

LCT TERMS OF USE

These Terms of Use (the "Agreement") govern access to and use of Medtronic's Luminate Control Tower ("LCT" or "LCT Platform"), a cloud-based tool designed to enhance collaboration between Medtronic and its suppliers and improve supply chain visibility. Please read them carefully.

By accessing or using LCT, or participating in LCT training, you represent that you are authorized to act on behalf of your employer ("Supplier"), and that, in doing so, Supplier and its affiliates agree to comply with and be bound by the terms and conditions in this Agreement and any referenced Medtronic policies. If Supplier does not agree to these terms, it must not use LCT.

This Agreement may be revised at any time. Continued use of LCT indicates acceptance of the latest version.

1) DEFINITIONS

- a) **"Buyer"** means the Medtronic party who is procuring raw material, semi-finished goods, or finished goods from Supplier.
- b) **"Commit"** means the estimated quantity of a Product that Supplier promises to provide over an agreed period of time.
- c) **"Confidential Information"** means any information disclosed by Medtronic to Supplier that is identified as confidential or that reasonably should be understood to be confidential under the circumstances. This includes, without limitation, Medtronic's strategic, technical, financial, operational, and business information; intellectual property; customer and vendor data; personal data; product and service details; pricing; systems and software (including third party software); and any related materials; and any other related information which is not publicly available. For the avoidance of doubt, Forecasts, Commits, purchase plans, and the existence or details of any POs or any agreement or arrangement with Medtronic are Confidential Information of Medtronic.
- d) **"Documentation"** means user guides, systems documentation, brochures, and training materials for LCT including all modifications, improvements, replacements, updates, enhancements, additions, upgrades, and changes thereto made from time to time during the term of this Agreement, all of which will be provided in English.
- e) **"Forecast"** means a forecast published by the Buyer to represent the estimated purchase quantity and timing needed to support manufacturing. The purchase Forecast will honor lead time.
- f) **"Global Trade Laws"** means as all import, customs, export control and economic sanctions Laws of the United States, the European Union and all other applicable jurisdictions.
- g) **"Law(s)"** means any foreign, federal, state, provincial, or local governmental law, enactment, regulation, and regulatory policy, guideline, requirement, or industry code of any regulatory authority (including good practice codes).
- h) **"Medtronic"** means Medtronic, Inc., and its parent(s), subsidiaries, and affiliates, and its successors and assigns.
- i) **"Product"** means the product(s) identified by Medtronic numeric Product identifier listed on LCT that will be purchased from Supplier pursuant to the terms of this Agreement.
- j) **"Supplier"** means the entity authorized to access and use LCT under this Agreement, including its parent(s), subsidiaries, and affiliates, and its successors and assigns.
- k) **"Supplier Data"** means all electronic data, information (including personal information), materials, works, expressions or other content about Supplier's businesses, employees, contractors or agents, operations, facilities, products, which is received obtained, stored, uploaded, transmitted, transferred, created, generated, collected, or otherwise made available by Supplier through or processed in connection with LCT.
- l) **"Supplier Managed Inventory Agreement"** means the written agreement under which Medtronic purchases Product(s) from a vendor on a vendor managed inventory basis and/or as

a consigned goods arrangement, to ensure efficient inventory management based on actual consumption.

- m) **"Purchase Order"** or **"PO"** means the document issued by Medtronic to Supplier, indicating the types, quantities, and agreed prices for products or services.
- n) **"User"** means any individual involved in supply chain management who uses LCT on Supplier's behalf or through Supplier's account or passwords, whether authorized or not, including those individuals responsible for planning, ordering, inventory management, and communication with Medtronic.

