

INOGEN CONNECT TERMS AND CONDITIONS (U.S.)

Last Updated: December 16th, 2024

These Terms and Conditions (“Terms”) govern the relationship and serve as a legally binding agreement between you and Inogen, Inc. and its affiliates and subsidiaries (“Inogen”, “we”, “our”, or “us”) and set forth the terms and conditions by which you may access and use the Inogen Connect Mobile Application and the Inogen Connect Patient Portal (collectively, “Inogen Connect”). All personal information we collect through the Inogen Connect is subject to our Inogen Connect Privacy Policy available at: [Privacy Policy](#).

We may make changes to these Terms. The “Last Updated” date above indicates when these Terms were last changed. If we make future changes, we may provide you with notice of such changes, such as by sending an email, providing a notice through Inogen Connect, or updating the date at the top of these Terms. Unless we say otherwise in our notice, the amended Terms will be effective immediately, and your continued use of Inogen Connect will confirm your acceptance of the changes. If you do not agree to the amended Terms, you must immediately stop using Inogen Connect.

IMPORTANT NOTE: Inogen, Inc. is subject to the Health Insurance Portability and Accountability Act of 1996, as amended, and implementing regulations (“**HIPAA**”). If there is any conflict between these Terms and HIPAA, HIPAA will apply. For more information about Inogen’s obligations and individuals’ rights under HIPAA, please see our [HIPAA Notice of Privacy Practices](#).

IMPORTANT NOTE: PLEASE READ THESE TERMS CAREFULLY AS THEY INCLUDE INFORMATION ABOUT YOUR LEGAL RIGHTS, REMEDIES AND OBLIGATIONS. BY CLICKING ON THE “I AGREE” BUTTON BELOW, YOU AGREE to the FOLLOWING TERMS AND CONDITIONS. IF YOU DO NOT AGREE TO ANY PORTION OF THESE TERMS, YOU SHOULD NOT ACCESS OR OTHERWISE USE INOGEN CONNECT. THESE TERMS INCLUDE A CLASS ACTION WAIVER AND REQUIRE BINDING ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES AS DETAILED IN SECTION 15.

1. CUSTOMER USERS.

Permitted Use. Inogen Connect may be used by customers who purchase or rent an Inogen oxygen concentrator directly from Inogen (“Inogen Users”) or who purchase or rent an Inogen oxygen concentrator from a home medical equipment (“Medical Device

Supplier”) other than Inogen (“Non-Inogen User”). Collectively, Inogen Users and Non-Inogen Users are referred as “Users”. Inogen Connect may be used by Users to monitor their Inogen oxygen concentrator usage, Inogen oxygen concentrator device health and performance, and to receive notifications.

1.1 Interface Panel. Inogen Connect is not intended to replace the user interface panel on the oxygen concentrator, which is the primary source of information to which the patient should refer when operating the device.

1.2 Not Medical Advice. Inogen Connect does not provide medical advice and is not a substitute for medical advice, and is not intended to diagnose, treat, cure, or prevent any disease or medical condition .

Understanding These Instructions and Safe Device Use. If you have questions about the information in these instructions or about the safe operation of Inogen Connect or your oxygen concentrator, contact your Medical Device Supplier or Inogen.

2. TERMINATION: Inogen may terminate your User Account or right to access secured portions of Inogen Connect at any time, without notice, for conduct that we believe violates these Terms and/or is harmful to other users, Inogen, its partners, Inogen’s service providers, or other information providers.

3. USER ACCOUNT AND SECURITY:

3.1 Security. We use reasonable precautions to protect the privacy and security of your information, the privacy of your User Account. Accordingly, your information is encrypted and is not expected to be read in an intelligible form as it travels to Inogen Connect. You, however, are ultimately responsible for protecting your User Account information from disclosure to third parties, and you are not permitted to circumvent the use of required encryption technologies. You agree to (i) immediately notify Inogen of any unauthorized use of your User Account, or any other breach of security and (ii) ensure that you exit from your User Account at the end of each session. While we provide certain encryption technologies and use other reasonable precautions to protect your confidential information and provide suitable security, we do not and cannot guarantee or warrant that information

transmitted through the internet is secure, or that such transmissions are free from delay, interruption, interception, or error.

