

DATA PROCESSING AGREEMENT

This Data Processing Agreement (“**DPA**”) is made as of the _____ day of _____, 2024 (“**Effective Date**”), between David’s Bridal, Inc. (“**David’s Bridal**”), a corporation organized under the laws of Delaware and _____, (“**Vendor**”) a _____ organized under the laws of the state of _____. David’s Bridal and Vendor are each a “**Party**” and collectively the “**Parties**” to this DPA.

RECITALS

- David’s Bridal and Vendor are parties to a _____ dated _____ (the “**Agreement**”) in which Vendor has agreed to provide certain Services to David’s Bridal;
- Vendor will have access to certain Personal Information in providing the Services; and
- The Parties are entering into this DPA in order to set out their respective obligations with regard to the Processing of such Personal Information.

NOW THEREFORE, for good and valuable consideration, the Parties agree:

1. **Definitions.** Capitalized terms set forth in this DPA have the following definitions.

- 1.1 “**Affiliate**” means an entity that controls, is controlled by, or is under common control with a Party, where “control” means the ability, whether directly or indirectly, to direct the affairs of another by means of ownership, contract, or otherwise.
- 1.2 “**Business,**” “**Commercial Purposes,**” “**Controller,**” “**Processor,**” “**Sale,**” “**Sell,**” “**Service Provider,**” and “**Supervisory Authority**” (or any equivalent terms) have the meaning set out under the applicable Data Privacy Laws.
- 1.3 “**Data Subject**” means a natural person whose Personal Information is Processed by or at the direction of David’s Bridal or as defined in applicable Data Privacy Laws.
- 1.4 “**Data Subject Rights Request**” means a request from a Data Subject seeking to exercise rights granted to individuals under the Data Privacy Laws, which may include the right to access, right to correct, right to opt out or restrict Processing, right of data portability, right to delete, and right not to be subject to automated individual decision making.
- 1.5 “**Data Privacy Laws**” means those current and future applicable federal, state and local laws, rules and regulations addressing data privacy, data security and breach notification, including but not limited to: (i) the California Consumer Privacy Act of 2018, as amended, including by the California Privacy Rights Act of 2020, and their implementing regulations; (ii) the Virginia Consumer Data Protection Act of 2021, (iii) the Colorado Privacy Act of 2021 and its implementing regulations; (iv) the Connecticut Data Privacy Act of 2022, (v) the Utah Consumer Privacy Act of 2022, when effective; and (vi) any other state consumer privacy laws, data breach notification laws and data security laws of the various states of the United States as applicable.
- 1.6 “**Network**” means the information technology network that David’s Bridal owns and operates, which includes certain hardware, software, communication systems, infrastructure, network architecture, equipment, and electronic devices.

- 1.7 “**Personal Information**” means information that identifies, relates to, describes, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular individual or household, or is otherwise regulated by applicable Data Privacy Laws. This includes “Personal Data” as similarly defined in applicable Data Privacy Laws.
- 1.8 “**Personnel**” means those employees, Affiliates or agents that Vendor uses to perform its obligations or exercise its rights under the Agreement or this DPA.
- 1.9 “**Process**” or “**Processing**” means any operation or set of operations which is performed on Personal Information or on sets of Personal Information, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.
- 1.10 “**Security Incident**” means unauthorized loss, destruction, acquisition, use disclosure of, or access to Personal Information in Vendor’s possession, custody, or control, or any other event that compromises the security, confidentiality or integrity of Personal Information, David’s Bridal’s computer systems, or David’s Bridal’s Network.
- 1.11 “**Services**” means those services provided by Vendor to David’s Bridal as described in the Agreement.
- 1.12 “**Sub-processor**” means a third party engaged by Vendor to assist in the performance of the Services that will Process Personal Information.

2. Processing of Personal Information.

- 2.1 Roles of the Parties. David’s Bridal is a Business and Vendor is a Service Provider within the meaning of the applicable Data Privacy Laws.
- 2.2 Compliance with Data Privacy Laws. Vendor shall comply with all applicable Data Privacy Laws when performing the Services and Processing Personal Information under the Agreement and this DPA. Vendor will promptly inform David’s Bridal if it determines that it can no longer meet its obligations under the Data Privacy Laws or this DPA. Vendor has no reason to believe that any laws or regulations applicable to it will prevent it from fulfilling its obligations under this DPA. In the event of a change in any such applicable law or regulation which is likely to have a substantial adverse effect on the guarantees provided by Vendor in the Agreement or this DPA, Vendor will immediately notify David’s Bridal of the change, in which case David’s Bridal shall be entitled to suspend or terminate the Agreement without any penalty or fee or any further obligations to Vendor.
- 2.3 Restrictions on Use of Personal Data.
 - 2.3.1. Vendor shall not Sell or Share Personal Information (as and to the extent such terms are defined in applicable Data Privacy Laws);
 - 2.3.2. Vendor shall not Process Personal Information for its own Commercial Purposes other than as required to perform its obligations under the Agreement;
 - 2.3.3. Vendor shall not retain, use, or disclose Personal Information for any purpose other than for the specific business purposes provided in the Agreement or this DPA;

