

# Inogen

## Reseller Minimum Advertised Price, Online Commerce and Brand Usage Agreement

Inogen, Inc. (“**Inogen**”) is committed to providing reliable, high-quality products to improve care for respiratory patients. Inogen has expended significant resources to innovate, develop, and market products and to develop a valuable brand perception and goodwill in relation to the Inogen name and the Inogen products (“**Products**”). To maintain and protect Inogen’s brand image and goodwill, Inogen has unilaterally established the requirement that all partners who engage in advertising and the retail sale of Inogen Products (“**Resellers**”) comply with this Reseller Minimum Advertised Price (“**MAP**”), Online Commerce and Brand Usage Policy (this “**Policy**”). Inogen unilaterally requires that all Resellers in the United States comply with this Policy in connection with the retail sale of Products. Resellers are required to abide by this Policy to continue operating as authorized Resellers of the Products and to continue purchasing Products for resale from Inogen. Inogen believes implementation of this Policy is necessary to maintain its reputation for high-quality products, preserve its brand image, and ensure Resellers provide effective marketing.

Resellers may only sell and ship Products to patients with a valid prescription located in the United States. Sales require a valid prescription from a prescriber licensed to prescribe within the United States. Reseller is prohibited from selling or shipping any Products outside of the United States or to patients with prescriptions originating outside the United States.

### **MAP Policy Guidelines**

1. This Policy applies to all forms of advertisements of the Products, including, without limitation, flyers, electronic and print mailers, brochures, coupons, newspapers, television/radio media, inserts, electronic media advertising such as e-commerce sites, websites, natural or paid search engine listings, social media, or similar advertisements or promotional materials.
2. All Products must be advertised at a price that is at least as high as the MAP for the applicable Product as set forth in Schedule A to this Policy. Inogen may revise the MAP for each Product from time to time in its sole discretion. If Inogen revises the MAP for any of the Products, Inogen will provide Reseller with an updated Schedule A and Reseller will comply with the revised MAP. This Policy does not establish maximum advertised prices. Resellers may offer Products at any price in excess of the MAP.
3. Resellers may not advertise a coupon, sale, promotion, or other discount in respect of a Product, if such coupon, sale, promotion, or discount will result in a price for the Product that is below the MAP. Products may not be advertised at the MAP with “On Sale” or other terminology that would indicate the Products are being offered below the MAP. In addition, Reseller may not include the Products or Inogen names or trademarks with the references to “the lowest price,” “the best price,” “guaranteed lowest/best price,” “beat competitors’ prices,” “don’t pay retail,” or similar statements designed to imply that the Products are being offered below MAP or to otherwise circumvent the intent and spirit of this Policy.

4. Subject to the exception for landing pages described below, Resellers must prominently list an advertised price for each Product that complies with this Policy on websites that advertise the Products. Advertised pricing for each Product must be easily accessible to consumers, such as on product detail pages. The advertised price for each Product must be displayed in a font size that is larger or at the same size as the majority of the other text on the page and cannot be buried in long blocks of copy or text below the fold. Inogen may review and notify Reseller if it determines that the advertised price is not prominently displayed as required by this Policy. In such event, Reseller will modify such materials to comply with this Policy.
  - a. Landing Pages: Resellers may point advertising to a landing page that does not list an advertised price for the Products if the purpose of the landing page is to generate leads. All other components of this Policy apply to landing pages.
  - b. Landing Page vs Main Website: In reference to the differentiation between a landing page and a main website page for purposes of this Policy, Inogen will determine such classification at its sole discretion. In general terms, a landing page has limited site navigation, if any, and typically has the single purpose of generating sales leads, as opposed to selling Products. Main website pages include corporate information, multiple product offerings, detailed company or Product information, and are located through organic search platforms.
5. Inogen does not offer a Manufacturer's Suggested Retail Price (MSRP). Resellers may not list an arbitrary MSRP or any other price, other than a price that complies with MAP for the applicable Product as listed in Schedule A of this Policy.
6. Product naming conventions (including Product names, packages, and bundles) can only be used in the specific naming conventions set out in Schedule A of this Policy. Resellers must use the Inogen Product naming conventions and cannot create nor advertise the Products using any other naming conventions or additional wording of any kind. Resellers may include descriptions with the Product listings but must not add wording to the Product naming conventions. Inogen reserves the right to determine if additional wording appears as a Product naming convention or a Product description.
7. Resellers may offer free shipping on any Product, so long as the Product is advertised at the MAP and the free shipping offer is not included in the Product naming convention. Any reference to Inogen's warranty on the Products must specifically reference the specific terms of Inogen's warranty in a fair and truthful manner.
8. This Policy applies only to advertised prices and does not apply to the prices the Products are actually sold. Resellers may establish their own final sale price for the Products as they determine in their sole discretion.
9. If Reseller advertises any refurbished or used Inogen products below the applicable MAP, Reseller must clearly and prominently disclose that the products are "used" or "refurbished" equipment.
10. Resellers are only authorized to sell Products directly to patients and are prohibited from selling Products to other companies, B2B accounts, wholesalers, or other retailers regardless of where the order originates, including online or through any other means.

