

# CIRCADENCE CORPORATION PRIVACY POLICY

Last revised and effective as of: January 1, 2020 (“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](http://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, Switzerland and/or the United Kingdom, this Privacy Policy sets out our practices and obligations under the General Data Protection Regulation (EU) 2016/679 (“GDPR”), to the extent applicable.

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 GDPR, 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 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 GDPR. All references to Personal Information shall be deemed to include personal data as defined and used in the GDPR. 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://www.circadence.com/terms->

[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. This information you give us may include your name, address, gender, education, occupation, position, employer, year of birth, email address, password, Internet protocol address, telephone number and years of experience in the cyber security space. Additionally, our outside contractor that is responsible for billing and payment processing services (the “Payment Services Provider”) may collect your billing and credit card information from you directly.

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 role, device, email address, URL, referrer, usage data, behavioural data, age, gender, engagement data on the Website, such as clicks, impressions, bounce rate, click through, time spent on page, advertisement performance metrics (clicks, impressions) in connection with your interaction with our advertisements on third-party websites, Website analytics data, such as web traffic, city-level location data, web request, Internet Protocol address, browser type, browser language, 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.

## **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 and advertising 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.visualvisitor.com/legal/privacy-policy/>;
- 3.2.3. <https://www.act-on.com/privacy-policy/>;
- 3.2.4. <https://www.linkedin.com/legal/cookie-policy>;
- 3.2.5. <https://www.facebook.com/policies/cookies/>;
- 3.2.6. <https://help.hotjar.com/hc/en-us/sections/115003180467-Privacy-Security-and-Operations>.

- 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 may not be able to use certain functions and conveniences of our Services, but you do not have to accept our cookies in order to productively use 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 or using the websites of certain sponsors or advertisers. Web beacons also allow a website to monitor whether you open e-mails sent from the website or from sponsors or advertisers, 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 you and 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 user name 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](mailto: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 GDPR, 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 the Services and your interests and fundamental rights and freedoms do not override those legitimate interests.

## **8. Chat Functionality**

- 8.1. The Services feature chat functionality (the "Chat") where Services users share information with one another. Information shared using the Chat function will be visible to all Services users in the same instance of the Services as you and should not be considered private. We cannot prevent such information from being used in a manner that may violate this Privacy Policy, the law or your personal privacy. We

are not responsible for the results of your sharing information using the Chat or for the accuracy of any information contained in the Chat.

- 8.2. **Any information you share in the Chat (including Personal Information) is by design open to the public and is not private. You should think carefully before sharing any information in the Chat. What you include in the Chat can be seen, disclosed to or collected by others and may be used by others in ways we cannot regulate or predict. As with any public forum on any website, the information you share in the Chat may also show up in third-party search engines like Google, Yahoo, MSN, and Bing. If you mistakenly share personal information in the Chat you can send us an e-mail to request that we remove it from the Chat log by contacting us at [info@circadence.com](mailto:info@circadence.com). You should understand that in some cases, we may not be able to remove your information.**
- 8.3. Any information shared in the Chat will not be private and is available to the public, including to all users in the same instance of the Services as you. Such information is not protected or treated as confidential, can be used in any manner, and is not subject to this Privacy Policy. If you wish to keep any information private or proprietary, do not submit it to the Chat. NOTWITHSTANDING THE FOREGOING, WE HAVE NO RESPONSIBILITY OR LIABILITY IF A USER'S INFORMATION OR IDENTITY IS MISUSED OR STOLEN, OR IF A USER SUFFERS HARM AS A RESULT OF VOLUNTARY DISCLOSURES.

## 9. Disclosure of your Personal Information

- 9.1. 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, any other agreement between Circadence and you or as specifically authorized by you:
- 9.1.1. **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.
- 9.1.2. **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 the Payment Services Provider, 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.

- 9.1.3. **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.
- 9.1.4. **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.
- 9.1.5. **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/](http://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>.
- 9.1.6. **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 the service or functionality will constitute your consent to those different uses and/or disclosures.

- 9.2. 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.

## 10. Security and Data Retention

- 10.1. 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.
- 10.2. 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.

## 11. Your Rights

- 11.1. 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 [info@circadence.com](mailto:info@circadence.com). Such changes will not have any effect on other information that we maintain.
- 11.2. Under certain circumstances and in compliance with the GDPR, you may have the right to:
  - 11.2.1. **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;
  - 11.2.2. **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;
  - 11.2.3. **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;
  - 11.2.4. **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 this ground;
  - 11.2.5. **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;

11.2.6. **Request the transfer** of your Personal Information to another party; and

11.2.7. **Lodge a complaint** with the relevant supervisory authority (as defined in the GDPR). 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.

11.3. 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 [info@circadence.com](mailto:info@circadence.com).

11.4. 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.

