

*The Micron Employee Assistance Program Plan (EAP) also known as Journey, provides professional consultation for a variety of problems, such as emotional disorders, alcohol and drug abuse, marital, family and adolescent problems, and financial crises that may affect your personal wellbeing and your job performance.*

*A component of the EAP provides an optional annual flu shot program, separate from the flu shot which may be covered under a medical plan.*

*This benefit is provided at no cost to you. The Employee Assistance Program is administered by Journey. The flu shot program administrator is Total Wellness.*

## **ERISA**

The Employee Assistance Program is subject to ERISA. See the Additional Administrative Facts and Statement of ERISA Rights sections of this Benefits Handbook for details.

## **Your Eligibility**

You are eligible to participate in this Plan if you are actively employed and classified by Micron as a regular, full-time, or part-time team member, or Intern of Micron Technology, Inc. ("Micron") or a wholly owned US-based Micron subsidiary (each an "Employer" for purposes of this Plan).

## **Coordination with Severance Plan**

When permitted by Journey, if a terminated Participant is eligible for benefits pursuant to a severance plan operated by the Employer and is offered continued participation in the Plan in connection with such Participant's termination, such Participant shall continue to be eligible to participate in this Plan for the time period specified in the severance plan, notwithstanding an earlier Termination date.

**Definition of a Team Member.** Team members are those individuals who are

considered an employee of Micron as classified by Micron under its standard human resource practices, regardless of whether or not such person may be considered a common law employee or independent contractor for purposes of federal income tax withholding or other purposes. For example, the following persons are not Team Members:

- leased employees, as defined in Internal Revenue Code Section 414(n),
- individuals classified by Micron as independent contractors, temporary or leased workers (including those who are at any time reclassified by the Internal Revenue Service, a court of competent jurisdiction or otherwise), and
- individuals who are seconded to an employer participating in this Plan.

**Ineligible Team Members.** You are ineligible to participate in this Plan if:

- you are an individual whose terms and conditions of employment are governed by a collective bargaining agreement (unless the collective bargaining agreement expressly provides for this benefit).

**Definition of Full-Time.** A full-time team member is a team member who is actively employed and classified as full-time by Micron.

**Definition of Part-Time.** A part-time team member is a team member who is actively employed and classified as part-time by Micron.

**Definition of Intern.** An intern is a team member who is actively employed and classified as an Intern by Micron.

**Eligibility upon Re-Employment.** If your employment with Micron has terminated for at least 31 days and you are later re-employed by Micron or another wholly owned or US-based Micron subsidiary that participates in this Plan, you are required to meet the applicable

eligibility (described above) and enrollment (described below) requirements before coverage begins.

### ***Eligibility During a Leave of Absence.***

Your participation in this Plan will automatically continue while on a Micron approved leave of absence. An approved leave of absence is your absence from assigned work, which has been approved by Micron under standard human resource policies, applied in a nondiscriminatory manner to all team members, including:

- an approved leave of absence for up to 24 weeks in any 12-month period qualifying under the Family and Medical Leave Act of 1993 ("FMLA"), or 26 weeks in any 12-month period under the Service Member Family Leave ("SMFL") for Caregiver Leave.
- an approved personal leave of absence,
- an approved Micron Paid Family Leave of absence,
- an approved leave of absence in accordance with other state or commonwealth law, and
- an approved military leave as a result of duty in the uniformed services including service in the Armed Forces, the Army National Guard, and the Air National Guard, when engaged in active duty for training, inactive duty training, or full-time National Guard duty, the commissioned corps of the Public Health Service, certain types of service in the National Disaster Medical System, and any other category of persons designated by the President of the United States in time of war or emergency.

If you have not returned to qualifying active employment after 24 (or 26 if SMFL for Caregiver Leave) consecutive calendar weeks of an approved leave of absence, you are no longer eligible to participate in this Plan and your participation will end on the last day of the month in which your leave reaches 24 (or 26 if SMFL for Caregiver Leave) consecutive calendar weeks. There is one exception to this rule.

- If you are on a state or federal

mandated leave of absence that requires coverage to continue for a specified period of time under this Plan, your participation will continue through the time specified in that regulation. Examples of state or federal mandated leaves of absence that require coverage to continue for a specified period of time include the Uniformed Services Employment and Re-employment Act, the Family and Medical Leave Act, or other state or commonwealth law.

If you return to qualifying active employment after being absent for 24 (or 26 if SMFL for Caregiver Leave) consecutive calendar weeks, you will be re-enrolled in this plan. Your coverage will go into effect on the date you return to work.

### ***Return to qualifying active employment.***

If you return to active employment following an approved Micron Paid Family Leave of absence, your return will be considered a return to qualifying active employment for a parental integration period of up to 8 weeks regardless of hours actually worked during such period.

### **Dependent's Eligibility**

The EAP provides benefits for the following Eligible Dependents.