3.2 Accurate Information. In creating and using your User Account to access and use Inogen Connect, you agree to: (i) provide true, accurate, current, and complete information about yourself on any required registration form (such information being the "Registration Data"); and (ii) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current, or incomplete, or if Inogen has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, then we have the right to suspend or terminate your User Account and refuse any and all current or future use of your User Account.

3.3 Non-Transferability of User Account. User Accounts are non-transferable, and all users are obligated to take preventative measures to prohibit unauthorized users from accessing or using Inogen Connect with their User Account. You agree, confirm, and acknowledge that we will not be liable for any loss, damage, or harm that incurred as a result of someone else using your User Account, either with or without your consent and/or knowledge.

4. USE RESTRICTIONS: These Terms apply to individuals accessing Inogen Connect in the United States (U.S.). Inogen Connect and content may not be available in all territories and jurisdictions. International rates and carrier fees may apply when using Inogen Connect outside of the United States, and we may restrict or prohibit use of all or a portion of Inogen Connect in certain jurisdictions and territories.

4.1 Age. Users under 16 years of age may only use Inogen Connect under the supervision of a parent or legal guardian who agrees to be bound by these Terms. The parent or legal guardian of a user under the age of 16 is fully responsible for the acts or omissions of such user in relation to Inogen Connect. If you are a parent or legal guardian and you believe that your child under the age of 16 is using Inogen Connect without your consent, please contact us at: privacy@inogen.net.

5. PROHIBITED CONTENT: In connection with your access to and use of Inogen Connect, you are responsible for compliance with all applicable laws,

regulations, and policies of all relevant jurisdictions. Recognizing the global nature of the internet, you agree to comply with all applicable local rules regarding online conduct and acceptable content. Specifically, among other things, you agree that, by or while accessing or using Inogen Connect, you will not, directly, or indirectly:

- 5.1** Violate any applicable law, contract, intellectual property right, or other third-party right or commit a tort;
- 5.2** Engage in any harassing, threatening, intimidating, predatory, or stalking conduct;
- 5.3** Use or attempt to use another User's information without authorization from that user and Inogen;
- 5.4** Impersonate or post on behalf of any person or entity or otherwise misrepresent your affiliation with a person or entity;
- 5.5** Sell or resell access to Inogen Connect;
- 5.6** Copy, reproduce, distribute, publicly perform, or publicly display all or portions of Inogen Connect, except as expressly permitted by us or our licensors;
- 5.7** Modify the software in Inogen Connect, remove any proprietary rights notices or markings, or otherwise make any derivative works based upon Inogen Connect;
- 5.8** Use Inogen Connect in any manner that could interfere with, disrupt, negatively affect, or inhibit other users from fully enjoying Inogen Connect or that could damage, disable, overburden, or impair the functioning of Inogen Connect in any manner;
- 5.9** Reverse engineer any aspect of Inogen Connect or do anything that might discover source code, or bypass or circumvent measures employed to prevent or limit access to any part of Inogen Connect;
- 5.10** Use any data mining, robots, or similar data gathering or extraction methods designed to scrape or extract data from Inogen Connect.;
- 5.11** Use any content harvested from Inogen Connect to train artificial intelligence models;

- 5.12** Develop or use any applications that interact with Inogen Connect without our prior written consent;
- 5.13** Send, distribute, or post spam, unsolicited or bulk commercial electronic communications, chain letters, or pyramid schemes;
- 5.14** Link to any online portion of Inogen Connect in a manner that damages or exploits, in our sole discretion, our reputation or suggests any form or association, approval, or endorsement by the Inogen; or
- 5.15** Use Inogen Connect for any illegal or unauthorized purpose, or engage in, encourage, or promote any activity that violates these Terms.

Enforcement of this Section 5 is solely at Inogen’s discretion, and failure to enforce this section in some instances does not constitute a waiver of our right to enforce it in other instances.

