

CIRCADENCE CORPORATION PRIVACY POLICY

Last revised and effective as of: April 1, 2026 (“Effective Date”)

This Privacy Policy

This Privacy Policy informs you what information Circadence Corporation (“Circadence”, “we”, “us” or “our”) collects about you and your use of our website www.circadence.com, including any subdomain thereof (the “Website”) and our products and services (collectively with the Website, the “Services”).

To the extent that the Website and the Services are available to individuals located in the EEA and/or Switzerland, this Privacy Policy sets out our practices and obligations under the General Data Protection Regulation (EU) 2016/679 (“EU GDPR”), to the extent applicable.

To the extent that the Website and the Services are available to individuals located in the United Kingdom, this Privacy Policy sets out our practices and obligations under UK data protection laws enacted under the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019 (“UK GDPR”) and the UK Data Protection Act 2018 (“UK DPA 2018”), to the extent applicable.

The EU GDPR, the UK GDPR and the UK DPA 2018 are collectively referred to as the “European Data Protection Laws”.

If an organization with which you are associated purchases any of our Services, we may receive Personal Information (as defined below) about you (either directly from you or from the organization with which you are associated) in connection with our provision of Services to your organization. To the extent we process such information solely on behalf of the organization with which you are associated, such information will only be used for the purpose of providing our Services to the organization with which you are associated. Under the European Data Protection Laws, to the extent applicable, we will act as a processor on behalf of your organization in respect of that Personal Information; this Privacy Policy will not apply to the processing of that Personal Information and your organization will act as a controller in respect of that Personal Information. The controller is the entity which enters into the agreement with us for Services and, in order to provide those Services, we will process your Personal Information only on the instructions of the controller. The controller is responsible for obtaining all necessary consents and providing you with all requisite information as required by the applicable data protection laws. For clarification but not limitation, information we process for our legitimate business purposes, such as product development, sales and marketing, is not processed solely on behalf of the organization with which you are associated. As used herein, the terms “controller” and “processor” have the meanings ascribed to them in the EU GDPR and the UK GDPR.

The Personal Information we collect

Personal information is information that can be used to identify you or contact you (“Personal Information”). Personal Information amounts to ‘personal data’ for the purposes of and as defined in the European Data Protection Laws. All references to Personal Information shall be

deemed to include personal data as defined and used in the European Data Protection Laws. Additionally, Personal Information includes consumer information (as defined below).

The Website

1. Terms & Conditions

This Privacy Policy is incorporated into and is part of the Circadence Corporation Terms & Conditions applicable to your use of our Website <https://circadence.com/terms-and-conditions/>. By using the Services, you are signifying your acceptance of the Terms & Conditions and this Privacy Policy. If you do not agree to the Terms & Conditions and this Privacy Policy, you may not use our Services.

2. Information we collect from you

2.1. We will collect and process the following Personal Information about you:

2.1.1. **Information you give us.** This is information about you that you give us by contacting us using the form on our Website, by corresponding with us by telephone, by interacting with us at networking events (such as tradeshows), by email or otherwise or in connection with your use of the Services (including in connection with support). This information you give us may include your name, company address, occupation, position, employer and/or organization with which you are associated, Services account access credentials (which may include username and password and system-generated unique user ID), email address Internet Protocol address, and the content of any message you submit to us or to the Services.

2.1.2. **Information we collect about you.** We may collect (or receive from third parties acting on our behalf) and log (including in connection with your visits to our Website and/or Services) information about you, including your name, telephone number, business, business address, company, company role, device, email address, URL, referrer, online identifiers or other similar identifiers, usage data, behavioral data, profile reflecting a person's preferences or behavior, engagement data on the Website, such as clicks, impressions, bounce rate, click through, time spent on page, login timestamp and login count, Website and Services analytics data, such as web traffic, city-level location data, web request, Internet Protocol address, browsing history, search history, browser type, browser language and UI preferences, EULA acceptance, the date and time of your request and one or more cookies that may uniquely identify your browser. We may also receive information (including Personal Information) about you from third parties providing us with analytics, lead generation or other services. We may also collect Personal Information about you that is publicly available from sources such as social media and company websites. We also collect records of products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies in connection with our products and services.

2.1.3. To the extent we consider Deidentified Data outside the scope of applicable data protection laws because it is not identifiable, then, to the extent required by such data protection laws or other binding obligation to which we are subject, we

hereby publicly commit to process Deidentified Data in our possession only in a de-identified fashion and not attempt to re-identify such Deidentified Data. “Deidentified Data” means data that cannot reasonably be used to infer information about, and that cannot reasonably be linked to, an identified individual or an identifiable individual.