2) MEDTRONIC FORECASTS

- a) Informational Purposes Only. Unless Supplier has entered into a separate Supplier Managed Inventory Agreement with Medtronic, the information Medtronic makes available to Supplier through LCT, including Forecasts of Medtronic's estimated future Product demand, are informational only and are non-binding. Nothing in this Agreement nor any information provided through LCT will serve to commit Medtronic to purchase any quantity of Products.
- b) Pricing, Payment, and Other Contractual Matters. LCT does not house, manage, or establish pricing, payment or contractual terms of purchase. Medtronic's purchase of Products is subject to the applicable terms and conditions included in the separate agreement between Medtronic and Supplier for such Products. If there is no separate agreement, Product pricing and payment will be negotiated by the parties and set forth in the applicable open PO and all other terms of the PO will apply. LCT does not replace Medtronic's formal PO acceptance process, which requires email transmission of the PO by the Buyer and acceptance by Supplier.
- c) Purchase Terms. Medtronic requires POs for all purchases. Unless there is a separate agreement between the parties, the PO and any supplemental terms and conditions or additional documents referenced in the body of the PO constitute the only contract and understanding, whether oral or written, between Medtronic or its affiliate and the Supplier party identified on the face of the PO for the goods, Products or services ordered by Medtronic through issuance of a PO ("**Products**" and/or "**Services**").

3) USE OF LUMINATE CONTROL TOWER

- a) Use of LCT. LCT is available only to registered suppliers of Medtronic. Supplier acknowledges that by using LCT, its profile and information will become part of Medtronic's supplier database and will be searchable by Buyers. Supplier's use of LCT may be subject to posted guidelines, additional terms, or plan details applicable to LCT as posted on the LCT Platform or made available to Supplier when it registers for an account. Medtronic retains the sole right and discretion to decide whether Supplier may use LCT. Medtronic will provide to Supplier a non-exclusive and non-transferable right to access and use LCT subject to this Agreement for purposes of:
 - i) Forecast Commitments: Publishing Commits against Medtronic's published Forecasts and providing Supplier's maximum production capacity.
 - ii) PO Collaboration: Collaborating with Buyers on open POs, providing interactive status updates and increased visibility. Supplier may be notified of new or revised POs published to LCT. Supplier may confirm the PO in LCT if it commits to delivering the Products on time and in full. The confirmation must include the quantity, date, and delivery schedule(s) at the line level. Once confirmed in LCT, Supplier may not change, reject, revise, or cancel the PO within the LCT system. All changes to a confirmed PO must be initiated through Collaborative Messaging or direct communication (email or telephone) with the Buyer. LCT does not support unilateral changes by Supplier. Confirmation in LCT is for visibility and planning purposes only. It does not replace Medtronic's formal PO acceptance process.
 - iii) Inventory Sharing: Sharing on-hand inventory levels at Medtronic and Supplier sites.
 - iv) Communication and Issue Resolution: Facilitating planning, communication, and resolution of supply-related issues.
- b) Supplier's Obligations. Supplier is responsible for all activity occurring under its Users' accounts

and logins, including unauthorized conduct and any actions that violate this Agreement. Supplier agrees it will:

- i) use LCT solely for its internal business purposes and not for the benefit of any third parties, except as expressly permitted by Medtronic in writing;
 - ii) use LCT only in accordance with the Agreement and the Documentation;
 - iii) ensure that all Users comply with the terms of this Agreement;
 - iv) secure and maintain all required notices and consents for Medtronic and its suppliers to process personal data under applicable laws;
 - v) promptly notify Medtronic of any known unauthorized access, use of LCT, compromised credentials, or data security breaches;
 - vi) comply with all local, state, federal, and international laws related to LCT use; and
 - vii) select, purchase, configure, operate, and maintain all necessary equipment, hardware, websites, networks, data, and telephone connections required to use LCT.
- c) Restrictions. Supplier will not and will not permit its affiliates, subcontractors, or Users to:
- i) modify, copy, duplicate, download, reverse engineer, disable, decompile, translate, disassemble, sell, rent, lease, adapt, create derivative works of, or attempt to extract source code, algorithms, proprietary technology, or analytics from LCT.
 - ii) copy features, functions, integrations, or interfaces of LCT, or share non-public content with third parties;
 - iii) access LCT for the purpose of developing a competing product or service, or to replicate its design, features, or functionality;
 - iv) license, sublicense, sell, resell, rent, lease, lend, transfer, assign, distribute, time share, offer in a service bureau, or commercially exploit LCT, use LCT to provide hosting services to third parties, or otherwise make LCT available to any third party, except as expressly permitted under this Agreement.
 - v) engage in web scraping or data scraping on or related to LCT, including without limitation collection of information through any software that simulates human activity or any bot or web crawler;
 - vi) interfere with other authorized users use of LCT;
 - vii) access data not intended for such Supplier or log onto a server or an account which Supplier is not authorized to access;
 - viii) engage in, promote, or encourage illegal activity or the violation of the legal rights of third parties, including infringement of the intellectual property rights of any third party or any rights of publicity or privacy;
 - ix) infringe or misappropriate intellectual property rights of Medtronic or its licensors;
 - x) generate, distribute, publish, facilitate, or send unsolicited commercial messages or participate in "overloading," "flooding," "spamming," "mailbombing" or "crashing" (collectively "spam") in violation of applicable Law;
 - xi) send or store known viruses, worms, time bombs, Trojan horses, and other harmful, destructive, deceptive, or malicious code, files, scripts, agents, or programs;
 - xii) send or store infringing, obscene, threatening, defamatory, obscene, racially, or ethically offensive, libelous, fraudulent, or otherwise unlawful or tortious material, including material that is harmful to children or violates third party rights, including privacy rights;
 - xiii) interfere with or disrupt the integrity or performance of LCT or any activity being conducted on LCT, Medtronic's networks, any other supplier's use of LCT, or third party data contained therein;
 - xiv) gain or attempt to gain, or fail to use commercially reasonable efforts to protect against, the unauthorized access to LCT or its related systems or networks or to the data of another Medtronic supplier;
 - xv) perform any technical, application, or infrastructure security integrity review, probe, penetration test, or vulnerability scan or attempt to breach security or authentication measures without the prior written consent of Medtronic and its licensors.

Medtronic may suspend Supplier's access to LCT without advanced notice if it suspects Supplier or its Users is in breach of the requirements of this Section 3(c), in addition to such other remedies as Medtronic may have. Violations of LCT system or network security may result in civil or criminal liability.

- d) User Accounts.
 - i) Registration: To use LCT, Supplier's Users must register for an account by providing accurate and complete information.
 - ii) Account Security: Supplier is responsible for maintaining the confidentiality of its account credentials and for all activities conducted under its accounts. Supplier must promptly notify Medtronic upon discovering any known or suspected unauthorized use of a username or password, or any breach of account security, and must use commercially reasonable efforts to mitigate such breach. Any instruction, communication, or other information received by Medtronic from a user account associated with Supplier will be deemed to have been sent by Supplier.
 - iii) Account Termination: Medtronic reserves the right to suspend or terminate any Supplier account if the User violates this Agreement or engages in any activity that disrupts or interferes with LCT.
- e) Updates. Medtronic and its licensors may revise LCT features and functions at any time, including without limitation by removing such features and functions or reducing service levels.
- f) Use of AI. Some aspects of LCT may utilize machine learning or other artificial intelligence techniques to perform certain functions or to conduct analysis of Supplier Data.

4) SUPPLIER DATA

- a) Supplier Registration and Data Obligations..
 - i) Supplier is responsible for ensuring that all data submitted through LCT is accurate, current, and compliant with applicable Laws. This includes company name, address, bank information (if applicable), and identifiers such as Tax ID and/or DUNS numbers. The company name must reflect the full legal name of a valid legal entity with operations at the provided address.
 - ii) Supplier acknowledges that Medtronic may collect and process limited personal data (e.g., login credentials, contact details) about Supplier and/or its Users, agents, representatives, employees, or other related third parties to support access to and use of the LCT Platform. All personal data is handled in accordance with Medtronic's Privacy Notice, available at: <https://www.medtronic.com/en-us/privacy-notice.html> and used for legitimate business purposes such as collaboration, planning, and compliance.
 - iii) Medtronic disclaims any responsibility or liability for data uploaded to LCT by Supplier or its Users. If Supplier becomes aware that any submitted data violates Section 3(c) (Restrictions), it must promptly remove the offending data. Upon request, Medtronic may assist with removal, subject to mutually agreed terms and applicable fees. Supplier agrees not to upload protected health information (PHI) to LCT.
- b) Supplier Data License and Restrictions. Supplier grants Medtronic a worldwide, unrestricted, unlimited, non-exclusive, royalty-free, irrevocable, perpetual, transferable, and sub-licensable license to use Supplier Data during the term of this Agreement. This includes processing, storing, accessing, transmitting, copying, displaying, disclosing, and modifying such data. Supplier acknowledges that Medtronic may use Supplier Data to verify Supplier's compliance with this Agreement. To support the operation and improvement of the LCT Platform, Supplier agrees and instructs that Medtronic may:
 - i) use and store Supplier Data submitted to and processed by LCT to develop and enhance the service and its underlying technologies;
 - ii) de-identify, aggregate, or otherwise anonymize Supplier Data to improve the LCT Platform and its underlying technologies;
 - iii) use and store Supplier Data that is not personal data to support development of the LCT site and affiliated machine-learning and artificial-intelligence technologies;