6. OWNERSHIP/LICENSE:

- 6.1** All materials shared through Inogen Connect, including the text, graphics, images, photographs, videos, audio, user interface, illustrations, and other content contained therein, and all intellectual property rights therein and thereto, (“Inogen Content”) are the copyrighted property of Inogen or our licensors and are subject to all applicable copyright protection. Subject to your compliance with these Terms, Inogen grants you a royalty-free, revocable, non-exclusive, non-assignable, non-sublicensable, and non-transferable limited license to access and use Inogen Connect for your permitted use.

Any use of Inogen Connect other than as specifically authorized herein, without our prior written permission, is strictly prohibited and will terminate the license granted herein and violate our intellectual property rights. Except as expressly provided in these Terms, you are prohibited from copying, reproducing, modifying, distributing, displaying, performing, or transmitting any of the contents of Inogen Connect for any purposes, and nothing otherwise stated or implied in Inogen Connect confers on you any license or right to do so.

- 6.2** Inogen reserves the right to make changes to any products herein to improve readability, function, or design.

7. **FEEDBACK:** You may voluntarily post, submit, or otherwise communicate to us any questions, comments, suggestions, ideas, original or creative materials, or other information about Inogen or Inogen Connect (collectively, "Feedback"). You understand that we may use such Feedback for any permissible purpose, commercial or otherwise, without acknowledgment or compensation to you, including to develop, copy, publish, or improve our products, including Inogen Connect. Inogen will exclusively own all improvements to its products based on any Feedback. You understand that Inogen may treat Feedback as nonconfidential.

8. **THIRD-PARTY CONTENT:** We rely on or interoperate with third-party products, software, hardware, technology, data, apps, and services, including, without limitation, data storage services, communications technologies, IoT Apps, third-party app stores, and internet and mobile operators (collectively, "Third-Party Materials"). These Third-Party Materials are beyond our control, but their operation may impact, or be impacted by, the use and reliability of Inogen Connect. You acknowledge that (a) the use and availability of Inogen Connect is dependent on third-party product vendors and service providers and (b) these Third-Party Materials may not operate reliably 100% of the time, which may impact the way that Inogen Connect operates.
 - 8.1 Specifically, certain items of independent, third-party code may be utilized in connection with Inogen Connect that may be subject to open-source licenses ("**Open-Source Software**"). The Open-Source Software is licensed to us under the terms of the license that accompanies such Open-Source Software and may be licensed to you under the terms of the same license or through other terms. Nothing in these Terms limits your rights under, or grants you rights that supersede, the terms and conditions of any applicable license for such Open-Source Software. We have no obligation to monitor Third-Party Materials, and we may block or disable access to any Third-Party Materials (in whole or part) through Inogen Connect at any time. Your access to and use of such Third-Party Materials may be subject to additional terms, conditions, and policies applicable to such Third-Party Materials (including terms of service or privacy policies of the providers). You are responsible for obtaining and maintaining any computer hardware, equipment, network services and connectivity, telecommunications services, and other products and services necessary to access and use Inogen Connect.