## **12. Intentionally Omitted.**

## **13. 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.

## **14. Changes to this Policy**

14.1. 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 and your continued use of this Website or Services will confirm your agreement to those changes. 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.

14.2. If you have questions or complaints about our privacy practices, you may contact us at [info@circadence.com](mailto:info@circadence.com) or by postal mail or courier at 1900 9<sup>th</sup> Street, Suite 300, Boulder, CO 80302, Attn: General Counsel.

**15. Privacy Notice for California Residents:** Notwithstanding any earlier Effective Date applicable to this Privacy Policy generally, this Section 15 shall be effective from and after January 1, 2020. This Section 15 shall apply to you only if you are a California resident.

If an organization with which you are associated purchases any of our Services, we may receive consumer 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 our Services to your organization. To the extent we process such consumer information solely on behalf of the organization with which you are associated, such consumer information will only be used for the purpose of providing our Services to the organization with which you are associated. We will act as a service provider 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 in respect of that consumer information. The business is the entity which enters into the agreement with us for Services and, in order to provide those Services, we will process your consumer information in accordance with a written contract between Circadence and the business. The business is responsible for obtaining all necessary consents and providing you with all requisite information as required by the applicable law. 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 in this Section 15, “sell” (including all 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 another business or a third party for monetary or other valuable consideration.

“Selling” does not include (i) disclosing consumer information to a third party at your direction, provided the third party does not sell the consumer information except in accordance with the California Consumer Privacy Act (the “CCPA”), (ii) where you intentionally interact with a third party through the Services, provided the third party does not also sell the consumer information, (iii) using or sharing your consumer information with a service provider as necessary to perform business purposes, provided that such service provider provides its services on Circadence’s behalf and provided that the service provider does not further collect or use the consumer information except as necessary to perform the business purpose, or (iv) 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.

**15.1. Consumer Information Collected:** Our Services collect information that identifies, relates to, describes, references, is capable of being associated with, or could reasonably be linked, directly or indirectly, with particular California residents, devices or households (“consumer information”). In particular, the Services have collected the following categories of consumer information from California residents, households or devices within the last twelve (12) months:

<b>Category</b>	<b>Examples</b>	<b>Business or commercial purposes for which we use consumer information</b>
Identifiers.	Name, date of birth, address, email address, Internet Protocol address, account name, password, online identifiers or other similar identifiers.	<ul style="list-style-type: none"> <li>• to provide the Services to you and process your transactions.</li> <li>• to respond to questions from you and provide information about our Website and the Services.</li> <li>• for internal operations such as operating, supporting and improving the Services.</li> <li>• to provide support for our Website and the Services.</li> <li>• to improve our Website and the Services.</li> <li>• 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.</li> </ul>
Personal information categories listed in the California Customer Records statute (Cal. Civ. Code § 1798.80(e)).	Name; credit card/debit card information (collected directly by Payment Services Provider).	<ul style="list-style-type: none"> <li>• to provide the Services to you and process your transactions.</li> <li>• to respond to questions from you and provide information about our Website and the Services.</li> <li>• for internal operations such as operating, supporting and improving the Services.</li> <li>• to provide support for our Website and the Services.</li> </ul>
Protected classification characteristics under California or	Age, sex.	<ul style="list-style-type: none"> <li>• for internal operations such as operating, supporting and improving the Services.</li> <li>• to improve our Website and the Services.</li> </ul>

federal law.		<ul style="list-style-type: none"> <li>• 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.</li> </ul>
Commercial information.	Records of products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies.	<ul style="list-style-type: none"> <li>• to provide the Services to you and process your transactions.</li> <li>• to respond to questions from you and provide information about our Website and the Services.</li> <li>• for internal operations such as operating, supporting and improving the Services.</li> <li>• to provide support for our Website and the Services.</li> <li>• to improve our Website and the Services.</li> <li>• 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.</li> </ul>
Geolocation data	City-level location data	<ul style="list-style-type: none"> <li>• to provide the Services to you and process your transactions.</li> <li>• for internal operations such as operating, supporting and improving the Services.</li> <li>• to improve our Website and the Services.</li> <li>• so that we and third parties acting on our behalf may</li> </ul>

		<p>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>
<p>Internet or other similar network activity.</p>	<p>Browsing history, search history, information on a consumer's interaction with a website, application or advertisement.</p>	<ul style="list-style-type: none"> <li>• to provide the Services to you and process your transactions.</li> <li>• to respond to questions from you and provide information about our Website and the Services.</li> <li>• for internal operations such as operating, supporting and improving the Services.</li> <li>• to provide support for our Website and the Services.</li> <li>• to improve our Website and the Services.</li> <li>• 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.</li> </ul>
<p>Professional or employment-related information.</p>	<p>Education, current or past job history or performance evaluations.</p>	<ul style="list-style-type: none"> <li>• to provide the Services to you and process your transactions.</li> <li>• to respond to questions from you and provide information about our Website and the Services.</li> <li>• for internal operations such as operating, supporting and improving the Services.</li> <li>• to provide support for our Website and the Services.</li> </ul>