- iv) store Supplier Data in the United States or any country where Medtronic, its affiliates, or licensors operate or maintain facilities, in connection with the development and improvement described in clauses (i), (ii), and (iii).

Supplier consents to the processing, transfer, and storage of Supplier Data as described above.

- c) Supplier Data Security. Medtronic will exercise reasonable efforts to prevent unauthorized disclosure or exposure of Supplier Data. Medtronic and its licensors maintain appropriate technical and organizational measures to protect Supplier Data from unauthorized access, use, or disclosure.
- d) Required Disclosure. Notwithstanding the provisions of this Section 4, Medtronic may disclose Supplier Data as required by applicable Law or by proper legal or governmental authority. Medtronic will give Supplier prompt notice of any such legal or governmental demand and reasonably cooperate with Supplier in any effort to seek a protective order or otherwise to contest such required disclosure, at Supplier's expense.
- e) Erase. Medtronic may permanently erase Supplier Data if Supplier's account upon termination of this Agreement, without limiting Medtronic's other rights or remedies.

5) TERM AND TERMINATION

- a) This Agreement is in effect from the date when Supplier first accesses or use LCT. Medtronic may modify, amend, or terminate this Agreement at any time. Medtronic may modify, disable, or terminate Supplier's access to or use of LCT at any time. Upon termination, all rights granted to Supplier will terminate and Supplier will cease all use of LCT and delete, destroy, or return all copies of the Documentation in its possession or control. All provisions that logically ought to survive termination of this Agreement will survive.

6) INTELLECTUAL PROPERTY; FEEDBACK

- a) Intellectual Property. Unless otherwise noted, Medtronic, its affiliates, and its licensors, as applicable, retain all right, title, and interest in and to LCT, including without limitation all software used to provide LCT and all graphics, user interfaces, logos, and trademarks reproduced through LCT. This Agreement does not grant Supplier any intellectual property license or rights in or to LCT or any of its components, except to the limited extent that such rights are necessary for Supplier's use of LCT as specifically authorized by this Agreement. Supplier recognizes that LCT and its components are protected by copyright and other Laws. Medtronic also owns the names used for its Products and services, and these names are protected by United States and foreign trademark Laws. All trademarks, including third party trademarks, are the property of their respective owners. All rights not expressly granted are reserved.
- b) Feedback. Medtronic is not obligated to treat as confidential any feedback, comments, suggestions, or ideas for improving or otherwise modifying LCT or any of Medtronic's Products or services ("**Feedback**") that Supplier or Supplier's Users give Medtronic. Any Feedback submitted through LCT will be considered non-personal, non-confidential, and non-proprietary (other than personal information, as that term is defined in Medtronic's Privacy Statement). Supplier grants Medtronic an unrestricted, royalty-free, irrevocable license to use, reproduce, display, perform, modify, transmit and distribute Feedback in any medium, and agrees that Medtronic is free to use Feedback for any purpose. Nothing in this Agreement or in the parties' dealings arising out of or related to this Agreement will restrict Medtronic's right to use, profit from, disclose, publish, keep secret, or otherwise exploit Feedback, without compensating or crediting Supplier.