9. **CONFIDENTIALITY:** Certain Inogen Content may be marked or indicated “Confidential” or “Proprietary.” In that event, you agree not to use or disclose to any unauthorized person, and agree to maintain the confidentiality of such content, unless compelled to disclose by judicial or administrative process or, in the opinion of counsel, by other requirements of law.
10. **WARRANTIES:** INOGEN DOES **NOT** DIAGNOSE HEALTH CARE CONDITIONS. YOU EXPRESSLY AGREE THAT YOUR USE OF INOGEN CONNECT IS AT YOUR SOLE RISK. TO THE MAXIMUM EXTENT PERMITTED BY LAW, YOU HEREBY RELEASE US AND AGREE TO HOLD US HARMLESS FROM ANY AND ALL CAUSES OF ACTION AND CLAIMS OF ANY NATURE RESULTING FROM HEALTH CARE SERVICES OR INOGEN CONNECT, INCLUDING (WITHOUT LIMITATION) ANY ACT, OMISSION, OPINION, RESPONSE, ADVICE, SUGGESTION, INFORMATION AND/OR SERVICE OF ANY PROVIDER AND/OR ANY OTHER CONTENT OR INFORMATION ACCESSIBLE THROUGH INOGEN CONNECT. INOGEN CONNECT AND ALL CONTENT IS PROVIDED "AS IS" AND "AS AVAILABLE" FOR YOUR USE, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, UNLESS SUCH WARRANTIES ARE LEGALLY INCAPABLE OF EXCLUSION. INOGEN MAKES **NO REPRESENTATIONS OR WARRANTIES** THAT INOGEN CONNECT, ANY CONTENT OR ANY SERVICES OFFERED IN CONNECTION WITH INOGEN CONNECT IS OR WILL REMAIN UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SERVICES AVAILABLE ON, THROUGH OR IN CONNECTION WITH INOGEN CONNECT OR THE SERVERS USED IN CONNECTION WITH INOGEN CONNECT IS OR WILL REMAIN FREE FROM ANY VIRUSES, WORMS, TIME BOMBS, DROP DEAD DEVICES, TROJAN HORSES OR OTHER HARMFUL COMPONENTS. INOGEN DOES NOT GUARANTEE THAT YOU WILL BE ABLE TO ACCESS OR USE INOGEN CONNECT AT TIMES OR LOCATIONS OF YOUR CHOOSING, OR THAT INOGEN WILL HAVE ADEQUATE CAPACITY FOR INOGEN CONNECT AS A WHOLE OR IN ANY SPECIFIC GEOGRAPHIC AREA. You represent that you have reviewed and agree to abide by these Terms.
11. **INDEMNIFICATION:** You will indemnify, defend and hold harmless Inogen and our subsidiaries and affiliates, and each of our respective officers, directors, employees and agents (individually and collectively, the “Inogen Parties”) from and against any and all losses, damages, claims, demands, debts, liabilities, costs, and expense (including reasonable attorneys’ fees) (collectively “Losses”) arising out of or related to (a) your access to or use of Inogen Connect; (b) your User Content or Feedback; (c) your violation of these Terms; (d) your violation, misappropriation, or infringement of any rights of another (including

intellectual property rights or privacy rights); (e) your conduct in connection with Inogen Connect.

- 12. LIMITATION OF LIABILITY:** To the fullest extent permitted by applicable law, Inogen and the other Inogen Parties will not be liable to you under any theory of liability—whether based in contract, tort, negligence, strict liability, warranty, or otherwise—for any indirect, incidental, consequential, punitive, special or exemplary damages or lost profits (even if Inogen, the other Inogen Parties, or you has been advised of the possibility of such damages), arising from any provision of these Terms. The limitations set forth in this Section 12 will not limit or exclude liability for the gross negligence, fraud, or intentional misconduct of Inogen or the other Inogen Parties or for any other matters in which liability cannot be excluded or limited under applicable law. Additionally, some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you.
- 13. RELEASE:** To the fullest extent permitted by applicable law, you release Inogen and the other Inogen Parties from responsibility, liability, claims, demands, and/or damages (actual and consequential) of every kind and nature, known and unknown (including claims of negligence), arising out of or related to disputes between users and the acts or omissions of third parties. If you are a consumer who resides in California, you hereby waive your rights under California Civil Code § 1542, which provides: “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.”
- 14. NOTICES:** All notices and communications required by this Agreement must be in writing and sent by e-mail to privacy@inogen.net hand delivered with a signed receipt, or mailed by registered or certified U.S. mail, return receipt requested addressed as follows: Inogen, Inc., 859 Ward Drive, Suite 200, Goleta, CA 93111.
- 15. DISPUTE RESOLUTION; BINDING ARBITRATION:**

PLEASE READ THIS SECTION CAREFULLY BECAUSE IT REQUIRES YOU AND INOGEN TO ARBITRATE CERTAIN DISPUTES AND CLAIMS AND LIMITS THE MANNER IN WHICH WE CAN SEEK RELIEF FROM EACH OTHER. ARBITRATION

PRECLUDES YOU AND INOGEN FROM SUING IN COURT OR HAVING A JURY TRIAL. YOU AND INOGEN AGREE THAT ARBITRATION WILL BE SOLELY ON AN INDIVIDUAL BASIS AND NOT AS A CLASS ARBITRATION, CLASS ACTION, OR ANY OTHER KIND OF REPRESENTATIVE PROCEEDING. INOGEN AND YOU ARE EACH WAIVING THE RIGHT TO TRIAL BY A JURY.

