

DATA PROCESSING ADDENDUM

(v. 4-29-26)

This Data Processing Addendum (“DPA”), forms part of the Customer Agreement (the “Agreement”) between Circadence and Customer. Capitalized terms used and not otherwise defined herein shall have the meanings ascribed to them in the Agreement. In the event of a conflict between this DPA and any other terms in the Agreement, the terms of this DPA will govern. Each of Circadence and Customer is referred to in this DPA individually as a “party”, collectively the “parties”. By entering into the Agreement, the parties are deemed to have signed all Exhibits, Attachments, Annexes, Schedules, and Appendices, including those incorporated by reference, to this DPA where applicable.

1. Definitions.

- a. “CCPA” means (to the extent applicable) the California Consumer Privacy Act of 2018, as amended by the California Privacy Rights Act of 2020, together with any regulations promulgated thereunder.
 - b. “European Data Protection Laws” means, collectively, the GDPR and the UK Data Protection Laws, as applicable.
 - c. “GDPR” means the General Data Protection Regulation (EU) 2016/679.
 - d. “Processing” (including any grammatically inflected forms thereof) means any operation or set of operations which is performed on data or on sets of data, whether or not by automated means or manual means, including without limitation collection, recording, organization, structuring, storage, adaptation or alteration, access, retrieval, consultation, use, disclosure (including by transmission), analysis, deletion, modification, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction, including the actions of a person directing a third party to Process data on behalf of such person.
 - e. “UK” means the United Kingdom.
 - f. “UK Data Protection Laws” means the UK GDPR and the UK’s Data Protection Act 2018 (“UK DPA 2018”).
 - g. “UK GDPR” means the UK equivalent of the GDPR, as defined in section 3(10) (and as supplemented by section 205(4)) of the UK DPA 2018.
2. To the extent Circadence Processes Customer Data regulated by the GDPR solely on behalf of Customer (“EU Personal Data”), and to the extent Customer is a controller (as defined in the GDPR) and the Circadence is a processor (as defined in the GDPR) on behalf of Customer with regard to such EU Personal Data, then to the extent required by the GDPR, Module 2 of the Standard Contractual Clauses for the Transfer of Personal Data as set out in European Commission Decision 2021/914/EC, available at <https://eur-lex.europa.eu/legal-content/EN/TXT/PDF/?uri=CELEX:32021D0914&from=EN> (the “Controller to Processor Standard Contractual Clauses”) will apply to the transfer of such EU Personal Data by Customer to

Circadence and to Circadence's Processing of such EU Personal Data and the parties hereby agree to comply with such Controller to Processor Standard Contractual Clauses, which are hereby incorporated into the Agreement in their entirety, as set forth in Attachment A. In the event of a conflict between the Agreement and the Controller to Processor Standard Contractual Clauses, the Controller to Processor Standard Contractual Clauses will control to the extent applicable to such EU Personal Data.

3. To the extent Circadence Processes Customer Data regulated by the UK Data Protection Laws solely on behalf of Customer ("UK Personal Data"), then to the extent required by the UK Data Protection Laws, the UK's 'International Data Transfer Addendum to the EU Commission Standard Contractual Clauses', Version B1.0, in force from March 21, 2022, available at <https://ico.org.uk/media2/migrated/4019539/international-data-transfer-addendum.pdf> (the "UK DTA") will apply to the transfer of such UK Personal Data by Customer to Circadence and to Circadence's Processing of such UK Personal Data and the parties hereby agree to comply with such UK DTA, which is hereby incorporated into the Agreement in its entirety and as set forth in Attachment B. In the event of a conflict between the Agreement and the UK DTA, the UK DTA will control to the extent applicable to the UK Personal Data.
4. To the extent Customer makes available to Circadence Customer Data regulated by the CCPA for a business purpose pursuant to the Agreement and/or to the extent Circadence Processes Customer Data regulated by the CCPA solely on behalf of Customer (collectively, "California Personal Data"), then to the extent required by the CCPA, the California Data Attachment (attached hereto as Attachment C, the "California Data Attachment") will apply to the Circadence's Processing of such California Personal Data and the parties hereby agree to comply with such California Data Attachment, which is hereby incorporated into the Agreement in its entirety. In the event of a conflict between the Agreement and the California Data Attachment, the California Data Attachment will control to the extent applicable to the California Personal Data.
5. Customer represents, warrants, and covenants that: (i) it has (and will have) Processed, collected, and disclosed all Customer Data in compliance with applicable law and provided any notice and obtained all consents and rights required by applicable law to enable Circadence to lawfully Process Customer Data as permitted by the Agreement and/or this DPA; (ii) it has (and will continue to have) full right and authority to make the Customer Data available to Circadence under the Agreement and this DPA; and (iii) Circadence's Processing of the Customer Data in accordance with the Agreement, this DPA, and/or Customer's instructions does and will not infringe upon or violate any applicable law or any rights of any third party. Customer shall indemnify, defend and hold Circadence harmless against any claims, actions, proceedings, expenses, damages and liabilities (including without limitation any governmental investigations, complaints and actions) and reasonable attorneys' fees arising out of Customer's violation of this Section 5. Notwithstanding anything to the contrary in the Agreement, Customer's indemnification obligations under this Section 5 shall not be subject to any limitations of liability set forth in the Agreement.
6. Notwithstanding anything to the contrary in the Agreement (including this DPA), Customer acknowledges that Circadence shall have a right to use and disclose data relating to the operation, support and/or use of the Services for its legitimate business purposes, such as product development and sales and marketing. To the extent any such data is considered personal data