- Spouse
- Domestic Partner
- Child Under age 26
- Child age 26 or older with Mental or Physical Disabilities
- Any family member residing in your current residence

***Dependents That are Not Eligible.*** Any individual who does not meet the definition of an Eligible Dependent.

### **Initial Enrollment**

If you are a full-time or part-time team member, or an Intern, you are

automatically enrolled in this Plan. The Effective Date of your coverage is your hire date.

**Enrollment Effective Date.** If you transfer from a wholly owned US-based Micron subsidiary, the Effective Date of coverage is your date of hire or transfer date (as applicable).

**Enrollment Date for Transfers.** If you are transferring to Micron or another wholly owned US-based Micron subsidiary directly into an eligible position (as described above) from a wholly owned foreign Micron subsidiary, the Effective Date of coverage is the date your transfer was completed in WorkDay.

## Costs

EAP benefits and the optional annual flu shot are provided at no cost to you.

## Description of Benefits

NOT FOR EMERGENCIES: Please call 911 or your local emergency responders for any emergency or life threatening situations. EAP offers third party professional counseling services to help with difficult personal problems. This program is available to you and your Eligible Dependents. The EAP includes the following services that are free to you and your Eligible Dependents: 24 hour telephonic service, problem assessment, short term face to face counseling and potential referral to third-party resources. If you utilize a third-party resource, you may be charged a fee by that third-party provider. You will be notified in advance if you are being referred to a third-party resource for which you will be charged a fee.

The EAP program is provided by Journey. EAP Counselors provide both Medical EAP Benefits and the Non-Medical EAP Benefits. Eligible Participants accessing the EAP are offered up to six in person or virtual sessions with a Journey Counselor per issue per year. The goal of the EAP is to provide short-term, problem-focused counseling that can often resolve personal

problems without referral into the Medical Plan. If, however, it is determined that a referral to a provider outside of the EAP is necessary, that referral will be facilitated at the earliest opportunity, even if the full six sessions have not been utilized.

The flu shot provided under the EAP is optional. Eligible Team members and Eligible Dependents may obtain a flu shot at no cost under this program by attending an on-site flu shot event (not available at all locations) or utilizing a flu shot voucher. Flu shots obtained from any other source or means are not included in this program and claims must be submitted under the team member's medical plan.

## IMPORTANT NOTE ABOUT

**REFERRALS:** Referral by Journey to a third-party resource is not a recommendation, approval or representation by Journey regarding the standards, quality, competence or adequacy of such resource or its agents and employees or its facilities; additional charges for services obtained from a third-party provider may apply, which will be your responsibility to pay; Journey, this Plan and Micron do not control and are not responsible for the quality of services rendered by third-party referred resources.

## Claim Procedures

With regard to EAP Benefits, if the Claims Administrator determines that your situation is not covered under the EAP Plan, you may dispute the determination by filing a written appeal with Micron Technology, Inc.

With regard to the annual flu shot, participants can obtain the flu shot through advertised channels including, on-site events and vouchers. There are no claims associated with the flu shot. If Micron's Flu Shot Administrator, or representative thereof determines that your situation is not covered under the EAP Plan, you may dispute the

determination by filing a written appeal with Micron Technology, Inc.

## Appeals

There are two different types of appeals allowed for under this Plan:

- First Level Appeal, and
- Second Level Appeal.

The appeals process varies depending on the type of appeal.

### First Level Appeal

If you or your Eligible Dependents disagree with the decision regarding a claim, you or your Eligible Dependents have 180 calendar days from the date of the original notice of the denial in which to file a written request for review. You, your Eligible Dependent, or an authorized representative must e-mail, mail or fax a written request for review to:

First Level Appeal  
Global People Services, MS 1-727  
Micron Technology, Inc.  
8000 South Federal Way  
P.O. Box 6  
Boise, Idaho 83707-0006  
Fax: (208) 492-1058  
e-mail: first\_level@micron.com

**Authorized Representative.** If you or your Eligible Dependent are physically or mentally incapacitated (for example, you are in a coma), your spouse, parent or other individual designated by a court shall be deemed to be an authorized representative.

**Appeal Review Process.** The First Level Appeals Committee will review the appeal and a decision will be made that is consistent with the terms of the Plan and applicable law. The persons who made the initial decision will not decide the first level appeal.

The First Level Appeals Committee has full discretionary power to interpret the Plan and decide all questions concerning the Plan and the eligibility of any person to participate in the Plan, with such interpretation and decisions to be final and conclusive on all persons claiming

benefits under the Plan subject only to the decision of the Second Level Appeals Committee, if applicable.

A written decision will be provided regarding the appeal within a reasonable period of time, but not usually longer than 45 days after your appeal is received. The time for deciding the appeal may be extended for up to an additional 45 days if required by special circumstances.