11. From time to time, Inogen may provide written authorization for a time-constrained period of advertising below the MAP. This authorization will be provided to Resellers with specific conditions for advertising MAP and the period such an allowance is granted.
12. Resellers must adhere to ethical business practices, truth in advertising, and must not mislead consumers. Select examples of behavior to avoid are listed below, but overall, it is the Reseller's responsibility to uphold ethical business practices and to fulfill the spirit of this policy.
  - a. Claims made by Resellers in all forms of advertisements must be truthful and must be substantiated with unbiased, factual evidence that is readily available.
  - b. Inogen At Home prices cannot be advertised generically under "Inogen Products" to mislead patients looking for information on Inogen portable oxygen concentrator Products. For example, "Inogen Oxygen Concentrators Starting at \$XXX" may be a true statement but could mislead patients that are searching for Inogen Portable Oxygen Concentrator products. Therefore, the statement or similar statements may not be used.
13. Inogen reserves the right to update, revise, modify, or discontinue this Policy and the MAP structure at any time with no need for prior approval from its Resellers. Any revisions or adjustments are solely at the discretion of Inogen.

## Online Commerce

1. Resellers must list all web domains where Products will be advertised or otherwise listed for sale by the Reseller below in the Web Domain listing. Inogen reserves the right to disallow certain domain names from the sale of Products if such domain names do not comply with the terms of this Policy or are otherwise objectionable to Inogen, as determined in its sole discretion.
2. Resellers are prohibited from using or incorporating any Inogen brand names or trademarks as part of any domain name or URL structures of websites, landing pages, or advertisements, including promoted links that redirect to approved domain names.
3. Resellers may only receive Product orders via publicly accessible ecommerce enabled web pages that are hosted on approved websites owned and operated by Reseller.
4. Resellers may not list the Products on any third-party marketplace websites, or sell through drop-ship accounts, classified sites, or direct messages on forums. Examples include but are limited to: Amazon, eBay, Overstock, Facebook, Alibaba, Craigslist, etc.
5. Responding to messages or commenting on Inogen-placed advertisements or Inogen-owned accounts is prohibited.
6. Resellers are allowed to engage in online search engine marketing (SEM) paid advertising using the following guidelines:
  - a. Double serving is the running of consumer advertisements in paid SEM for the same or similar business across multiple accounts triggered by the same or similar keywords. Double serving is prohibited. This restriction prevents multiple ads from the same or stores under common ownership from appearing on the same search results page.
  - b. Resellers may use the Inogen brand name in search engine marketing (SEM) paid advertising written text copy only when it appears with either (1) the Inogen product name (limited to Inogen One G3, Inogen One G4, Inogen One G5, Inogen Rove 6, Inogen Rove 4, Inogen At Home, Inogen One products, Inogen One series, Inogen Rove products, Inogen Rove series) *or* (2) as part of the statement "Inogen Authorized Reseller." Reseller must not pose as Inogen in SEM advertisements and must clearly appear as an Inogen Reseller. Inogen reserves the right to review and approve or disprove all SEM paid advertisements featuring Inogen trademarks and Products.
7. Resellers must publish and maintain a publicly accessible privacy policy. Any websites or online advertising landing pages for the sale of Products must clearly display a valid link to the Reseller's current privacy policy.

## **Inogen Brand Usage**

1. Resellers in good standing and that are following all aspects of this Policy may use the Inogen Authorized Reseller logo with Products or for promotional purposes in advertisements or displayed on landing pages or main website pages.
2. Resellers are not allowed to use the Inogen company logo. However, Resellers are encouraged, but not required, to use the Inogen Authorized Reseller logo and to promote themselves as an Inogen Authorized Reseller on all landing pages, websites, and/or sales collateral. Resellers are permitted to use the Inogen name in on-page text copy on websites that are listed in the Reseller Web Domains section set out below.
3. Only assets provided by Inogen to Resellers (photos, reseller logo, graphics) may be used to promote Products. Reseller will distinguish itself as a separate entity than Inogen by promoting its own brand as an Inogen Authorized Reseller. Inogen reserves the right to review and approve all website pages or other promotional materials featuring Inogen trademarks and Products. If Inogen objects to the use of the Inogen trademarks or display of the Products on such materials, Inogen will notify Reseller and Reseller will modify or remove the objectionable content in relation to the Inogen trademarks or Products within three (3) business days.
4. Resellers must use the approved set of Inogen-supplied core product information and specifications on all Product marketing. Additional claims may not be made by the Resellers regarding the Product capabilities or benefits to patients.