		<ul style="list-style-type: none"> <li>• to improve our Website and the Services.</li> <li>• 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.</li> </ul>
Inferences drawn from other consumer information.	Profile reflecting a person's preferences or behavior.	<ul style="list-style-type: none"> <li>• for internal operations such as operating, supporting and improving the Services.</li> <li>• to improve our Website and the Services.</li> <li>• 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.</li> </ul>

15.2. **Use of Consumer Information:** We use consumer information for the business or commercial purposes described in the table above and in the manner described in Sections 2, 3, 4, 5, 7 and 8 of this Privacy Policy with respect to Personal Information.

15.3. **Disclosures of Consumer Information for a Business Purpose:** Circadence may disclose your consumer information described in the table above to a third party for a business purpose, as described in Sections 8 and 9 of this Privacy Policy with respect to Personal Information. In the preceding twelve (12) months, Circadence has disclosed the following categories of consumer information for a business purpose:

15.3.1. Identifiers.

15.3.2. Protected classification characteristics under California or federal law.

15.3.3. Commercial information.

15.3.4. Geolocation data.

15.3.5. Internet or other similar network activity.

15.3.6. Professional or employment-related information.

15.3.7. Inferences drawn from other consumer information.

15.4. **Sales of Consumer Information:** In the preceding twelve (12) months, Circadence has not sold, and Circadence does not and will not sell, consumer information.

15.5. **California Residents' Rights and Choices:** The CCPA provides California residents with specific rights regarding their consumer information. This Section 15.5 describes your CCPA rights (to the extent applicable to you) and explains how to exercise those rights.

15.5.1. **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 12 months. Once we receive and confirm your verifiable consumer request (in the manner described in Section 15.6 below), to the extent required by the CCPA, we will disclose to you:

15.5.1.1. The categories of consumer information we collected about you.

15.5.1.2. The categories of sources for the consumer information we collected about you.

15.5.1.3. Our business or commercial purpose for collecting that consumer information.

15.5.1.4. The categories of third parties with whom we share that consumer information.

15.5.1.5. The specific pieces of consumer information we collected about you (also called a data portability request).

15.5.1.6. If we disclosed your consumer information for a business purpose, a list disclosing disclosures for a business purpose, identifying the consumer information categories that each category of recipient obtained.

15.5.2. **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 (if you are a California resident) in the manner described in Section 15.6 below (“**verifiable consumer request**”), we will delete (and direct our service providers to delete) your consumer information from our records, unless an exception applies. We may deny your deletion request if retaining the information is necessary for us or our service provider(s) to:

15.5.2.1. Complete the transaction for which we collected the consumer information, provide a product or service that you requested, take

actions reasonably anticipated within the context of our ongoing business relationship with you, or otherwise perform our contract with you.

- 15.5.2.2. Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, or prosecute those responsible for such activities.
- 15.5.2.3. Debug products or services to identify and repair errors that impair existing intended functionality.
- 15.5.2.4. Exercise free speech, ensure the right of another consumer to exercise their free speech rights, or exercise another right provided for by law.
- 15.5.2.5. Comply with the California Electronic Communications Privacy Act (Cal. Penal Code § 1546 *et. seq.*).
- 15.5.2.6. Engage in public or peer-reviewed scientific, historical, or statistical research in the public interest that adheres to all other applicable ethics and privacy laws, when the information's deletion may likely render impossible or seriously impair the research's achievement, if you previously provided informed consent.
- 15.5.2.7. Enable solely internal uses that are reasonably aligned with consumer expectations based on your relationship with us.
- 15.5.2.8. Comply with a legal obligation.
- 15.5.2.9. Make other internal and lawful uses of that information that are compatible with the context in which you provided it.

## 15.6. **Exercising Access, Data Portability, and Deletion Rights:**

- 15.6.1. To exercise the access, data portability, and deletion rights described in Section 15.5 above, please submit a verifiable consumer request to us by either: (1) calling us at [**TOLL-FREE NUMBER**]; (2) visiting [**WEBSITE ADDRESS**]; or (3) contacting us in accordance with Section 14.2. Only you, or a person registered with the California Secretary of State that you authorize to act on your behalf, may make a verifiable consumer request related to your consumer information. 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 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 representative; 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 in a verifiable consumer request to verify the requestor's identity or authority to make the request.

15.6.2. 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. Any disclosures we provide will only cover the 12-month period preceding the verifiable consumer request's receipt. 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.

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

15.7.1. Denying you goods or services.

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

15.7.3. Providing you a different level or quality of goods or services.

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