- 2.3.4. Vendor shall not retain, use, or disclose Personal Information outside of Vendor's direct relationship with David's Bridal;
- 2.3.5. Vendor shall not combine the Personal Information it receives from David's Bridal with information that it receives from, or on behalf of, another person or persons or that Vendor collects from its own consumer interactions; and
- 2.3.6. Vendor will only Process Personal Information to the minimum extent necessary to perform its obligations under the Agreement or this DPA.
- 2.4. Instructions. Vendor shall only Process Personal Information in accordance with David's Bridal's documented instructions and as specified in **Appendix A**. Vendor will promptly inform David's Bridal if it becomes aware that the Processing David's Bridal requested, in its reasonable opinion, infringes any obligations under the Data Privacy Laws.
- 2.5. Remediation. David's Bridal may take such reasonable steps as are necessary: (i) to stop and remediate Vendor's unauthorized use of Personal Information, and (ii) to ensure that Personal Information is used in accordance with the terms of this DPA and the Agreement.
- 2.6. Deidentified Information. Unless expressly permitted in the Agreement, Vendor and its Personnel are prohibited from creating de-identified or aggregated Personal Information and using such Personal Information for Vendor's or any third party's purposes.
- 2.7. Deletion of Personal Information. At the termination or expiration of the Agreement, Vendor shall promptly provide all Personal Information in Vendor's and its Personnel's possession or control to David's Bridal at no additional charge, in any format requested by David's Bridal so long as such format is a standard and secure format. Vendor shall then permanently delete all Personal Information in its possession or control, including all copies thereof. Such deletion must occur no later than 60 days from the termination or expiration of the Agreement, or if applicable, from the delivery of such Personal Information to David's Bridal at the termination or expiration of the Agreement.

3. Personnel

- 3.1. Confidentiality. Vendor shall enter into written confidentiality agreements with its Personnel engaged in the Processing of Personal Information as set forth in the Agreement and this DPA.
- 3.2. Limitation of Access. Vendor has industry standard access controls and will limit access to the Personal Information provided pursuant to the Agreement to only the Personnel needed to perform the Services.
- 3.3. Training. Vendor shall provide training regarding the Data Privacy Laws to Personnel Processing Personal Information on at least an annual basis.
- 3.4. Liability. Vendor is responsible for its Personnel and will be liable to David's Bridal if its Personnel violate the terms of this DPA or applicable Data Privacy Laws to the same extent as if Vendor had caused such breach or violation.

4. Sub-Processors

- 4.1 Engagement. Vendor may not retain Sub-processors in connection with the provision of the Services, without the prior written consent of David's Bridal.
- 4.2 Sub-Processor Obligations. Vendor shall enter into a written agreement with each Sub-processor that contains data protection obligations no less protective than those in the Agreement and this DPA.
- 4.3 Liability. Vendor shall be responsible for any breach of the obligations set forth in this DPA and any violation of any the applicable Data Privacy Laws by a Sub-processor to the same extent as if Vendor had caused such breach or violation.

5. Data Subject Rights Requests.

- 5.1 Notification. Vendor shall promptly, in no more than 3 business days, notify David's Bridal of any Data Subject Rights Request Vendor receives regarding any Personal Information it Processes pursuant to the Agreement and this DPA.
- 5.2 Assistance. David's Bridal will have sole control over any response to a Data Subject Rights Request, including the timing, method and content. Vendor will not respond directly to a Data Subject Rights Request unless expressly required to do so by applicable law. Vendor shall comply with any request made by David's Bridal relating to Personal Information (e.g., Vendor shall delete Personal Information if and when requested by David's Bridal). If requested, Vendor shall assist David's Bridal in responding to Data Subject Rights Requests by providing any information necessary for David's Bridal to respond to such request as required under the Data Privacy Laws.

6. Cooperation and Audit Rights.

- 6.1 Supervisory Authorities. Vendor shall inform David's Bridal without undue delay of requests, audits, subpoenas, or other inquiries by a Supervisory Authority or any other governmental agency in relation to the Personal Information or Processing of the Personal Information. Without limiting anything set forth in the Agreement or this DPA, Vendor shall cooperate with any audit, review, investigation, or other activity undertaken by an applicable Supervisory Authority or other governmental agency pertaining or otherwise related to the Processing of Personal Information under this DPA.
- 6.2 Data Protection Impact Assessments. Vendor will provide David's Bridal with reasonable assistance and cooperation in completing any data protection impact assessments or similar assessments required by applicable Data Privacy Laws.
- 6.3 David's Bridal's Audit Rights. At least once per calendar year, or at any time after a Security Incident, Vendor shall permit David's Bridal to monitor Vendor's compliance with the requirements under this DPA and the Data Privacy Laws.