## **Policy Violations**

Inogen shall determine Reseller's compliance with the terms of this Policy in its sole discretion. If Inogen determines, at its sole discretion, that a Reseller has violated or taken actions inconsistent with this Policy, Inogen may unilaterally enforce consequences at its sole discretion, as it deems appropriate. Inogen as it deems appropriate may take any action, including, without limitation, (a) placing a credit hold on the Reseller's account, requiring pre-payment for purchased Products, (b) refusing to accept orders for Products for any non-compliant retailer for any period of time, and/or (b) terminating the business relationship with the Reseller altogether.

## Reseller Acknowledgement

Please indicate your understanding of this Policy and agreement to comply with the terms of this Policy by filling out the information below and executing this document by an authorized signatory of Reseller.

Reseller Name: \_\_\_\_\_

Reseller Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Reseller Phone: \_\_\_\_\_

Reseller Email \_\_\_\_\_

\_\_\_\_\_

Reseller Domain Names/URLS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## Schedule A

<b>NAMING CONVENTIONS FOR PRODUCTS AND MAP</b>		
<b>Product Naming Conventions and Descriptions</b> <i>(Product Naming Conventions listed in Bold type. Descriptions listed below.)</i>	<b>Device Warranty</b>	<b>MAP</b>
<b>Inogen One® G4® Portable Oxygen Concentrator, Standard Battery</b> One standard battery, AC/DC power supplies, carry bag, nasal cannula	3-year	<b>\$2,744</b>
<b>Inogen One® G4® Portable Oxygen Concentrator, Extended Battery</b> One extended battery, AC/DC power supplies, carry bag, nasal cannula	3-year	<b>\$2,948</b>
<b>Inogen One® G5® Portable Oxygen Concentrator, Standard Battery</b> One standard battery, AC/DC power supplies, carry bag, nasal cannula	3-year	<b>\$2,495</b>
<b>Inogen One® G5® Portable Oxygen Concentrator, Extended Battery</b> One extended battery, AC/DC power supplies, carry bag, nasal cannula	3-year	<b>\$2,706</b>
<b>Inogen® Rove 4 Portable Oxygen Concentrator, Intermediate Battery</b> One intermediate battery, AC power supply, carry bag, nasal cannula	3-year	<b>\$3,075</b>
<b>Inogen® Rove 4 Portable Oxygen Concentrator, Extended Battery</b> One extended battery, AC power supply, carry bag, nasal cannula	3-year	<b>\$3,215</b>
<b>Inogen® Rove 6 Portable Oxygen Concentrator, Standard Battery</b> One standard battery, AC power supply, carry bag, nasal cannula	3-year	<b>\$3,295</b>
<b>Inogen® Rove 6 Portable Oxygen Concentrator, Extended Battery</b> One extended battery, AC power supply, carry bag, nasal cannula	3-year	<b>\$3,515</b>
<b>Inogen At Home® Stationary Oxygen Concentrator, 3 Year Warranty</b> AC power cord, nasal cannula	3-year	<b>\$1,703</b>

## NAMING CONVENTIONS FOR PACKAGES AND MAP

Product Naming Conventions and Descriptions (Product Naming Conventions listed in Bold type. Descriptions listed below.)	Device Warranty	MAP
<b>Inogen One® G4® Portable Oxygen Concentrator, Two Extended Batteries Package</b> Two extended batteries, AC/DC power supplies, carry bag, nasal cannula	3-year	<b>\$3,151</b>
<b>Inogen One® G4® Portable Oxygen Concentrator, Two Extended Batteries Plus Backpack Package</b> Two extended batteries, AC/DC power supplies, carry bag, nasal cannula, Inogen One® G4® backpack	3-year	<b>\$3,271</b>
<b>Inogen One® G5® Portable Oxygen Concentrator, Two Extended Batteries Package</b> Two extended batteries, AC/DC power supplies, carry bag, nasal cannula	3-year	<b>\$2,945</b>
<b>Inogen One® G5® Portable Oxygen Concentrator, Two Extended Batteries Plus Backpack Package</b> Two extended batteries, AC/DC power supplies, carry bag, nasal cannula, Inogen One® G5® backpack	3-year	<b>\$3,065</b>
<b>Inogen® Rove 4 Portable Oxygen Concentrator, Two Extended Batteries Package</b> Two extended batteries, AC power supply, carry bag, nasal cannula	3-year	<b>\$3,435</b>
<b>Inogen® Rove 4 Portable Oxygen Concentrator, Two Extended Batteries Plus Backpack Package</b> Two extended batteries, AC power supply, carry bag, nasal cannula, Inogen® Rove 4 backpack	3-year	<b>\$3,555</b>
<b>Inogen® Rove 6 Portable Oxygen Concentrator, Two Extended Battery Package</b> Two extended batteries, AC power supply, carry bag, nasal cannula	3-year	<b>\$3,785</b>
<b>Inogen® Rove 6 Portable Oxygen Concentrator, Two Extended Battery Plus Backpack Package</b> Two extended batteries, AC power supply, carry bag, nasal cannula, Inogen® Rove 6 backpack	3-year	<b>\$3,905</b>



