

3M Contact: *Name _____

Dept Name _____

Phone _____

*Email _____

***Access Is being requested for a:**

Company

Independent Contractor

*Company Name/Contractor Name _____

Supplier ID _____

3M NETWORK ACCESS AGREEMENT (Global)

This 3M Network Access Agreement (“**Agreement**”) is made by and between 3M COMPANY, a Delaware corporation together with all of its subsidiaries and affiliates, with its world headquarters at 3M Center, St. Paul, Minnesota 55144 (collectively referred to as “**3M**”) and [INSERT ACCESSOR NAME] with principal offices located at [INSERT ACCESSOR ADDRESS] (“**Accessor**”) (each, a “**Party**” and collectively, the “**Parties**”).

1. DEFINITIONS

1.1 “Access Code” means the personal identification number assigned by 3M to individual Personnel of Accessor for the purpose of accessing the 3M Network.

1.2 “Effective Date” means the latest date this Agreement is executed by the Parties.

1.3 “3M Network” means 3M’s information technology network including networks extended to or provided by service providers and/or operational technology networks.

1.4 “3M Confidential Information” means, for purposes of this Agreement, any data or information contained within the 3M Network. 3M Confidential Information does not include information that is: (i) available to the public without fault of Accessor; (ii) known to Accessor prior to its receipt from 3M as evidenced by Accessor’s written records; or (iii) available to Accessor from another source without breach of any agreement or violation of law.

1.5 “IT Equipment” means: (i) information technology hardware, including, without limitation, computers or laptops, servers, workstations, tablets, phones, servers, blades, peripheral devices, virtual reality headsets, data centers, and infrastructure related to the foregoing; and (ii) software.

1.6 “Misuse” means the use of the 3M Network by Accessor or its Personnel for any purpose other than for which Accessor has been given access to the 3M Network.

1.7 “Password” means a password used in conjunction with an Access Code to access the 3M Network.

1.8 “Personnel” means employees, contractors, agents, subcontractors and other designees of a Party.

2. 3M NETWORK ACCESS

2.1 Access Codes, System Availability. As soon as practicable after the Effective Date, 3M will provide Accessor with Access Codes and individual Passwords for Accessor’s Personnel. Accessor and Accessor’s Personnel shall only access the 3M Network to perform Accessor’s obligations to 3M.

2.2 Authorized Personnel. Accessor remains fully responsible for its Personnel and their compliance with the terms of this Agreement. Accessor: (i) must inform 3M of any Accessor Personnel requiring access to the 3M Network; (ii) is responsible for all use or Misuse of the 3M Network by Accessor Personnel; and (iii) warrants that each unique Access Code and Password provided by 3M to an Accessor Personnel individual will be used, and known, by only that individual. Access Codes and Passwords are 3M Confidential Information. Accessor must promptly notify Accessor’s 3M contact if: (A) any Accessor Personnel no longer needs access to the 3M Network to perform any of Accessor’s obligations to 3M; (B) any Accessor Personnel with access to the 3M Network is no longer employed/retained by Accessor; or (C) any individual Access Code or Password has been compromised.

2.3 Equipment. IT Equipment used by Accessor must comply with either the Third Party Remote Access for Process Networks Standard or the Remote Access to 3M’s Network Standard to access purchased resources (e.g., equipment, hardware, and software that 3M has purchased or licensed from Accessor) (“**Purchased Resources**”).

2.4 Accessor Issued Credentials. If 3M authorizes Accessor to access Purchased Resources using Accessor’s own identity and access management solution, then Accessor shall meet the following requirements: (i) Accessor shall only access Purchased Resources to provide services to 3M in connection with such Purchased Resources; (ii) Accessor shall issue a unique user identity to each individual requiring access to Purchased Resources and prohibit the sharing of user identities to access Purchased Resources; and (iii) Accessor shall log each individual’s access to Purchased Resources, including the date and time that such individual logged into and logged out of the Purchased Resource and provide such logs to 3M upon 3M’s written request. Accessor shall not access a Purchased Resource using Accessor issued credentials without 3M’s prior approval in each instance (which may be provided via a support ticket).