(as defined in, and regulated by the European Data Protection Laws), then, to the extent Circadence is subject to the European Data Protection Laws as a controller (as defined in the European Data Protection Laws), Circadence is the controller (as defined in the European Data Protection Laws) of such data and accordingly shall Process such data in accordance with the European Data Protection Laws. To the extent any such data is considered personal information (as defined in, and regulated by, the CCPA), then, to the extent Circadence is subject to the CCPA as a business (as defined in the CCPA), Circadence is the business (as defined in the CCPA) with respect to such data and accordingly shall Process such data in accordance with the CCPA.

7. Customer acknowledges that once Customer Data has been Processed by the Services, the software algorithms teach and improve the Services based on such Processing (such improvements, "Machine Learning"), any such Machine Learning cannot be "unlearned". Notwithstanding any other provision in the Agreement or this DPA to the contrary, Circadence may collect, analyze and anonymize data, statistics or other information obtained through the provision, use and performance of various aspects of the Services (collectively, "Analytics") and aggregate such data, statistics or other information with data, statistics or other information obtained from other sources, and may use such Analytics for lawful business purposes, including improvement of the Services, as long as in doing so Circadence does not re-identify, or attempt to re-identify, any of the Analytics or otherwise link or associate Analytics with any information relating to (i) Customer, or (ii) an identified or identifiable natural person.
8. This DPA (together with the Agreement), constitutes the entire agreement between the parties and supersedes all prior undertakings and agreements between the parties, whether written or oral, with respect to the subject matter of this DPA.
9. In this DPA, unless a clear contrary intention appears: (i) where not inconsistent with the context, words used in the present tense include the future tense and vice versa and words in the plural number include the singular number and vice versa; (ii) reference to any person includes such person's successors and assigns but, if applicable, only if such successors and assigns are not prohibited by the Agreement; (iii) reference to any gender includes each other gender; (iv) reference to any agreement, document or instrument means such agreement, document or instrument as amended or modified and in effect from time to time in accordance with the terms thereof and includes all addenda, exhibits and schedules thereto; (v) the titles and subtitles used in this DPA are used for convenience only and are not to be considered in construing or interpreting this DPA; (vi) "hereunder," "hereof," "hereto," and words of similar import shall be deemed references to this DPA as a whole and not to any particular Section or Subsection of this DPA; (vii) "including" (including grammatically inflected forms thereof) means including without limiting the generality of any description preceding such term; (viii) all references to "days" refer to calendar days; and (ix) the word "or" is not exclusive. This DPA has been executed in English and the English language version shall control notwithstanding any translations of this DPA.

Attachment A
MODULE 2 – CONTROLLER TO PROCESSOR
STANDARD CONTRACTUAL CLAUSES

- (a) For the purposes of the Controller to Processor Standard Contractual Clauses:
- (1) Clause 7. The parties agree that the optional language in Clause 7 is included.
 - (2) Clause 9(a). The parties agree that under Option 2, Circadence has Customer’s general authorization to subcontract its processing activities to the list of sub-processors set out in Section (a)(11)(i). Circadence will inform Customer in writing of any intended changes to the list of sub-processors set out in Section (a)(11)(i) at least 10 days prior to engaging with any other sub-processor.
 - (3) Clause 11. The parties agree that the optional language in Clause 11 is excluded.
 - (4) Clause 13. The parties agree that the brackets are removed in the provisions in Clause 13(a) such that the appropriate provision will apply as applicable.
 - (5) Clause 17. Option 1 shall apply and the Controller to Processor Standard Contractual Clauses shall be governed by the laws of Ireland.
 - (6) Clause 18. The parties agree that any dispute arising from the Controller to Processor Standard Contractual Clauses shall be resolved by the courts of Ireland.
 - (7) Annex I.A.
 - i. The name and address of Customer, and the name, position, and contact details of the contact person of Customer (which is the data exporter) are as set forth in the Agreement.
 - ii. The name and address of Circadence, and the name, position, and contact details of the contact person of Circadence (which is the data importer) are as follows:

Name: Circadence Corporation
Address: 1900 9th Street, Suite 210, Boulder, CO 80302
Contact person’s name, position and contact details: Peter-Christian Olivo, Vice President and General Counsel, polivo@circadence.com
 - iii. The activities relevant to the data transferred are the provision and receipt of the Services as described in the Agreement.
 - iv. The signature and date are the signature and date set forth in the Agreement.
 - v. The roles of the parties are as follows: Circadence is a processor and Customer is a controller.
 - (8) Annex I.B.
 - i. The categories of data subjects are any individuals to whom personal data contained in prompts submitted to the Services by or on behalf of Customer and/or contained in any outputs of the Services relates.
 - ii. The categories of personal data transferred are any personal data contained in prompts submitted to the Services by or on behalf of Customer and/or contained in any outputs of the Services.
 - iii. The transfer of sensitive data is not presently contemplated by this arrangement.
 - iv. The frequency of the transfer shall be on a continuous basis.
 - v. The nature of the processing is such that the personal data will be subject to basic processing, including but not limited to collection, recording, organization, structuring, storage, adaptation or alteration, access, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available,

alignment or combination, blocking, erasure or destruction for the purpose of providing the Services by data importer to the data exporter in accordance with the terms of the Agreement.

- vi. The purpose of the data transfer and further processing is provision of the Services by data importer to data exporter.
- vii. The duration of the processing under these Controller to Processor Standard Contractual Clauses shall continue as long as data importer carries out personal data processing operations on behalf of data exporter or until the termination of the Agreement (and all personal data has been returned or deleted in accordance with these Controller to Processor Standard Contractual Clauses).
- viii. For transfers to sub-processors, personal data will be transferred to sub-processors in order for the data importer to provide the Services to the data exporter. The nature of the processing by such sub-processors will be as follows: the personal data will be subject to basic processing, which may include without limitation collection, recording, organization, structuring, storage, adaptation or alteration, access, retrieval, consultation, use, disclosure (including by transmission), analysis, deletion, modification, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction for the purpose of providing the Services to the data exporter in accordance with the terms of the Agreement. The duration of the processing by such sub-processors shall continue as long as such sub-processors carry out personal data processing operations on behalf of the data importer.

(9) Annex I.C.

- i. The data exporter's competent supervisory authority will be determined in accordance with the GDPR.

(10) Annex II.

- i. The data importer employs a number of technical and organisational measures as further specified in data importer's internal policies, summaries of which will be provided upon request (subject to the confidentiality provisions in the Agreement, including those in Section 7 of the Agreement). In addition, pursuant to Clause 10(b), taking into account the nature of the processing, data importer will use commercially reasonable efforts to assist data exporter, at data exporter's expense, by appropriate technical and organizational measures, insofar as this is possible, for the fulfilment of data exporter's obligation to respond to data subjects' requests to exercise their rights with respect to their personal data under the GDPR.

(11) Annex III.

- i. Customer hereby authorizes the use of the following sub-processors:
 - 1. Microsoft Corporation (Azure)
 - 2. Salesforce.com, Inc.

Attachment B
UK DTA

- (a) For the purposes of the UK DTA:
- (1) For the purposes of Table 1 of the UK DTA, the start date shall be Commencement Date, and the names of the parties, their roles and their details shall be as set out in Attachment A Section (a)(7) and Attachment B Section (a)(7), respectively;
 - (2) For the purposes of Tables 2 and 3 of the UK DTA, the Controller to Processor Standard Contractual Clauses and the Processor to Processor Standard Contractual Clauses, including the information set out in Attachment A Section (a)(8), (10), and (11)(i) and Attachment B Section (a)(8), (10), and (11)(i), respectively, shall apply; and
 - (3) For the purposes of Table 4 of the UK DTA, either party may end the UK DTA.