3. Cookies

- 3.1. We may also collect information about your use of our Services through the use of cookies, which are small computer files that we transfer to your computer’s or your mobile device's hard drive. Cookies allow us to know how often someone visits our Website or uses our Services and the activities they conduct while on our Website (such as the pages visited) or otherwise interacting with the Services. The information collected by cookies helps us generate content specifically designed for you and also allows us to statistically monitor how many people are using our Services and for what purpose.
- 3.2. In addition to cookies that we may place on your computer or mobile device, cookies might also be placed on your computer or mobile device by third parties that we use to provide analytics-related and other services. In the course of providing such services, such third parties could place or recognize unique cookies on your browser. If you would like to disable "third party" cookies, you may be able to turn them off by going to the third party's website. Here are links to the main third-party platforms we use:
 - 3.2.1. <https://www.google.com/policies/privacy/>;
 - 3.2.2. <https://www.youtube.com/howyoutubeworks/privacy/>;
 - 3.2.3. <https://vimeo.com/legal/privacy/policy>
- 3.3. Your browser software can be set to reject all cookies. Most browsers offer instructions on how to reset the browser to reject cookies in the “Help” section of the toolbar. If you reject our cookies, you will not be able to use certain functions and conveniences of our Services.
- 3.4. You should be aware that third parties may use their own cookies or action tags when you click on a link to their websites or services on or from the Services. This Privacy Policy does not govern the use of cookies or action tags or the use of your information by such third-party websites or services.

4. Web Beacons

Web beacons are tiny graphic image files embedded in a web page or email that provide a presence on the web page or email and send back to its home server information from your browser. The information collected by web beacons allows websites to statistically monitor how many people are using the website. Web beacons also allow a website to monitor whether you open e-mails sent from the website, and sometimes to track your activity across websites generally. We may use web beacons to collect information about your use of our Services.

5. Log Files

We also collect information through our Internet log files, which record data such as user Internet Protocol addresses, browser types, domain names, and other anonymous statistical data involving the use of the Services. This information may be used to analyze trends, to administer the Services, to monitor the use of the Services, and to gather general demographic information. We may link this information to Personal Information for these and other purposes such as personalizing your experience on the Services and evaluating the Services in general.

6. Children

We are committed to protecting the privacy of children. Our Website is a general audience site and our Services are not designed or intended to attract children under the age of 13. We do not collect Personal Information from any person we know is under the age of 13.

7. How we use your Personal Information

- 7.1. We use the information collected to provide the Services, to process your transactions, and for internal operations such as operating, supporting and improving the Services. We also use your Personal Information to respond to questions from you, provide information about our Website and the Services, to provide support for our Website and the Services and/or to improve our Website and the Services. You are responsible for ensuring the accuracy of the Personal Information you provide through our Services. If your Personal Information is outdated or inaccurate, we may not be able to send you emails or notify you about changes to this Privacy Policy.
- 7.2. We may use your information to send you a welcoming e-mail that may confirm your username and password. If you opt in, we and third parties acting on our behalf may subsequently send you electronic newsletters, contact you about the Services, products, services, information and news that may be of interest to you, and provide you with targeted feedback. If you no longer desire to receive these communications, we will provide you with the option to change your preferences in each communication we send to you. You may also inform us by email to: info@circadence.com.
- 7.3. We may also use the information collected to send announcements and updates regarding the Services or, if applicable, about your billing account status. You will not be able to unsubscribe from these Services announcements and updates as they contain important information relevant to your use of the Services and are necessary for the performance of our contract with you.
- 7.4. We will only use your Personal Information to the extent that the law allows us to do so. Pursuant to the European Data Protection Laws, legal bases for our processing your Personal Information may include (without limitation):
 - 7.4.1. where you have given consent to the processing, which consent may be withdrawn at any time without affecting the lawfulness of processing based on consent prior to withdrawal;
 - 7.4.2. where it is necessary to perform the contract we have entered into, or are about to enter into, with you (whether in relation to the provision of the Services or otherwise); and/or

- 7.4.3. where it is necessary for the purposes of our legitimate interests (or those of a third party) in providing or marketing the Services and your interests and fundamental rights and freedoms do not override those legitimate interests.

8. Disclosure of your Personal Information

- 8.1. We generally disclose information (including Personal Information) we gather or receive to the following types of third parties and as otherwise set forth in this Privacy Policy, our Terms and Conditions (<https://circadence.com/terms-and-conditions/>), any other agreement between Circadence and you or as specifically authorized by you:

8.1.1. **Disclosure for legal reasons:** We may release Personal Information to third parties (1) to comply with valid legal requirements such as a law, regulation, search warrant, subpoena, court order, lawful requests by public authorities, including to meet national security or law enforcement requirements, or other valid legal process; or (2) in special circumstances when we have reason to believe that disclosing this information is necessary to identify, contact or bring legal action against someone who may be violating a contract with us, to detect fraud, for assistance with a delinquent account, or to protect the safety and/or security of our users, the Services or the general public.