The notice will include the following information:

- The results of the request for review,
- The reason(s) for the decision,
- A reference to and description of the Plan provision(s) on which the decision is based, and
- Other information about the review and your options to make a second level appeal.

### Second Level Appeal

If you or your Eligible Dependents disagree with the result of the first appeal, you or your Eligible Dependent may file a second written request for review. You have 60 days from the date you receive the outcome of the first appeal in which to file a written request for review.

You, your Eligible Dependent, or an authorized representative must e-mail, mail or fax a written request for review to:

Second Level Appeal  
Global People Services, MS 1-727  
Micron Technology, Inc.  
8000 South Federal Way  
P.O. Box 6  
Boise, Idaho 83707-0006  
Fax: (208) 492-1058  
e-mail: second\_level@micron.com

**Appeal Review Process.** The Second Level Appeals Committee will review the appeal and a decision will be made that is consistent with the terms of the Plan and applicable law. The persons who decided the first level appeal will not decide the second level appeal.

The Second Level Appeals Committee has full discretionary power to interpret the

Plan and decide all questions concerning the Plan and the eligibility of any person to participate in the Plan, with such interpretation and decisions to be final and conclusive on all persons claiming benefits under the Plan.

A written decision will be provided regarding the appeal within a reasonable period of time, but not usually longer than 30 days after your appeal is received. The time for deciding the appeal may be extended for up to an additional 30 days if required by special circumstances.

The notice will include the following information:

- The results of the request for review,
- The reason(s) for the decision,
- A reference to and description of the Plan provision(s) on which the decision is based, and
- Other information about the review and your options as required by federal law.

## Your Appeal Rights

You and your Eligible Dependents have the following rights for all appeals.

- You have the right to receive, upon written request, copies of all documents, records, and other information used in the review of your claim at no cost. A document, record or other information is considered related to your claim if it was relied on in making the benefit determination; was submitted, considered, or generated in the course of making the benefit determination; demonstrates compliance with the Plan's administrative processes and consistency safeguards required in making the benefit determination or constitutes a statement of policy or guidance with respect to the Plan concerning the benefit for your diagnosis.
- You have the right, within the specified time limits, to submit written comments, documents, records, and other information relating to your

claim.

- If the denial of your claim was based in whole or in part on a medical judgment, you have the right to require Micron to consult with a health care professional who has appropriate training and experience in the field of medicine involved in the medical judgment and who was neither part of the previous decision(s) to deny your claim nor the subordinate of any such individual.
- If Micron gets advice from a medical or vocational expert in connection with your claim, you have the right to be notified that an expert was used and, upon written request by you, the name of the expert.

### **Appeals Committee Membership.**

Micron's Executive Vice President and Chief People Officer (or similar successor position) may appoint and remove members of the Appeals Committees.

**Lawsuits.** This Plan requires that the Plan's claims and appeals processes must be exhausted before bringing any suit in court. The Plan also requires any suit for benefits must be brought within the earlier of one year after the date the Second Level Appeals Committee has made a final denial of the claim or two years after the date the EAP service was provided or requested.

## Release of Information

As a condition of coverage under this Plan, you:

- authorize this Plan and its business partners to disclose any medical information obtained or payments made in connection with the administration of the Plan;
- partners to use this information for Plan purposes including but not limited to reviewing, investigating and evaluating all claims and enabling the Plan and all its business partners to provide the services outlined in the Plan; and
- authorize your providers to testify

regarding your condition, care, or treatment, and all provisions of law or professional ethics forbidding such disclosures or testimony are waived by you.

## **Access To Records**

Team members may review their records maintained by the Plan during normal business hours.

## **Exclusion of General Damages**

Liability under this Plan for benefits, including recovery under any claim or breach of this Plan, shall be limited to the actual benefits available under this Plan and shall specifically exclude any claim for general damages including but not limited to alleged pain, suffering or mental anguish, or for economic loss, consequential loss or punitive damages.

## **Termination of Coverage**

Enrollment in this Plan ends on the earlier of the following dates:

- the date this Plan terminates,
- the last day of the month during which a Participant dies, or
- the last day of the month during which a Participant who is a team member loses eligibility under the Plan due to job status change including leave of absence greater than 24 (or 26 if SMFL for Caregiver Leave) weeks and when a Participant's employment with Micron ends.

This Plan may also terminate a Participant's coverage and benefit payments (retroactively or prospectively) for any fraud or misrepresentation, omission or concealment of facts that could have impacted benefits under this Plan; provided if your coverage will be terminated retroactively as a result of fraud or misrepresentaton, you will be provided 30 days advance written notice

of retroactive termination.

Under certain circumstances, you and your Eligible Dependents may continue to participate on an after-tax basis provided you elect to continue participation in the Health Plans pursuant to your rights under the Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA") and you make the required monthly premium payments to Micron. See the Health Care Continuation Coverage Notice (found in the Benefits Handbook) for more information about your rights and responsibilities.