Attachment C
California Data Attachment

1. This California Data Attachment (this “Attachment”), forms part of the DPA. Capitalized terms used and not otherwise defined herein shall have the meanings ascribed to them in the DPA or the Agreement (as applicable). The following types of California Personal Data will be subject to processing hereunder: any California Personal Data contained in prompts submitted to the Services by or on behalf of Customer and/or contained in any outputs of the Services.
2. CCPA Provisions.
 - a. In this Attachment, the following terms have the meanings given in the CCPA: “business purpose”, “personal information”, “processing”, “service provider”, “contractor”, “person”, “share”, “sharing”, “shared”, “sell”, “selling”, “sale” and “sold”.
 - b. Except as otherwise required by applicable law or as otherwise permitted by the CCPA, Circadence shall:
 - i. not sell or share California Personal Data;
 - ii. not retain, use, or disclose California Personal Data for any purpose other than for the business purposes of providing the Services, as permitted by Section 7 of the DPA, or as otherwise specified in the Agreement for the Customer, nor retain, use, or disclose California Personal Data for a commercial purpose other than the business purposes specified in the Agreement, or as otherwise permitted by the CCPA;
 - iii. not retain, use, or disclose California Personal Data outside of the direct business relationship between the parties;
 - iv. not combine California Personal Data, which Circadence receives pursuant to the Agreement or from or on behalf of Customer, with personal information which it receives from or on behalf of another person or persons, or collects from its own interaction with the individual to whom such California Personal Data relates, except as otherwise expressly permitted by the CCPA;
 - v. reasonably cooperate with Customer in responding to any requests from any individual regarding California Personal Data relating to such individual, including reasonably assisting Customer in deletion, correction, or limitation of the use of such California Personal Data where required under the CCPA, and including instructing Circadence’s service providers and/or contractors (if any) to so reasonably cooperate in such response;
 - vi. reasonably assist Customer through appropriate technical and organizational measures in Customer’s complying with the requirements of subdivisions (d) to (f), inclusive, of Section 1798.100 of the CCPA, taking into account the nature of the California Personal Data processing by Circadence;
 - vii. implement and maintain commercially reasonable security procedures and practices appropriate to the nature of the California Personal Data intended to protect such California Personal Data from unauthorized access, destruction, use, modification, or disclosure;

- viii. comply with all applicable obligations under the CCPA and provide the same level of privacy protection with respect to California Personal Data as required by the CCPA;
- ix. notify Customer if Circadence determines it can no longer meet its obligations under the CCPA; and
- x. comply with Section 1798.140(m) of the CCPA with respect to deidentified data (as defined in the CCPA) received by Circadence from Customer.

To the extent Circadence is a contractor, Circadence certifies that Circadence understands the restrictions provided in Sections 2(b)(i), 2(b)(ii), 2(b)(iii), and 2(b)(iv) and will comply with them.

- c. Circadence acknowledges and agrees that the California Personal Data has been disclosed to it for the limited and specified purposes set forth in the Agreement and Circadence further acknowledges and agrees Customer shall have the right: (i) to take reasonable and appropriate steps to ensure that Circadence uses California Personal Data in a manner consistent with Customer's obligations under the CCPA; and (ii) upon notice from Customer to Circadence, to take reasonable and appropriate steps to stop and remediate unauthorized use of California Personal Data.
- d. To the extent required by the CCPA and to the extent Circadence is a contractor, Circadence shall permit, subject to agreement of the parties, Customer to monitor Circadence's compliance with this Attachment through measures, including, but not limited to, ongoing manual reviews and automated scans, and regular assessments, audits, or other technical and operational testing once every twelve (12) months (each, an "Audit"), upon reasonable prior notice from Customer, provided that no third-party auditor (each an "Auditor") shall be a competitor of Circadence, nor shall any Auditor be compensated on a contingency basis, and provided further that in no event shall Customer or any Auditor have access to the information of any other client of Circadence and the disclosures made pursuant to this Section 2(d) ("Audit Information") shall be held in confidence as Circadence's confidential information and subject to any confidentiality obligations in the Agreement, and provided further that no Audit shall be undertaken unless or until Customer has requested, and Circadence has provided, information about Circadence's data protection practices and Customer reasonably determines that an Audit remains necessary to demonstrate material compliance with the obligations laid down in this Attachment. Without limiting the generality of any provision in the Agreement, Customer shall employ the same degree of care to safeguard Audit Information that it uses to protect its own confidential and proprietary information and in any event, not less than a reasonable degree of care under the circumstances, and Customer shall be liable for any improper disclosure or use of Audit Information by Customer or its agents.
- e. If Circadence engages any other person to assist Circadence in processing California Personal Data for a business purpose on behalf of Customer, Circadence shall notify Customer of such engagement, and the engagement shall be pursuant to a written contract binding the other person to observe substantially similar requirements to those set forth in this Attachment. Circadence hereby notifies Customer that Circadence may engage the persons listed in Section

(a)(11)(i) of Attachment A to this DPA to assist Circadence in processing California Personal Data for a business purpose on behalf of Customer.