8.1.2. **Disclosure to operations and maintenance contractors:** Third parties that we contract with to maintain our Website or the Services or our business sometimes have limited access to your Personal Information in the course of providing products or services to us. These contractors include vendors and suppliers that provide us with technology, services, and/or content related to better functionality, operation and maintenance of our Website or the Services and others such as our legal advisers and auditors. Access to your Personal Information by these contractors is limited to the information reasonably necessary in order for the contractor to perform its limited function for our Website or the Services. We also use reasonable efforts to ensure that these contractors are capable of (1) protecting the privacy of your Personal Information consistent with this Privacy Policy, and (2) not using or disclosing your Personal Information for any purpose other than providing us with products and services.

8.1.3. **Disclosure to our affiliates and changes in our corporate structure:** We may share your Personal Information with our corporate affiliates, and those affiliates are bound to use and share your Personal Information in accordance with this Privacy Policy. In addition, if all or part of our company is sold, merged or otherwise transferred to another entity, the Personal Information you have provided through our Website or through use of the Services may be transferred as part of that transaction.

8.1.4. **Disclosure of Aggregate Information:** We may provide non-Personal Information about you to third parties that does not allow you to be identified or contacted and that is combined with the non-Personal Information of other users (“Aggregate Information”). For example, we might inform third parties

regarding the number of users of our Website and the Services, and the activities they conduct while on our Website or using the Services. Depending on the circumstances, we may or may not charge third parties for this Aggregate Information. We also may not limit the third parties' use of the Aggregate Information, except that we do require third parties to whom we disclose Aggregate Information to agree that they will not attempt to make this information personally identifiable by combining it with other databases or otherwise.

8.1.5. **Analytics:** When users use our Services, third parties (including without limitation third-party analytics service providers and commercial partners) may directly collect information about our users' online activities over time and across different websites. Please note in particular that the Services may use Google Analytics, including its data reporting features. Information collected by Google Analytics includes but is not limited to web metrics. For information on how Google Analytics collects and processes data, please see the site "How Google uses data when you use our partners' sites or apps", currently located at www.google.com/policies/privacy/partners/. For information on opting out of Google Analytics, we encourage you to visit Google's website, including its list of currently available opt-out options presently located at <https://tools.google.com/dlpage/gaoptout>.

8.1.6. **Other uses and disclosures:** We may use and disclose your Personal Information in order to facilitate your use of our Website or the Services. In those cases in which we use or share your Personal Information in ways that are not described in this Privacy Policy or other agreement between you and Circadence, we will inform you at the time you first use that functionality or service and your use of such functionality or service will constitute your consent to those different uses and/or disclosures.

8.2. Personal Information collected and used via our Services will be stored, and (if applicable) transferred to us, in the United States. By accepting this Privacy Policy, you explicitly consent to us storing, and (if applicable) transferring, your Personal Information in and to the United States, such transfer being necessary for the purposes of your use of our Website and the Services. To the extent required by applicable law: whenever we transfer your personal data (as defined in the EU GDPR and the UK GDPR) to the United States or other countries that do not ensure adequate protection for personal data (as determined by the European Commission in relation to personal data governed by the EU GDPR and the UK Government in relation to personal data governed by the UK GDPR and the UK DPA 2018, each, an "Inadequate Jurisdiction"), we ensure a similar degree of protection is afforded to it; where we use certain service providers, we may use specific contracts approved by the European Commission in relation to personal data of individuals located in the EEA, or by the UK Government in relation to personal data of individuals located in the UK, which give personal data the same protection it has in the European Economic Area under the EU GDPR and in the UK under the UK GDPR and UK DPA 2018; and if we rely on another basis to transfer your personal data to an Inadequate Jurisdiction, we will keep you updated or contact you if required. Please contact us if you want further information on the specific mechanisms used by us when transferring your personal data to an Inadequate Jurisdiction.

9. Security and Data Retention

- 9.1. We want your Personal Information to remain as secure as possible. Although we will make commercially reasonable efforts to protect your Personal Information from loss, misuse, or alteration by third parties, you should be aware that there is always some risk involved in transmitting information over the Internet. There is also some risk that others could find a way to thwart our security systems.
- 9.2. We will only retain your Personal Information collected through our Services for as long as necessary to fulfil the purposes for which we collected it.