7) CONFIDENTIALITY

- a) Supplier must not disclose Medtronic Confidential Information to any third party without Medtronic's prior written consent, except where required by law or judicial order, and only with prior written notice to Medtronic. Supplier may use Confidential Information solely to fulfill its obligations under this Agreement. Access to Confidential Information is limited to Supplier

personnel who need to know and are bound by confidentiality obligations at least as protective as those in this section. Supplier agrees to protect Confidential Information with the same level of care it uses for its own confidential information, but no less than reasonable care.

- b) This obligation does not apply to Confidential Information that: (i) becomes publicly available through no fault of Supplier; (ii) is released by Medtronic in writing; (iii) is lawfully obtained from third parties without restriction; (iv) was previously known or independently developed by Supplier; or (v) must be disclosed by law, court order, or subpoena, provided Supplier gives reasonable notice to Medtronic to allow for legal challenge.
- c) Supplier will not decompile, reverse engineer, or disassemble any Confidential Information. Upon termination of this Agreement or upon Medtronic's request, Supplier will return all Confidential Information and related materials, except for copies retained as required by Law. Retained copies must not be used or disclosed for any other purpose.

8) LEGAL AND REGULATORY COMPLIANCE

- a) Compliance with Laws. Each party will comply with all Laws that apply to that party and its activities relating to the Agreement. Supplier will comply (and will ensure all personnel comply) with the U.S. Anti-Kickback Statute (42 U.S.C. § 1320a-7b(b)), the U.S. Foreign Corrupt Practices Act (5 U.S.C. §§ 78dd-1, et seq.), the U.K. Bribery Act 2010 and all applicable data protection laws. Supplier will provide Services in a manner so that Medtronic is able to comply with all applicable Laws. Supplier will not take any act, or fail to take any act, that causes Medtronic to be in breach of applicable Laws. Additionally, Supplier will adhere to all applicable Laws relating to human rights, labor, environmental, health/safety, and ethics. Medtronic's Global Supplier Standards are posted in the Responsible Supply Management section of Medtronic's website (<https://www.medtronic.com/us-en/about/corporate-governance/suppliers/supplier-standards-policies.html>).
- b) Global Trade Compliance. Supplier will comply with the applicable Global Trade Laws regarding the provision of services and/or goods, including shipping, purchase, procurement, import, export, and any other transfer of services and/or goods. Supplier represents and warrants that all provision of services and/or goods, and all payments for such activities, comply with Global Trade Laws, including the terms of any relevant authorizations issued by the U.S. or other governments. Supplier further represents and warrants that no services and/or goods produced or supplied to Medtronic, nor any components, modifications, enhancements, or updates thereto, or technical data derived therefrom, are transferred, exported, re-exported, or imported directly or indirectly to any destination, entity, or persons in violation of Global Trade Laws or are intended to be used or are used for any purposes or activities prohibited by Global Trade Laws.

9) INDEMNITY AND LIMITATION OF LIABILITY

- a) Indemnification. Supplier will indemnify, defend and hold harmless Medtronic, its affiliates and their respective directors, officers, employees and agents from any claim or demand made by any third party (including, but not limited to, reasonable attorneys' fees) due to or arising out of (a) Supplier's use of or access to LCT; (b) Supplier's breach of this Agreement; (c) infringement or violation of intellectual property, privacy, or confidentiality rights by content uploaded to LCT through Supplier's account(s), including Supplier Data; and (d) Supplier's violation of applicable Laws or regulations, including privacy and copyright laws.
- b) LIMITATION OF LIABILITY. IN NO EVENT WILL MEDTRONIC OR ANY PERSON OR COMPANY ASSOCIATED WITH MEDTRONIC OR ITS LICENSORS BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL LOSSES OR DAMAGES OF ANY NATURE ARISING FROM OR IN ANY WAY CONNECTED OR RELATING TO THE USE OF (OR INABILITY TO USE) LCT OR MEDTRONIC CONTENT, DATA OR MATERIALS ON THE LCT SITE, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOSS OF GOODWILL, LOSS OF DATA, WORK STOPPAGE, ACCURACY OF RESULTS, OR COMPUTER FAILURE OR MALFUNCTION. SUPPLIER ACKNOWLEDGES AND AGREES THAT SUCH TERMS FORM AN

ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES. IF APPLICABLE LAW LIMITS THE APPLICATION OF THE PROVISIONS OF THIS SECTION 9, MEDTRONIC'S LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMISSIBLE, NOT TO EXCEED U.S. \$100.00.

