or signature.

33.Voluntary Execution of Agreement. Employee understands and agrees that Employee 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 Employee's claims against the Company and any of the other Releasees. Employee acknowledges that:

(a) Employee has read this Agreement;

(b) Employee has been represented in the preparation, negotiation, and execution of this Agreement by legal counsel of Employee's own choice or has elected not to retain legal counsel;

(c) Employee understands the terms and consequences of this Agreement and of the releases it contains; and

(d) Employee is fully aware of the legal and binding effect of this Agreement.

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

KEVIN SMITH, an individual

Dated: November 16, 2026 /s/ Kevin R.M. Smith
Kevin Smith

INOGEN, INC.

Dated: November 16, 2026 By: /s/ Elizabeth Mora
Elizabeth Mora
Chairperson of the Board of Directors