2.5 Testing of Connections. If Accessor will connect to 3M through a firewall to firewall connection or through a cloud interconnect, upon 3M’s request, Accessor will grant 3M’s cybersecurity personnel and authorized agents full permission

to perform non-destructive penetration testing on connections between the 3M Network environment and Accessor's systems used to enable network, application, or architecture ("NAA") interconnectivity. This includes vulnerability scanning, exploitation testing, and any other ethical hacking techniques required to emulate a real-world cyber-attack targeting NAA channels. Testing activities will be scheduled at mutually agreed upon times and limited to the minimum levels required to validate security controls. Accessor will designate a security point of contact for coordination and authorization of testing. Any vulnerabilities or risks identified will be reported to this individual along with recommended remediation. Accessor agrees to remediate legitimate security gaps in a timely manner proportional to the associated risk. This clause permits proactive testing to harden NAA connections against constantly evolving threats. All penetration testing will be conducted in good faith to enhance security through identification of weaknesses.

3. ACCESSOR'S CONFIDENTIALITY OBLIGATIONS

3.1 Confidentiality Obligations. During the term of this Agreement and thereafter, Accessor shall keep all 3M Confidential Information confidential, and use it only as necessary to perform Accessor's obligations to 3M. Accessor acquires no rights in any manner to 3M Confidential Information due to this Agreement. Accessor shall not disclose any 3M Confidential Information or otherwise permit access to or make 3M Confidential Information available to any person except (i) as expressly permitted or instructed in writing by 3M, or (ii) as required to comply with applicable law or regulation or a valid court order or other binding requirement of a competent governmental authority, provided that in any such case, where permitted by applicable law: (A) 3M is promptly notified in writing of any such requirement (and in any event prior to disclosure of the 3M Confidential Information), (B) Accessor (and any applicable subcontractor) provides all reasonable assistance to 3M in any attempt by 3M to limit or prevent the disclosure of the 3M Confidential Information, and (C) Accessor (and any applicable subcontractor) agrees to furnish only that portion of the 3M Confidential Information which is legally required to be furnished and, in consultation with 3M, to use all reasonable efforts to ensure that the 3M Confidential Information is maintained in confidence by the party to whom it is furnished.

3.2 Injunctive Relief. 3M shall be entitled to injunctive relief to enforce Accessor's compliance with the obligations contained in Section 3.1 of this Agreement, it being understood and agreed that 3M will not have an adequate remedy at law if such obligations are not complied with.

4. WARRANTIES AND INDEMNIFICATION

4.1 3M's Representations and Warranties. 3M represents and warrants to Accessor that 3M has full power and authority to enter into this Agreement. 3M provides the 3M Network and 3M Confidential Information on an "AS IS" basis. **3M DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, RELATING TO THE 3M NETWORK AND 3M CONFIDENTIAL INFORMATION.** 3M shall not be liable for damages of any kind, whether direct, indirect, consequential, or exemplary, resulting from Accessor's use or inability to use the 3M Network.

4.2 Accessor's Representations and Warranties. Accessor represents and warrants to 3M that Accessor has full power and authority to enter into this Agreement.

4.3 Indemnification. Accessor shall defend, indemnify, and hold 3M harmless from and against all claims, losses, damages, fines, penalties, costs and expenses (including reasonable attorney fees) suffered by any third party to the extent arising from Accessor's or its Personnel's Misuse of the 3M Network.

4.4 Misuse. Accessor and its Personnel shall not Misuse the 3M Network. Accessor shall be responsible for any damage to the 3M Network to the extent caused by Accessor's or its Personnel's Misuse of the 3M Network. If 3M determines that a Misuse of Accessor's access has occurred, Accessor agrees to use its best commercial efforts to assist 3M in investigating and resolving the issue.