10. Your Rights

- 10.1. You can always contact us to request that we delete your Personal Information from our systems or update the Personal Information that you have provided to us by emailing us at infogc@circadence.com or by filling out the request form here: www.circadence.com/user-data. Such changes will not have any effect on other information that we maintain.
- 10.2. Under certain circumstances and in compliance with the European Data Protection Laws, you may have the right to:
 - 10.2.1. **Request access** to your Personal Information (commonly known as a ‘subject access request’). This enables you to receive a copy of the Personal Information we hold about you and to check that we are lawfully processing it;
 - 10.2.2. **Request correction** of the Personal Information that we hold about you. This enables you to have any incomplete or inaccurate information we hold about you corrected;
 - 10.2.3. **Request erasure** of your Personal Information. This enables you to ask us to delete or remove Personal Information where there is no good reason for us continuing to process it. You also have the right to ask us to delete or remove all of your Personal Information in certain other circumstances;
 - 10.2.4. **Object to processing** of your Personal Information where we are relying on a legitimate interest (or those of a third party) and there is something about your particular situation which makes you want to object to processing on that ground;
 - 10.2.5. **Request the restriction of processing** of your Personal Information. This enables you to ask us to suspend the processing of Personal Information, for example if you want us to establish its accuracy or the reason for processing it;
 - 10.2.6. **Request the transfer** of your Personal Information to another party; and

- 10.2.7. **Lodge a complaint** with the relevant supervisory authority (as defined in the EU GDPR and under UK law). If you have any complaints about the way we process your Personal Information, please do contact us. Alternatively, you may lodge a complaint with the supervisory authority which is established in your country.
- 10.3. If you want to review, verify, correct or request erasure of your Personal Information, object to the processing of your Personal Information, or request that we transfer a copy of your Personal Information to another person please contact infogc@circadence.com.
- 10.4. You should be aware that it is not technologically possible to remove each and every record of the information you have provided to us from our servers. The need to back-up our systems to protect information from inadvertent loss means that a copy of your Personal Information may exist in a non-erasable form that will be difficult or impossible for us to locate. Nevertheless, upon receiving your request, all Personal Information stored in the databases we actively use for research and daily business activities will be deleted.

11. Do Not Track

The term “Do Not Track” refers to a HTTP header offered by certain web browsers to request that websites refrain from tracking the user. We take no action in response to automated Do Not Track requests. However, if you wish to stop such tracking, please contact us with your request, using our contact details provided below.

12. Changes to this Policy

- 12.1. In the future, we may make significant changes to our Privacy Policy affecting the use of the Personal Information we collect. We will notify you by e-mail of any material changes to this Privacy Policy. We may also make non-material changes to our Privacy Policy that generally will not affect our use of your Personal Information. You should check this posted Privacy Policy for any future changes. If you do not agree to the terms of this Privacy Policy or any revised policy, please exit our Website and cease using the Services immediately.
- 12.2. If you have questions or complaints about our privacy practices, you may contact us at infogc@circadence.com or by filling out the request form here: www.circadence.com/user-data or by postal mail or courier at PO Box 63210, Colorado Springs, CO 80962, Attn: General Counsel.

13. Privacy Notice for California Residents: This Section 13 shall apply only to the extent that we are regulated as a business (as defined in the California Consumer Privacy Act of 2018, as amended by the California Privacy Rights Act of 2020 (collectively with any regulations promulgated thereunder, the "CCPA")) under the CCPA. This Section 13 shall apply to you only if you are a California resident.

If an organization with which you are associated (an "Organization") purchases any of our services, we may receive consumer information (as defined below) about you in connection

with our provision of our services to your Organization. To the extent we process or access such consumer information solely in order to provide our services to your Organization or only for a business purpose (as defined in the CCPA) pursuant to a written contract with your Organization, under the CCPA, to the extent applicable, we will act as a service provider (as defined in the CCPA) or a contractor (as defined in the CCPA), as applicable, on behalf of your Organization in respect of that consumer information; this Privacy Policy will not apply to the processing of that consumer information and your Organization will act as a business (as defined in the CCPA) in respect of that consumer information. The business is responsible for obtaining all necessary consents and providing you with all requisite information as required by applicable law. To the extent we process your consumer information for any other lawful business or commercial purpose of ours that is outside the scope of our role as a service provider or contractor, under the CCPA, to the extent applicable, we will act as a business with respect to such consumer information and this Privacy Policy will apply to the processing of such consumer information.

As used in this Section 13, “sell” (including any grammatically inflected forms thereof) means selling, renting, releasing, disclosing, disseminating, making available, transferring, or otherwise communicating orally, in writing, or by electronic or other means, consumer information (as defined below) to a third party for monetary or other valuable consideration.