7. Data Security Protections

- 7.1 Security Measures. Vendor will develop, implement and maintain a written comprehensive data privacy program that contains administrative, technical, and physical safeguards, policies and procedures consistent with the highest industry standards and applicable Data Privacy Laws ("**Security Program**"). The Security

Program must, at a minimum include: (i) limits on access to Personal Information; (ii) security for all systems, including without limitation, business facilities, data centers, paper files, servers, back-up systems and computing equipment, including all mobile devices and other equipment with information storage capability; (iii) implementing network, device, application, database and platform security; (iv) securing information transmission, storage and disposal; (v) implementing authentication and access controls within media, applications, operating systems and equipment; (vi) pseudonymization and encryption of Personal Information at rest and in transit; (vii) pseudonymization and encryption of Personal Information transmitted over public or wireless networks; (viii) conducting penetration testing and vulnerability scans to then-current NIST standards and promptly implementing, at Vendor's sole cost and expense, a corrective action plan to correct the issues that are reported as a result of the testing; (ix) implementing appropriate personnel security and integrity procedures and practices, including conducting background checks consistent with applicable law; (x) ensuring the ability to restore the availability and access to Personal Information in a timely manner in the event of a physical or technical incident; and (xi) establishing a process for regularly auditing, testing, assessing and evaluating the effectiveness of the technical and organizational measures for ensuring the security of the Processing.

8. Security Incident

8.1 Notice and Notifications. In the event that Vendor becomes aware of a Security Incident which impacts Personal Information, Vendor shall promptly communicate the nature of the Security Incident to David's Bridal, including a description of the Security Incident. If David's Bridal is required to notify individuals impacted by a Security Incident, or governmental authorities of a Security Incident, Vendor will assist David's Bridal such notifications. David's Bridal shall have sole control over the timing, content, and method of providing notification to the impacted individuals and governmental authorities.

8.2 Remedies. For any Security Incident resulting from the acts or omissions of Vendor, its Personnel, or its Sub-processors, in addition to any other remedies available to David's Bridal in law or in equity, Vendor shall take any corrective actions necessary to remedy the Security Incident and reimburse David's Bridal for its out-of-pocket costs and expenses relating to the Security Incident.

9. **Insurance.** In addition to any insurance obligations set forth in the Agreement, Vendor will maintain in full force and effect during the term of the Agreement cybersecurity insurance (including coverage for privacy breaches, systems breach, denial or loss of service, introduction, implantation or spread of malicious software code, and unauthorized access to or use of computer systems) with a minimum limit of Five Million Dollars (\$5,000,000) per occurrence and Five Million Dollars (\$5,000,000) in the aggregate.

10. Miscellaneous

10.1 DPA Term and Survival. This DPA shall be effective as of the DPA Effective Date and shall continue in full force and effect until the expiration or earlier termination of the Agreement (the "**DPA Term**"). The provisions of this DPA which by their nature are intended to survive the expiration or earlier termination of this DPA shall continue as valid and enforceable obligations of the Parties notwithstanding any such termination

or expiration. Without limitation, the provisions regarding confidentiality, compliance with the Data Privacy Laws, and restrictions on the Processing of Personal Information shall survive the expiration or earlier termination of this DPA.

- 10.2 Entire Agreement. This DPA constitutes the entire agreement between the parties with regard to the subject matter herein and supersede all prior or contemporaneous negotiations, discussions, understandings or agreements between the parties related to the subject matter described herein. In the event of conflict between this DPA and the Agreement, this DPA shall control. All other terms and conditions of the Agreement not modified by this DPA shall remain in full force in effect in accordance with its terms. Notwithstanding the foregoing, any exclusions of damages or caps on liability in the Agreement do not apply to Vendor's breach of this DPA or a Security Incident caused by Vendor's or its Personnel's acts or omissions.
- 10.3 Counterparts. This DPA may be executed and delivered by facsimile or electronic signature and in two or more counterparts, each of which will be deemed an original, but all of which together will constitute the same instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this DPA as of the Effective Date.

<p>David's Bridal, Inc.</p> <p>By: _____</p> <p>Name: Scott Richter_____</p> <p>Title: VP, Controller_____</p> <p>Date: _____</p>	<p>[VENDOR]</p> <p>By: _____</p> <p>Name:_____</p> <p>Title: _____</p> <p>Date: _____</p>
---	--

APPENDIX A – DETAILS OF PROCESSING

1. The Nature and Purpose for Processing the Personal Information:

[Please complete]

2. Categories of Data Subjects whose Personal Information is Processed: (For example, customers, employees, job applicants, business contacts, etc.)

[Please complete]

3. Categories of Personal Information Processed:

Identification and contact data (e.g., name, address, title, contact details), employment details (e.g., job title, role, manager), and/or IT information (e.g., entitlements, IP addresses, usage data, cookies data, and geolocation).

4. Sensitive Data Processed (if applicable):

5. Duration of the Processing