5. RELATIONSHIP OF THE PARTIES

The Parties are deemed independent contractors for the purposes of this Agreement, and nothing herein is intended to constitute or create a joint venture, partnership or other formal business organization of any kind. Neither Party shall have the power or authority to bind the other Party with respect to any third party.

6. TERM AND TERMINATION

This Agreement shall remain in effect for a period of three (3) years from the Effective Date, unless either Party, upon at least thirty (30) days prior written notice to the other Party, terminates the Agreement. Notwithstanding the foregoing, 3M may terminate this Agreement immediately upon giving written notice of termination to Accessor upon the occurrence of any of the following events: (i) Accessor violates Section 3.1 of this Agreement, (ii) Accessor fails to cure a material breach of this Agreement (excluding Section 3.1) within thirty (30) days after receiving written notice thereof; (iii) Accessor institutes proceedings under bankruptcy or insolvency laws, for corporate reorganization, receivership, dissolution or similar proceedings, the pendency for more than ninety (90) days of proceedings against Accessor under bankruptcy or

insolvency laws, for corporate reorganization, receivership, dissolution of similar proceedings, or either Party ceases to conduct business or to conduct the business relevant hereunder. Upon any proper termination of this Agreement, or at the request of 3M, Accessor shall promptly return to 3M, or destroy, all 3M Confidential Information, and copies thereof, that is in its possession or under its, control. Each Party shall take all reasonable steps to minimize termination costs and expenses.

7. EFFECT OF AGREEMENT

This Agreement embodies the entire understanding between the Parties with respect to the subject matter hereof and supersedes any and all prior understanding and agreements, oral or written, relating thereto. Except as otherwise provided herein, any amendment hereof must be in writing and signed by both Parties. Accessor may neither assign nor otherwise transfer this Agreement nor any part or portion hereof without 3M's prior written consent. Any attempted assignment in contravention to this Section 7 shall be void.

8. NOTICES

All notices permitted or required under this Agreement must be written and set by any internationally recognized overnight delivery service (with tracking) or by certified or registered mail to Accessor at the address above or such other address as Accessor may designate and to 3M at 3M Company, 3M Center, 225-3N-01, St. Paul, Minnesota 55144-1000, Attention: IT Sourcing Manager or at such other address as 3M may designate. Notice shall be deemed given upon such delivery or when so mailed, respectively.

9. GENERAL PROVISIONS

This Agreement shall be governed by and construed under the laws of the State of Minnesota in the United States of America without regard to its conflicts of laws provisions. The 1980 United Nations Convention on Contracts for the International Sales of Goods and the Uniform Computer Information Transactions Act will not govern this Agreement. Any disputes concerning this Agreement and the Parties' rights and obligations under this Agreement, including the making, performance, breach and termination of this Agreement, shall be resolved exclusively by a federal or state court within the State of Minnesota and each of the Parties to this Agreement hereby consents to the personal jurisdiction of the Minnesota courts for such purposes. Should any provision of this Agreement be held to be void, invalid, unenforceable, or illegal by a court, the validity and enforceability of the other provisions shall not be affected thereby. Failure of either Party to enforce any provision of this Agreement shall not constitute or be construed as a waiver of such provision or of the right to enforce such provision. The headings and captions contained in this Agreement are for convenience only and shall not constitute a part hereof.

Handwritten or typewritten text on this document (other than information which is specifically called for in the spaces provided) which purports to modify or supplement the printed text of this Agreement shall have no effect and shall not add to or vary the terms of this Agreement.

The original version of this Agreement is in the English language. Any translation thereof is provided solely for the convenience of the Parties and, in the event of conflict between the English language version and a translated version, the English version shall govern.

This Agreement may be executed in counterparts and delivered by electronic transmission. The Parties intend that electronic (e.g., DocuSign® electronic signature or .pdf format) signatures constitute binding, original signatures.

Accessor acknowledges and agrees to the terms of this Agreement by its duly authorized representative.

ACCEPTED AND AGREED TO:

3M COMPANY

ACCESSOR

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Email signed form to 3MNAA@MMM.COM