As used in this Section 13, “share” (including any grammatically inflected forms thereof) means sharing, renting, releasing, disclosing, disseminating, making available, transferring, or otherwise communicating orally, in writing, or by electronic or other means, consumer information to a third party for cross-context behavioral advertising, whether or not for monetary or other valuable consideration, including transactions with a third party for cross-context behavioral advertising for our benefit in which no money is exchanged.

The terms “selling” and “sharing” do not include (i) disclosing consumer information to a third party at your direction, (ii) where you intentionally interact with one or more third parties, or (iii) transfers of your consumer information to a third party as an asset that is part of a merger, acquisition, bankruptcy, or other transaction in which the third party assumes control of all or part of Circadence, provided that information is used or shared consistently with the CCPA.

- 13.1. **Consumer Information Collected:** We collect information that identifies, relates to, describes, references, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with particular California residents or households (“consumer information”). Consumer information does not include deidentified or aggregated information, publicly available information or lawfully obtained, truthful information that is a matter of public concern, or any other information that is excepted from the definition of “personal information” under the CCPA, or any information that is otherwise not regulated by the CCPA. For purposes of this Section 13.1, “publicly available information” means information that is lawfully made available from federal, state, or local government records, or information that we have a reasonable basis to believe is lawfully made available to the general public by you or from widely distributed media, or information made available by a person to whom you have disclosed the information if you have not restricted the information to a specific audience.

For purposes hereof, "sensitive consumer information" means: (1) consumer information that reveals (A) your social security, driver's license, state identification card, or passport number; (B) your account log-in, financial account, debit card, or credit card number in combination with any required security or access code, password, or credentials allowing access to an account; (C) your precise geolocation; (D) your racial or ethnic origin, religious or philosophical beliefs, or union membership; (E) the contents of your mail, email, and text messages, unless we are the intended recipient of the communication; (F) your genetic data; and (2)(A) consumer information consisting of biometric information processed for the purpose of uniquely identifying you; (B) consumer information collected and analyzed concerning your health; or (C) consumer information collected and analyzed concerning your sex life or sexual orientation. We use or disclose your sensitive consumer information, provided that we only use or disclose sensitive consumer information for the purposes specified in Section 7027(m) of the CCPA regulations and we only collect or process sensitive consumer information without the purpose of inferring characteristics about you.

In particular, with respect to the Services, we have collected the following categories of consumer information from California residents or households within the last twelve (12) months and we may collect the following categories of consumer information from California residents or households:

Category	Consumer information collected	Purposes (including business or commercial purposes) for which we collect or use consumer information	Categories of third parties with whom we have shared consumer information and the business or commercial purpose for sharing such consumer information	Categories of third parties to whom we have sold consumer information and the business or commercial purpose for selling such consumer information	Categories of third parties to whom we have disclosed consumer information for a business purpose and the business or commercial purposes for disclosing consumer information	Categories of sources from which consumer information is collected
A. Identifiers.	Name, telephone number, company address, business, company, position, company role, email address, Internet	<ul style="list-style-type: none"> to provide the Services and process your transactions. to respond to questions from you and provide information about our Website and the Services. for internal operations such as operating, supporting and improving the Services. to provide support for our Website and the Services. 		N/A	To operations and maintenance contractors, as described in Section 8.1.2 of this Privacy Policy, for the purposes described in	Consumer information that you give to us or to third parties acting on our behalf, including when you contact us by using the form on our

	<p>Protocol address, Services account access credentials (which may include username and password and system-generated unique user ID), the content of any message you submit to us or to the Services, online identifiers or other similar identifiers.</p>	<ul style="list-style-type: none"> • to improve our Website and the Services. • so that we and third parties acting on our behalf may subsequently send you electronic newsletters, contact you about the Services, products, services, information and news that may be of interest to you, and provide you with targeted feedback. 			<p>column 3 of this table.</p> <p>To third parties including third-party analytics service providers and commercial partners, as described in Section 8.1.5 of this Privacy Policy, for the purposes described in column 3 of this table.</p>	<p>Website, by corresponding with us by telephone, by interacting with us at networking events (such as tradeshows), by email or otherwise or in connection with your use of the Services (including in connection with support).</p> <p>Consumer information that is otherwise collected when you use the Services, including as described in Sections 2.1.2, 3, 4, and 5 of this</p>
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						<p>Privacy Policy.</p> <p>Consumer information about you from third parties providing us with analytics, lead generation or other services.</p>
B. Commercial information.	Records of products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies in connection with our products and services.	<ul style="list-style-type: none"> • to provide the Services and process your transactions. • to respond to questions from you and provide information about our Website and the Services. • for internal operations such as operating, supporting and improving the Services. • to provide support for our Website and the Services. • to improve our Website and the Services. • so that we and third parties acting on our behalf may subsequently send you electronic newsletters, contact you about the Services, products, 		N/A	To operations and maintenance contractors, as described in Section 8.1.2 of this Privacy Policy, for the purposes described in column 3 of this table.	Consumer information that you give to us or to third parties acting on our behalf, including when you contact us by using the form on our Website, by corresponding with us by telephone, by interacting with us at