15.1 FOLLOW THE INSTRUCTIONS BELOW IF YOU WISH TO OPT OUT OF THE REQUIREMENT OF ARBITRATION ON AN INDIVIDUAL BASIS. NO CLASS OR REPRESENTATIVE ACTIONS OR ARBITRATIONS ARE ALLOWED UNDER THIS ARBITRATION AGREEMENT.

15.2 For any dispute or claim that you have against Inogen, that Inogen has against you or that you have, or Inogen has, in each case arising from, relating to, or stemming from these Terms, Inogen Connect, or any aspect of the relationship between you and Inogen as relates to these Terms, Inogen Connect, including any privacy or data security claims, (collectively, "Claims", and each a "Claim"), you and Inogen agree to attempt to first resolve the Claim informally via the following process. If you assert a Claim against Inogen, you will first contact Inogen by sending a written notice of your Claim ("Claimant Notice") to Inogen by certified mail addressed to Inogen, Inc., 859 Ward Drive, Suite 200, Goleta, CA 93111 by email to privacy@inogen.net. The Claimant Notice must (i) include your name, residence address, email address, and telephone number; (ii) describe the nature and basis of the Claim; and (iii) set forth the specific relief sought. If Inogen asserts a Claim against you, Inogen will first contact you by sending a written notice of Inogen's Claim ("Inogen Notice"), and each of a Claimant Notice and Inogen Notice, a ("Notice") to you via email to the primary email address associated with your User Account. The Inogen Notice must (i) include the name of a Inogen contact and the contact's email address and telephone number; (ii) describe the nature and basis of the Claim; and (iii) set forth the specific relief sought. If you and Inogen cannot reach an agreement to resolve the Claim within thirty (30) days after you or Inogen receives such a Notice, then either party may submit the Claim to binding arbitration as set forth below. The statute of limitations and any filing fee deadlines shall be tolled for thirty (30) days from the date that either you or Inogen first send the applicable Notice so that the parties can engage in this informal dispute-resolution process.

- 15.3** Except for individual disputes that qualify for small claims court and any disputes exclusively related to the intellectual property or intellectual property rights of you or Inogen, including any disputes in which you or Inogen seek injunctive or other equitable relief for the alleged unlawful use of your or Inogen's intellectual property or other infringement of your or Inogen's intellectual property rights ("IP Claims"), all Claims, whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory, including Claims that are not related to intellectual property or intellectual property rights but are jointly filed with IP Claims, that are not resolved in accordance with Section 15 will be resolved by a neutral arbitrator through final and binding arbitration instead of in a court by a judge or jury. Such Claims include, without limitation, disputes arising out of or relating to interpretation or application of this arbitration provision, including the enforceability, revocability, or validity of the arbitration provision or any portion of the arbitration provision. The arbitrator will have the authority to grant any remedy or relief that would otherwise be available in court.
- 15.4** These Terms affect interstate commerce, and the enforceability of this Section 15 will be substantively and procedurally governed by the Federal Arbitration Act ("FAA"), 9 U.S.C. § 1, et seq., to the extent permitted by law.
- 15.5** All Claims must be submitted to the American Arbitration Association ("AAA") and will be resolved through binding arbitration before one arbitrator. If you are a consumer, the then-current version of the AAA's Consumer Arbitration Rules will apply, which are available on the AAA's website (adr.org), as amended by these Terms as follows:
- 15.6** YOU AND INOGEN AGREE THAT ANY ARBITRATION UNDER THESE TERMS WILL TAKE PLACE ON AN INDIVIDUAL BASIS; CLASS ARBITRATIONS AND CLASS ACTIONS ARE NOT PERMITTED, AND YOU AND INOGEN ARE AGREEING TO GIVE UP THE ABILITY TO PARTICIPATE IN A CLASS ACTION. As limited by the FAA, this Agreement, and the AAA Consumer Arbitration Rules, the arbitrator will have exclusive authority to make all procedural and substantive decisions regarding any dispute and to grant any remedy that would otherwise be available in court, including the power to determine the question of arbitrability. The arbitrator may conduct only an individual arbitration and, except as described below for the additional procedures to govern if twenty-five