10) REPRESENTATIONS AND WARRANTIES; WARRANTY DISCLAIMERS

- a) General. Supplier represents and warrants that: (a) it has the full right and authority to enter into, execute, and perform its obligations under this Agreement and that no pending or threatened claim or litigation known to it would have a material adverse impact on its ability to perform as required by this Agreement; (b) it has accurately identified itself and it has not provided any inaccurate information about itself to or through LCT; and (c) it is a corporation, the sole proprietorship of an individual 18 years or older, or another entity authorized to do business pursuant to applicable Law.
- b) Restricted Parties. Supplier warrants that neither Supplier, nor any parent, subsidiary, officer, director, employee, sub-supplier, third party agent or affiliate of Supplier (collectively "**Entities**") are included on any of the restricted party lists maintained by the U.S. Government or any other governmental or non-governmental entity, including, but not limited to; the SDN List and Foreign Sanctions Evaders list administered by OFAC, Denied Parties List, Unverified List or Entity List maintained by BIS, the Excluded Parties List maintained by the GSA, the List of Excluded Individuals/Entities maintained by the HHS OIG, or the List of Statutorily Debarred Parties maintained by the U.S. State Department's DDTC, or the consolidated list of asset freeze targets designated by the United Nations, European Union, and United Kingdom (collectively, "**Restricted Party Lists**"). Supplier will immediately notify Medtronic if Supplier, or any of its Entities, becomes listed on any Restricted Party List.
- c) Warranty Disclaimers. LCT and all content or data provided by Medtronic through LCT is provided on an "as is," "as available" basis. Medtronic hereby disclaims all warranties of any kind, either express or implied, statutory or otherwise including but not limited to the implied warranties of merchantability, fitness for a particular purpose, and non-infringement. Medtronic makes no warranty as to the accuracy, completeness, currency, or reliability of any content available through LCT. Medtronic makes no representations or warranties that use of LCT will be uninterrupted, timely, secure, or error-free. Supplier is responsible for taking all precautions necessary to ensure that any content obtained from LCT is free of viruses and any other potentially destructive computer code. Some states do not allow limitations on implied warranties, so one or more of the above limitations may not apply.

11) SUPPLIER OPPORTUNITY; FAR; EQUAL OPPORTUNITY AND NONDISCRIMINATION

- a) Supplier Opportunity. For all Products and/or services purchased by Medtronic under a PO or separate agreement, Supplier must comply with the requirements of FAR clauses 52.219-8, titled "Utilization of Small Business Concerns (Feb 2024)," and 52.219-9, titled "Small Business Subcontracting Plan (Sept 2023), both of which may be viewed at <https://www.acquisition.gov/far/52.219-8>, to the extent it is applicable, valid, and existing. Supplier represents that the size and/or socioeconomic representations and certifications in Supplier's SAM.gov profile, or, if Supplier does not have a SAM.gov profile, in its current Subcontractor Small Business Certification Form on file with Medtronic, are current, accurate, and complete for the NAICS code governing the Products and/or Services purchased by Medtronic under this Agreement. Supplier will immediately inform Medtronic and update its SAM.gov profile and/or its Subcontractor Small Business Certification Form on file with Medtronic in the event of any change to the size and/or socioeconomic representations and certifications contained therein. To the extent applicable and to the extent allowed under applicable Law, rule, regulation, or order, Small and Diverse Subcontractors must establish and update a profile and certifications throughout the term of the Agreement on the Medtronic Supplier registration portal ("**MSRP**") at www.medtronic.com/supplierdiversity. Further, upon request, Supplier will use commercially reasonable efforts to provide Medtronic with (x) periodic

reports, identifying its Subcontractors; and (y) the total amount paid in the subject period to each Subcontractor.