		<p>services, information and news that may be of interest to you, and provide you with targeted feedback.</p>				<p>networking events (such as tradeshows), by email or otherwise or in connection with your use of the Services (including in connection with support).</p> <p>Consumer information that is otherwise collected when you use the Services, including as described in Sections 2.1.2, 3, 4, and 5 of this Privacy Policy.</p> <p>Consumer information about you from third</p>
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						parties providing us with analytics, lead generation or other services.
C. Internet or other electronic network activity information.	Browsing history, device, URL, referrer, usage data, behavioral data, engagement data on the Website, such as clicks, impressions, bounce rate, click through, time spent on page, login timestamps and login count, Website and Services	<ul style="list-style-type: none"> to provide the Services and process your transactions. to respond to questions from you and provide information about our Website and the Services. for internal operations such as operating, supporting and improving the Services. to provide support for our Website and the Services. to improve our Website and the Services. so that we and third parties acting on our behalf may subsequently send you electronic newsletters, contact you about the Services, products, services, information and news that may be of interest to you, and provide you with targeted feedback. 		N/A	<p>To operations and maintenance contractors, as described in Section 8.1.2 of this Privacy Policy, for the purposes described in column 3 of this table.</p> <p>To third parties including third-party analytics service providers and commercial partners, as</p>	Consumer information that you give to us or to third parties acting on our behalf, including when you contact us by using the form on our Website, by corresponding with us by telephone, by interacting with us at networking events (such as tradeshow), by email or otherwise or in connection

	<p>analytics data, such as web traffic, city-level location data, web request, browser type, domain names, browser language and UI preferences, EULA acceptance, the date and time of your request and one or more cookies that may uniquely identify your browser, Internet Protocol address, search history,</p>				<p>described in Section 8.1.5 of this Privacy Policy, for the purposes described in column 3 of this table.</p>	<p>with your use of the Services (including in connection with support). Consumer information that is otherwise collected when you use the Services, including as described in Sections 2.1.2, 3, 4, and 5 of this Privacy Policy. Consumer information about you from third parties providing us with analytics, lead generation or other services.</p>
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	information on a consumer's interaction with a website or application.						
D. Professional or employment-related information.	Employer and/or organization with which you are associated, title, occupation.	<ul style="list-style-type: none"> to provide the Services and process your transactions. to respond to questions from you and provide information about our Website and the Services. for internal operations such as operating, supporting and improving the Services. to provide support for our Website and the Services. 		N/A	To operations and maintenance contractors, as described in Section 8.1.2 of this Privacy Policy, for the purposes described in column 3 of this table.	Consumer information that you give to us or to third parties acting on our behalf, including when you contact us by using the form on our Website, by corresponding with us by telephone, by interacting with us at networking events (such as tradeshow), by email or otherwise or in connection with your use of the Services (including in connection with support).	

		<ul style="list-style-type: none"> • to improve our Website and the Services. • so that we and third parties acting on our behalf may subsequently send you electronic newsletters, contact you about the Services, products, services, information and news that may be of interest to you, and provide you with targeted feedback. 				<p>Consumer information that is otherwise collected when you use the Services, including as described in Sections 2.1.2, 3, 4, and 5 of this Privacy Policy.</p> <p>Consumer information about you from third parties providing us with analytics, lead generation or other services.</p>	
E. Inferences drawn from other personal information.	Profile reflecting a person's preferences or behavior.	<ul style="list-style-type: none"> • for internal operations such as operating, supporting and improving the Services. • to improve our Website and the Services. 			N/A	To operations and maintenance contractors, as described in Section	Consumer information that you give to us or to third parties acting on our behalf,