(25) or more similar or coordinated claims are asserted against Inogen or you by the same or coordinated counsel, may not consolidate more than one individual's claims, preside over any type of class or representative proceeding, or preside over any proceeding involving more than one individual.

- 15.7** For any arbitration you initiate, you will pay the consumer filing fee, and Inogen will pay the remaining AAA fees and costs. For any arbitration initiated by Inogen, Inogen will pay all AAA fees and costs.
- 15.8** For all arbitrations where the claims asserted are \$25,000 or less, the arbitration shall be resolved according to the AAA's Procedures for the Resolution of Disputes through Document Submission, and for all other arbitrations the following procedure will apply: (i) the arbitrator will conduct hearings, if any, by teleconference or videoconference rather than by personal appearances, unless the arbitrator determines upon request by you or by us that an in-person hearing is appropriate; (ii) any in-person appearances will be held at a location which is reasonably convenient to both parties with due consideration of their ability to travel and other pertinent circumstances; and (iii) if the parties are unable to agree on a location, such determination should be made by the AAA or by the arbitrator.
- 15.9** If you or Inogen submits a dispute to arbitration and the arbitrator orders any exchange of information, you and Inogen agree to cooperate to seek from the arbitrator protection for any confidential, proprietary, trade secret, or otherwise sensitive information, documents, testimony, and/or other materials that might be exchanged or the subject of discovery in the arbitration. You and Inogen agree to seek such protection before any such information, documents, testimony, and/or materials are exchanged or otherwise become the subject of discovery in the arbitration.
- 15.10** The arbitrator's decision will follow these Terms and will be final and binding. The arbitrator will have authority to award temporary, interim, or permanent injunctive relief or relief providing for specific performance of these Terms but only to the extent necessary to provide relief warranted by the individual claim before the arbitrator. The award rendered by the arbitrator may be confirmed and enforced in any court having jurisdiction thereof. Notwithstanding any of the foregoing,

nothing in these Terms will preclude you from bringing issues to the attention of federal, state, or local agencies and, if the law allows, they can seek relief against us for you.

15.11 The AAA Supplementary Rules for Multiple Case Filings and the AAA Multiple Consumer Case Filing Fee Schedule will apply if twenty-five (25) or more similar claims are asserted against Inogen or against you by the same or coordinated counsel or are otherwise coordinated. In addition to the application of the AAA Supplementary Rules for Multiple Case Filings and the AAA Multiple Consumer Case Filing Fee Schedule, you and Inogen understand and agree that when twenty-five (25) or more similar claims are asserted against Inogen or you by the same or coordinated counsel or are otherwise resolved, your or Inogen's Claim might be delayed. For such coordinated actions, you and Inogen also agree to the following coordinated bellwether process. Counsel for the claimants and counsel for Inogen shall each select ten (10) cases (per side) to proceed first in individual arbitration proceedings as part of a bellwether process. The remaining cases shall not be filed or deemed filed in arbitration nor shall any AAA fees be assessed in connection with those cases until they are selected to proceed to individual arbitration proceedings as part of a bellwether process. If the parties are unable to resolve the remaining cases after the conclusion of the initial twenty (20) proceedings, each side shall select another ten (10) cases (per side) to proceed to individual arbitration proceedings as part of a second bellwether process. The remaining cases shall not be filed or deemed filed in arbitration nor shall any AAA fees be assessed in connection with those cases until they are selected to proceed to individual arbitration proceedings as part of a bellwether process. A single arbitrator shall preside over each case. Only one case may be assigned to each arbitrator as part of a bellwether process unless the parties agree otherwise. This staged process shall continue, consistent with the parameters identified above, until all the claims included in these coordinated filings, including your case, are adjudicated or otherwise resolved. The statute of limitations and any filing fee deadlines shall be tolled for claims subject to this staged process from the time the first cases are selected for a bellwether process until the time your case is selected for a bellwether process, withdrawn, or otherwise resolved. A court shall have authority to enforce this paragraph and, if necessary,

