

Data Processing Agreement

Standard Terms for Customers of Leafcloud B.V.

Last updated: January 2026

1. Introduction

This Data Processing Agreement ("DPA") forms part of the agreement between Leafcloud B.V. ("Leafcloud", "we", "us") and the customer ("Customer", "you") for the provision of cloud infrastructure services ("Services").

This DPA sets out the terms under which Leafcloud will process personal data on behalf of the Customer in compliance with the General Data Protection Regulation (EU) 2016/679 ("GDPR") and applicable data protection laws.

By using our Services, you agree to this DPA. This DPA automatically applies to all Customers and is incorporated by reference into your service agreement with Leafcloud. Customers requiring additional or custom terms may request a bespoke agreement.

2. Definitions

Terms used in this DPA have the meanings given to them in the GDPR. Additionally:

"Controller" means The natural or legal person which determines the purposes and means of the processing of personal data. Under this DPA, the Customer acts as Controller.

"Processor" means The natural or legal person which processes personal data on behalf of the Controller. Under this DPA, Leafcloud acts as Processor.

"Personal Data" means Any information relating to an identified or identifiable natural person, as defined in Article 4(1) GDPR.

"Processing" means Any operation performed on personal data, as defined in Article 4(2) GDPR.

"Data Subject" means An identified or identifiable natural person whose personal data is processed.

"Personal Data Breach" means A breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, personal data.

"Sub-processor" means Any processor engaged by Leafcloud to process personal data on behalf of the Customer.

"Services" means The cloud infrastructure services provided by Leafcloud to the Customer, including compute, storage, and networking services.

3. Roles and Scope of Processing

3.1 Roles

The Customer is the Controller of any personal data processed using the Services. Leafcloud is the Processor, processing personal data solely on behalf of and under the instructions of the Customer.

3.2 Scope of Processing

Leafcloud provides cloud infrastructure on which Customers may store and process data. The nature, purpose, and duration of processing, as well as the types of personal data and categories of data subjects, are determined by the Customer based on their use of the Services.

Leafcloud does not access, control, or make decisions about Customer data except as strictly necessary to provide the Services or as instructed by the Customer.

3.3 Customer Responsibilities

The Customer is responsible for:

- Ensuring a lawful basis exists for processing personal data using the Services;
- Providing any required notices and obtaining any required consents from data subjects;
- Ensuring that personal data provided to Leafcloud is accurate, complete, and lawfully collected;
- Implementing appropriate access controls and security measures within their use of the Services;
- Complying with all applicable data protection laws in relation to their use of the Services.

4. Leafcloud's Obligations as Processor

4.1 Processing Instructions

Leafcloud shall process personal data only on documented instructions from the Customer, including with regard to transfers of personal data, unless required to do so by Union or Member State law to which Leafcloud is subject. In such a case, Leafcloud shall inform the Customer of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest.

The Customer's instructions are documented in this DPA and the service agreement. Additional instructions may be provided in writing and must be consistent with the Services.

4.2 Confidentiality

Leafcloud shall ensure that persons authorised to process personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality. Access to personal data is limited to personnel who require such access to perform the Services.

4.3 Security

Leafcloud shall implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk, as required by Article 32 GDPR. These measures are detailed in Section 5 of this DPA.

4.4 Notification of Infringement

Leafcloud shall immediately inform the Customer if, in Leafcloud's opinion, an instruction infringes the GDPR or other Union or Member State data protection provisions.

5. Security Measures

5.1 Certifications

Leafcloud maintains the following certifications and reports as evidence of our security posture:

- **ISO/IEC 27001:2022** — Information Security Management System certification, independently audited annually;
- **SOC 2 Type II** — Available upon request under NDA, covering security, availability, and confidentiality.

5.2 Technical and Organisational Measures

Leafcloud implements comprehensive security measures in accordance with our ISO 27001 certified Information Security Management System. These include:

- **Encryption:** Data encrypted in transit (TLS 1.2+); block storage volumes encrypted at rest by default;
- **Access Control:** Role-based access, multi-factor authentication, privileged access management;
- **Network Security:** Firewalls, intrusion detection, DDoS protection, network segmentation;
- **Physical Security:** Access controls, surveillance, and environmental controls at all facilities;
- **Resilience:** Redundant systems, backup procedures, disaster recovery capabilities;
- **Monitoring:** Continuous security monitoring, logging, and alerting;
- **Vulnerability Management:** Regular security assessments and patch management;
- **Personnel:** Background checks, security training, and confidentiality agreements.

Full details of our technical and organisational measures are documented in our ISO 27001 Statement of Applicability, available upon request.

6. Sub-processors

6.1 Sub-processors

Leafcloud operates its own core cloud infrastructure within the European Union. **Leafcloud does not use sub-processors for the processing of Customer data within its core cloud infrastructure services** (compute, storage, and networking).

6.2 Authorisation for Sub-processors

The Customer provides general authorisation for Leafcloud to engage sub-processors, subject to the requirements of this Section 6.

6.3 Notification of Changes

Before engaging a new sub-processor for core infrastructure services, Leafcloud shall notify Customers by email at least 30 days before the new sub-processor begins processing personal data.

6.4 Objection Right

If the Customer has a legitimate objection to a new sub-processor based on data protection grounds, the Customer may notify Leafcloud in writing within 14 days of receiving notice. The parties shall discuss the objection in good faith. If the objection cannot be resolved, the Customer may terminate the affected Services without penalty.