## NAMING CONVENTIONS FOR BUNDLES (POC + SOC) AND MAP

Bundle Name	POC Warranty	At Home Warranty	MAP
<b>Inogen One® G4® Portable Oxygen Concentrator and Inogen At Home® Stationary Oxygen Concentrator Bundle, Extended Battery Plus 3 Year Warranty</b> Inogen One® G4®, Inogen At Home®, One extended battery, AC/DC power supplies, carry bag, nasal cannula	3-year	3-year	<b>\$4,200</b>
<b>Inogen One® G5® Portable Oxygen Concentrator and Inogen At Home® Stationary Oxygen Concentrator Bundle, Extended Battery Plus 3 Year Warranty</b> Inogen One® G5®, Inogen At Home®, One extended battery, AC/DC power supplies, carry bag, nasal cannula	3-year	3-year	<b>\$4,439</b>
<b>Inogen® Rove 4 Portable Oxygen Concentrator and Inogen At Home® Stationary Oxygen Concentrator Bundle, Extended Battery Plus 3 Year Warranty</b> Inogen® Rove 4, Inogen At Home®, One extended battery, AC power supply, carry bag, nasal cannula	3-year	3-year	<b>\$4,467</b>
<b>Inogen® Rove 6 Portable Oxygen Concentrator and Inogen At Home® Stationary Oxygen Concentrator Bundle, Extended Battery Plus 3 Year Warranty</b> Inogen® Rove 6, Inogen At Home®, One extended battery, AC power supply, carry bag, nasal cannula	3-year	3-year	<b>\$4,767</b>

## NAMING CONVENTIONS FOR ACCESSORIES AND MAP

Model	Description	MAP
<b>Inogen One® G4 Accessories</b>		
BA-400	Inogen One® G4®/Rove 4 Standard Battery	\$407
BA-404	Inogen® Rove 4 Intermediate Battery	\$510
BA-408	Inogen One® G4®/Rove 4 Extended Battery	\$618
BA-306	Inogen One® G3®, G4®, G5®, Rove 4, Rove 6 DC Power Adapter	\$49
BA-401	Inogen One® G4® AC Power Supply	\$94
BA-402	Inogen® Rove 4 AC Power Supply	\$149
BA-403	Inogen One® G4®/Rove 4 External Battery Charger	\$342
RP-406	Inogen One® G4® Replacement Column Pair	\$118
RP-411	Inogen® Rove 4 Replacement Column Pair	\$118
CA-400	Inogen One® G4®/Rove 4 Carry Bag	\$55
CA-410	Inogen One® G4®/Rove 4 Hip Bag	\$70
CA-450	Inogen One® G4®/Rove 4 Backpack	\$120
<b>Inogen One® G5®/ Inogen® Rove 6 Accessories</b>		
BA-500	Inogen One® G5®/ Inogen® Rove 6 Standard Battery	\$407
BA-516	Inogen One® G5®/ Inogen® Rove 6 Extended Battery	\$618
BA-501	Inogen One® G5®/ Inogen® Rove 6 AC Power Supply	\$178
BA-502	Inogen® Rove 6 AC Power Supply	\$178
BA-503	Inogen One® G5®/ Inogen® Rove 6 Extended Battery Charger	\$342
RP-502	Inogen One® G5®/ Inogen® Rove 6 Replacement Column Pair	\$118
CA-500	Inogen One® G5®/ Inogen® Rove 6 Carry Bag	\$70
CA-501	Inogen One® G5®/ Inogen® Rove 6 Cart	\$150
CA-550	Inogen One® G5®/ Inogen® Rove 6 Backpack	\$120
<b>Inogen At Home® Accessories</b>		
RP-402	Inogen At Home® Replacement Column Pair	\$178