to enjoin the mass filing or prosecution of arbitration demands against Inogen or you.

- 15.12** One Year to Assert Claims. To the extent permitted by law, any Claim by you or Inogen relating in any way to these Terms, Inogen Connect, or any aspect of the relationship between you and Inogen as relates to these Terms or Inogen Connect, must be filed within one year after such Claim arises; otherwise, the Claim is permanently barred, which means that you and Inogen will not have the right to assert the Claim.
- 15.13** You have the right to opt out of binding arbitration within 30 days of the date you first accepted these Terms by providing us with notice of your decision to opt-out via email at privacy@inogen.net or by certified mail addressed Inogen, Inc., 859 Ward Drive, Suite 200, Goleta, CA 93111. In order to be effective, the opt-out notice must include your full name, mailing address, and email address. The notice must also clearly indicate your intent to opt out of binding arbitration. By opting out of binding arbitration, you are agreeing to resolve disputes in accordance with Section 16.
- 15.14** If any portion of this Section 15 is found to be unenforceable or unlawful for any reason, including but not limited to because it is found to be unconscionable, (i) the unenforceable or unlawful provision will be severed from these Terms; (ii) severance of the unenforceable or unlawful provision will have no impact whatsoever on the remainder of this Section 15 or the parties' ability to compel arbitration of any remaining claims on an individual basis pursuant to this Section 15; and (iii) to the extent that any claims must therefore proceed on a class, collective, consolidated, or representative basis, such claims must be litigated in a civil court of competent jurisdiction and not in arbitration. The litigation of those claims will be stayed pending the outcome of any individual claims in arbitration. Further, if any part of this Section 15 is found to prohibit an individual claim seeking public injunctive relief, that provision will have no effect to the extent such relief is allowed to be sought out of arbitration, and the remainder of this Section 15 will be enforceable.
- 15.15** Notwithstanding anything to the contrary in the Terms, if you reside in any country outside of the United States, you may bring legal proceedings regarding the Terms either by following the arbitration

procedure detailed above in this Section 15 of the Terms or, if given the right by applicable law, by submitting the dispute to an arbitration administrator in the jurisdiction in which you reside. To the extent any proceeding is not subject to arbitration under applicable law, you may submit the dispute to the courts of the jurisdiction in which you reside.

- 16. GOVERNING LAW:** This Agreement and all rights and obligations of the parties will be governed by and construed in accordance with the internal laws of the State of California in the United States of America without giving effect to any conflicts of law rules that would cause the application of the laws of any other jurisdiction. Any dispute arising out of this Agreement (except for an action for injunctive relief) may be resolved by arbitration held in Santa Barbara, California in accordance with the Rules of the American Arbitration Association then in effect, as provided in Section 15. Judgment upon the award rendered by the arbitrators may be entered in any court jurisdiction. The parties consent to exclusive jurisdiction (non-arbitration) in the courts of the Santa Barbara, State of California.
- 17. SEVERABILITY:** If any portion of these Terms other than Section 17 is found to be unenforceable or unlawful for any reason, including but not limited to because it is found to be unconscionable, (a) the unenforceable or unlawful provision will be severed from these Terms; (b) severance of the unenforceable or unlawful provision will have no impact whatsoever on the remainder of these Terms; and (c) the unenforceable or unlawful provision may be revised to the extent required to render the Terms enforceable or valid, and the rights and responsibilities of the parties will be interpreted and enforced accordingly, so as to preserve the Terms and the intent of the Terms to the fullest possible extent.