6.5 Sub-processor Obligations

Where Leafcloud engages a sub-processor, Leafcloud shall ensure that the sub-processor is bound by a written contract imposing data protection obligations equivalent to those in this DPA. Leafcloud remains fully liable to the Customer for the performance of the sub-processor's obligations.

7. International Data Transfers

7.1 EU-Based Infrastructure

Leafcloud's infrastructure is located exclusively within the European Union (the Netherlands). All processing of Customer personal data takes place within the EU/EEA.

7.2 No Third-Country Transfers

Leafcloud does not transfer personal data to countries outside the European Economic Area unless explicitly instructed to do so by the Customer or required by law. Where such transfers are instructed, Leafcloud shall ensure appropriate safeguards are in place in accordance with Chapter V GDPR.

7.3 Customer-Initiated Transfers

Where the Customer uses the Services to transfer personal data to third countries, the Customer is responsible for ensuring such transfers comply with applicable data protection law, including implementing appropriate transfer mechanisms.

8. Data Subject Requests

8.1 Notification

If Leafcloud receives a request from a data subject regarding their personal data, Leafcloud shall promptly notify the Customer and shall not respond to the request directly unless authorised to do so by the Customer or required by law.

8.2 Assistance

Taking into account the nature of the processing, Leafcloud shall assist the Customer by appropriate technical and organisational measures, insofar as this is possible, in fulfilling the Customer's obligations to respond to requests for exercising data subject rights under Chapter III GDPR.

As Leafcloud provides infrastructure services, the Customer typically has direct access to their data and can respond to data subject requests without Leafcloud's assistance.

9. Personal Data Breach Notification

9.1 Notification

Leafcloud shall notify the Customer without undue delay after becoming aware of a personal data breach affecting Customer data. Notification shall be made to the Customer's designated security contact or, if none is designated, to the primary account contact.

9.2 Content of Notification

The notification shall include, to the extent known:

- A description of the nature of the breach, including the categories and approximate number of data subjects and records concerned;
- The name and contact details of Leafcloud's point of contact for further information;

- The likely consequences of the breach;
- Measures taken or proposed to address the breach and mitigate its effects.

Where information is not immediately available, it shall be provided in phases without undue further delay.

9.3 Assistance

Leafcloud shall cooperate with and assist the Customer in relation to the Customer's obligations under Articles 33 and 34 GDPR regarding breach notification to supervisory authorities and communication to data subjects.

10. Audits and Compliance

10.1 Demonstration of Compliance

Leafcloud shall make available to the Customer all information necessary to demonstrate compliance with the obligations laid down in Article 28 GDPR. This includes:

- ISO 27001 certificate and Statement of Applicability;
- SOC 2 Type II report (under NDA);
- This DPA and any supplementary documentation;
- Responses to reasonable security questionnaires.

10.2 Audit Rights

Leafcloud shall allow for and contribute to audits, including inspections, conducted by the Customer or an independent auditor mandated by the Customer. Such audits shall be subject to:

- Reasonable advance written notice (minimum 30 days, except in case of breach);
- Conducted during normal business hours with minimal disruption;
- The auditor entering into appropriate confidentiality undertakings;
- Reasonable scope limitations to protect Leafcloud's confidential information and other customers' data.

The Customer may exercise audit rights no more than once per year unless a personal data breach has occurred or a supervisory authority requires an audit.

11. Data Deletion and Return

11.1 During the Service Term

The Customer may access, export, and delete their data at any time during the term of the Services using the functionality provided.

11.2 Upon Termination

Upon termination or expiry of the Services, and upon the Customer's written request made within 30 days of termination, Leafcloud shall return or delete all personal data in its possession, at the Customer's choice, and delete existing copies unless Union or Member State law requires storage of the data.

If no request is received within 30 days, Leafcloud shall delete all Customer data, including any backups, within 90 days of termination.

11.3 Certification

Upon request, Leafcloud shall provide written certification that personal data has been deleted in accordance with this Section.

12. Additional Assistance

Taking into account the nature of processing and the information available to Leafcloud, Leafcloud shall assist the Customer in ensuring compliance with:

- Security obligations under Article 32 GDPR;
- Data protection impact assessments under Article 35 GDPR, where required;
- Prior consultation with supervisory authorities under Article 36 GDPR, where required.

Leafcloud may charge reasonable fees for assistance beyond what is required under this DPA or that requires significant resources.

13. Term and Termination

This DPA shall remain in effect for the duration of Leafcloud's provision of Services to the Customer. The obligations under this DPA shall survive termination to the extent necessary for Leafcloud to complete deletion of personal data or as required by law.

14. Liability

Liability under this DPA is subject to the limitations and exclusions set out in the Customer's service agreement with Leafcloud. Nothing in this DPA limits either party's liability for breaches of applicable data protection law to the extent such limitation is not permitted by law.

15. Governing Law and Jurisdiction

This DPA shall be governed by and construed in accordance with the laws of the Netherlands, without regard to its conflict of laws provisions. Any disputes arising out of or in connection with this DPA shall be submitted to the exclusive jurisdiction of the courts of Amsterdam, the Netherlands.

16. Updates to this DPA

Leafcloud may update this DPA from time to time to reflect changes in law, regulatory guidance, or our practices. Material changes will be communicated to Customers via email or through our website. The current version of this DPA is always available at <https://leaf.cloud/security/>.

17. Contact Information

For questions about this DPA or to exercise any rights under it, please contact:

Leafcloud B.V.
Overhoeksplein 2

1031 KS Amsterdam
The Netherlands

Email: hello@leaf.cloud
Website: www.leaf.cloud

This document constitutes the standard Data Processing Agreement of Leafcloud B.V. and applies automatically to all customers. No signature is required.