		<ul style="list-style-type: none"> so that we and third parties acting on our behalf may subsequently send you electronic newsletters, contact you about the Services, products, services, information and news that may be of interest to you, and provide you with targeted feedback. 			<p>8.1.2 of this Privacy Policy, for the purposes described in column 3 of this table.</p> <p>To third parties including third-party analytics service providers and commercial partners, as described in Section 8.1.5 of this Privacy Policy, for the purposes described in column 3 of this table.</p>	<p>including when you contact us by using the form on our Website, by corresponding with us by telephone, by interacting with us at networking events (such as tradeshows), by email or otherwise or in connection with your use of the Services (including in connection with support).</p> <p>Consumer information that is otherwise collected when you use the Services, including as</p>
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						<p>described in Sections 2.1.2, 3, 4, and 5 of this Privacy Policy.</p> <p>Consumer information about you from third parties providing us with analytics, lead generation or other services.</p>
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Sensitive Consumer Information Category	Consumer information collected	Purposes (including business or commercial purposes) for which we collect or use consumer information	Categories of third parties with whom we have shared consumer information and the business or commercial purpose for sharing	Categories of third parties to whom we have sold consumer information and the business or commercial purpose for selling such	Categories of third parties to whom we have disclosed consumer information for a business purpose and the business or	Categories of sources from which consumer information is collected
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			such consumer information	consumer information	commercial purposes for disclosing consumer information	
A. Complete account access credentials (account log-in, financial account, debit card, or credit card number in combination with any required security or access code, password, or credentials allowing access to an account)	Services account access credentials (which may include username and password and system-generated unique user ID).	To provide the Services and process your transactions.	N/A	N/A	To operations and maintenance contractors, as described in Section 8.1.2 of this Privacy Policy, for the purposes described in column 3 of this table.	Consumer information that you give to us or to third parties acting on our behalf.

- 13.2. **Purposes for Collection of Consumer Information; Categories of Sources:** We collect consumer information for the business or commercial purposes described in the tables above and in the manner described in Sections 2, 3, 4, 5, and 7 of this Privacy Policy with respect to Personal Information. Regarding the categories of sources from which consumer information is collected, we collect consumer information from the categories of sources described in the tables above and in the manner described above in this Privacy Policy with respect to Personal Information.
- 13.3. **Disclosures of Consumer Information for a Business or Commercial Purpose:** Circadence may disclose your consumer information described in the tables above to a third party for a business or commercial purpose, as described in the tables above and in Section 8 of this Privacy Policy with respect to Personal Information. In the preceding twelve (12) months, Circadence has disclosed the categories of consumer information described in the tables above for a business or commercial purpose to the categories of third parties described in the tables above.
- 13.4. **Sharing and Sales of Consumer Information:** In the preceding twelve (12) months, Circadence has not shared or sold, nor does it or will it share or sell, consumer information.
- 13.5. **California Residents' Rights and Choices:** The CCPA provides California residents with specific rights regarding their consumer information. This Section 13.5 describes your CCPA rights (to the extent applicable to you) and explains how to exercise those rights.
- 13.5.1. **Access to Specific Information and Data Portability Rights:** You may have the right to request that Circadence disclose certain information to you about our collection and use of your consumer information over the past twelve (12) months or such other period required by the CCPA. Once we receive and confirm your verifiable consumer request (in the manner described in Section 13.6 below), to the extent required by the CCPA, we will disclose to you:
- 13.5.1.1. The categories of consumer information we collected about you.
 - 13.5.1.2. The categories of sources for the consumer information we collected about you.
 - 13.5.1.3. Our business or commercial purpose for collecting that consumer information.
 - 13.5.1.4. The categories of third parties to whom we disclose that consumer information.
 - 13.5.1.5. The specific pieces of consumer information we collected about you (also called a data portability request).
 - 13.5.1.6. If we disclosed your consumer information for a business or commercial purpose, a list disclosing disclosures for a business or commercial purpose, identifying the categories of recipients to whom such consumer

information was disclosed and the consumer information categories that each category of recipient obtained.

13.5.2. Deletion Request Rights: You have the right to request that Circadence delete any of your consumer information that we collected from you and retained, subject to certain exceptions. Once we receive and confirm a verifiable request from you or your authorized agent (in each case if you are a California resident) in the manner described in Section 13.6 below (“verifiable consumer request”), we will delete (and notify our service providers and/or contractors to delete, unless this proves impossible or involves disproportionate effort) your consumer information from our records, unless an exception applies or retention of your consumer information is otherwise permitted by the CCPA. We may deny your deletion request if retaining the information is reasonably necessary for us or our service provider(s) and/or contractor(s) to:

13.5.2.1. Complete the transaction for which we collected the consumer information, provide a product or service that you requested, take actions reasonably anticipated by you within the context of our ongoing business relationship with you, fulfill the terms of a written warranty or product recall conducted in accordance with federal law, or otherwise perform our contract with you.

13.5.2.2. Help to ensure security and integrity to the extent the use of your consumer information is reasonably necessary and proportionate for those purposes.