- b) FAR. Medtronic provides goods and services to the United States Government. Therefore, this Agreement fully incorporates CFR 52.212-5(e)(1) and CFR 52.244-6 of the Federal Acquisition Regulation ("**FAR**") by reference, to the extent such clauses are applicable, valid, and existing. If Supplier is required by federal regulations to file Employer Information Report EEO-1 Standard Form 100 or Federal Contractor Veterans Employment Report VETS-100A, Supplier certifies that it has done so and will continue to do so in accordance with applicable instructions and as required by applicable Law.
- c) Equal Opportunity and Nondiscrimination. Medtronic and Supplier will abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a), to the extent they apply and are valid and existing. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that prime contractors and subcontractors employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability. Supplier and its personnel will comply with all applicable labor Laws, rules, and regulations, including but not limited to, all Laws forbidding the solicitation, facilitation, or any other use of slavery or human trafficking.

12) MISCELLANEOUS

- a) No Relationship. Nothing in this Agreement creates any relationship of agency, partnership, or employment between Supplier and Medtronic. Neither Supplier nor Medtronic is authorized to enter into any commitment on behalf of the other.
- b) Notices. All notices will be in writing and be deemed given only when sent by first class mail (return receipt requested), hand-delivered, or sent by documented overnight delivery service with tracking capabilities to the party to whom the notice is directed. Medtronic may send notices to email points of contact provided by Supplier, and such notices will be deemed received 24 hours after they are sent.
- c) Assignment. Supplier may not assign or delegate any of its rights or obligations under the Agreement without the prior written consent of Medtronic. Medtronic may assign or transfer any of its rights or obligations without restriction.
- d) Severability. If a provision of this Agreement is held to be invalid or otherwise unenforceable, such provision will be interpreted to fulfill its intended purpose to the maximum extent permitted by applicable Law, and the remaining provisions of this Agreement will continue in full force and effect.
- e) Choice of Law and Jurisdiction. This Agreement will be construed and interpreted under and in accordance with the substantive Laws of the State of Minnesota, U.S.A., without respect to its conflict of Laws principles, and the federal Laws of the United States. By using LCT, Supplier agrees that the only proper jurisdiction and venue for any dispute with Medtronic, or in any way relating to use of LCT, is in the state and federal courts in the State of Minnesota, U.S.A., and Supplier consents to the exclusive personal jurisdiction of such courts in connection with any dispute involving Medtronic or its affiliates, employees, officers, directors, agents, or suppliers.
- f) Publicity. Supplier may not, without Medtronic's prior written consent: (a) use Medtronic's name, trademarks, service marks, trade names, symbols, or any abbreviation or variation thereof in advertising, publicity, or other communications; or (b) suggest or imply that any Supplier-provided service or software is approved or endorsed by Medtronic. However, if disclosure is required by law, Supplier may proceed after providing prior written notice to Medtronic.
- g) Order of Precedence. Any additional terms provided with Supplier Products or services—such as shrink-wrap, click-wrap, or invoice terms—are void and rejected by Medtronic. These terms will not be binding and have no legal effect. No course of dealing, trade usage, or prior performance will modify or supplement this Agreement.

In the event of a conflict between this Agreement and any separate agreement or PO issued by

Medtronic, the following order of precedence will apply:

- i) any separate agreement between the parties, including attachments or SOWs; then
- ii) the typed portions of Medtronic's PO; then
- iii) the pre-printed terms of Medtronic's PO; then
- iv) this Agreement.

If any document expressly states that it overrides another, that statement will control for the specific conflict.

- h) Amendment; Waiver. No amendment or modification of this Agreement, nor any waiver of any rights hereunder, will be effective unless agreed to in a writing signed by authorized representatives by both parties. Any such waiver will be narrowly construed. Notwithstanding the foregoing, Medtronic may revise this Agreement and its Privacy Notice at any time by posting a new version on its corporate website, and such new version will become effective on the date it is posted.
- i) Entire Agreement. This Agreement sets forth the entire agreement of the parties regarding Supplier's use of LCT and supersedes all prior or contemporaneous writings, negotiations, and discussions with respect to its subject matter.

Effective August 5, 2024