13.5.2.3. Debug to identify and repair errors that impair existing intended functionality.

13.5.2.4. Exercise free speech, ensure the right of another consumer to exercise that consumer’s free speech rights, or exercise another right provided for by law.

13.5.2.5. Comply with the California Electronic Communications Privacy Act (Cal. Penal Code § 1546 *et. seq.*).

13.5.2.6. Engage in public or peer-reviewed scientific, historical, or statistical research that conforms or adheres to all other applicable ethics and privacy laws, when our deletion of the information is likely to render impossible or seriously impair the ability to complete the research, if you have provided informed consent.

13.5.2.7. Enable solely internal uses that are reasonably aligned with consumer expectations based on your relationship with us and compatible with the context in which you provided the information.

13.5.2.8. Comply with a legal obligation.

13.5.3. Correction Request Rights: You have the right to request that we correct inaccurate consumer information about you that we maintain, taking into account

the nature of the consumer information and the purposes of the processing of the consumer information. If we receive a verifiable consumer request from you to correct inaccurate consumer information, we will use commercially reasonable efforts to correct such inaccurate consumer information as directed by you, pursuant to Section 1798.130 of the CCPA and regulations adopted pursuant to the CCPA.

13.6. Exercising Access, Data Portability, Correction, and Deletion Rights:

13.6.1. To exercise the access, data portability, correction, and deletion rights described in Section 13.5 above, please submit a verifiable consumer request to us by either: (1) visiting <https://www.circadence.com/>; (2) by filling out the request form here: www.circadence.com/user-data; or (3) contacting us in accordance with Section 12.2. Only you, or someone legally authorized to act on your behalf (such as an authorized agent), may make a verifiable consumer request related to your consumer information. Someone legally authorized to act on your behalf (such as an authorized agent) may make a verifiable consumer request on your behalf, provided that you have duly authorized that person or entity to make such a verifiable consumer request on your behalf and provided that that person or entity can provide verification of their authority to make such a request on your behalf where required. You may also make a verifiable consumer request on behalf of your minor child. You may make a verifiable consumer request for access or data portability no more than twice within a twelve (12) month period. The verifiable consumer request must: (i) provide sufficient information that allows us to reasonably verify you are the person about whom we collected consumer information or an authorized agent; and (ii) describe your request with sufficient detail that allows us to properly understand, evaluate, and respond to it. We cannot respond to your request or provide you with consumer information if we cannot verify your identity or authority to make the request and confirm the consumer information relates to you. Making a verifiable consumer request does not require you to create an account with us. We will only use consumer information provided for the purposes of verification of a consumer request to verify the requestor's identity or authority to make the request. In the event you make a request under this Section 13, we may take various approaches to verify your identity depending on the nature of your request. These approaches may include initiating video conferencing or telephone calls with you or reaching out to by email or otherwise to ask you questions pertaining to the information we have about you.

13.6.2. We endeavor to respond to a verifiable consumer request within forty-five (45) days of its receipt. If we require more time (up to ninety (90) days), we will inform you of the reason and extension period in writing. If you have an account with us, we may deliver our written response to that account. If you do not have an account with us, we will deliver our written response by mail or electronically, at your option. The response we provide will also explain the reasons we cannot comply with a request, if applicable. For data portability requests, we will select a format to provide your consumer information that is readily useable and should allow you to transmit the information from one entity to another entity without hindrance. If your requests are manifestly unfounded or excessive, in particular because of their repetitive character, we may either charge a reasonable fee, taking into account the administrative costs of providing the information or communication or taking

the action requested, or refuse to act on the request and notify you of the reason for refusing the request.

13.7. **Non-Discrimination** We will not discriminate against you for exercising any of your CCPA rights, including, unless permitted by the CCPA, by:

13.7.1. Denying you goods or services;

13.7.2. Charging you different prices or rates for goods or services, including through granting discounts or other benefits, or imposing penalties;

13.7.3. Providing you a different level or quality of goods or services; or

13.7.4. Suggesting that you may receive a different price or rate for goods or services or a different level or quality of goods or services.

13.8. **Consumer Information Retention.** We will only retain your consumer information (including sensitive consumer information) for as long as necessary to fulfill the purposes for which we collected it or as otherwise permitted by applicable law. To determine the appropriate retention period for consumer information, we consider the amount, nature, and sensitivity of that consumer information, the potential risk of harm from unauthorized use or disclosure, the purposes for which we process your consumer information and whether we can achieve those purposes through other means, and the applicable legal requirements.

13.9. **Contact.** If you have any questions or concerns relating to this Privacy Policy our consumer information practices, please contact us in accordance with Section 12.2.