

DOME MARKETPLACE PROCEDURES

This DOME Marketplace Procedures provides information about the requirements for potential Cloud Service Providers for publishing offerings on the Marketplace and develops several points of the Marketplace Terms and Conditions for Cloud Service Providers.

The Marketplace Procedures and the information referred to in hyperlinks herein are an integral part of the Marketplace Terms and Conditions and must be interpreted together with said Marketplace Terms and Conditions, as if they were one single document.

In the event that an inconsistency or contradiction between the Marketplace Terms and Conditions and the Marketplace Procedures arises, and if the said inconsistency or contradiction cannot be solved by way of interpretation of the documents, then the Marketplace Terms and Conditions shall prevail.

Definitions

Cloud Customer, means the entities visiting and browsing the Marketplace's catalogue of Offerings.

Cloud Service Provider or CSP, means a company or entity that lists any of its own cloud and/or edge computing services in the Marketplace.

Consortium, means the entities which are a party to the consortium agreement set for carrying out the DOME Project (Project full title: A Distributed Open Marketplace for Europe Cloud and Edge Services; Contract No. 101084071; Strategic Objective: DIGITAL-2021-CLOUD-AI-01-DS-MARKETPLACE-CLOUD). The entities which are members of the Consortium may change from time to time.

Digital Certificate, means an electronic attestation that links electronic seal validation data to a legal person and confirms the name of that person.

eIDAS Regulation, means the Regulation (EU) No 910/2014 of the European parliament and of the Council of 23 July 2014 on electronic identification and trust services for electronic transactions in the internal market and repealing Directive 1999/93/EC.

Intellectual Property Rights, means any right in patents, utility models, designs (registered or unregistered), copyrights, trademarks and rights in information and trade secrets, and applications for the grant of any such rights, wherever in the world arising.

Marketplace, means the digital business platform provisionally operated by the Consortium, governed by the Marketplace Terms and Conditions for Cloud Service Providers of which this Marketplace Procedures forms an integral part.

Offerings, means the cloud and/or edge computing services that a CSP publishes on the Marketplace at any time.

Operator, means the LEAR and the individuals designated by the LEAR to fulfil the actions needed for operating the account of a CSP on its behalf.

Verifiable credential, means a tamper-evident credential that has authorship that can be cryptographically verified.

Description of the onboarding process

A CSP can onboard the Marketplace through the onboarding process that comprises the following steps:

1. Request for creation of a CSP account.
2. A provisional CSP account is created.
3. Fill in the Company information form -in Latin characters- and the billing information form.
4. The following documentation must be submitted by emailing it to onboarding@dome-marketplace.org:
 - a. A certificate of incorporation displaying the complete name of the company, its date of incorporation and the address of the registered office. This certificate must not be older than three (3) months before the date the potential CSP is submitting its application to onboard.
 - b. A VAT certificate issued by the competent authority in the country of registration. This certificate must not be older than three (3) months before the date the potential CSP is submitting its application to onboard.
 - c. A certified copy of the power of attorney or that other document evidencing the source of the power of representation of the legal representative acting on behalf of the potential CSP.
 - d. The Bank account certificate form completed and signed, in Latin characters.
 - e. The Appointment of the Legal Entity Appointed Representative (LEAR) form completed and signed.
 - f. The signed Declaration of Honor form completed and signed.
 - g. A sworn translation into English of any document not submitted in English or Spanish.
5. If CSP company has a Digital Certificate in the sense of the eIDAS Regulation, then the document 4.c above is not needed.
6. After the documentation set in 3 and 4 above has been reviewed (the review process may take more than five business days) the potential CSP will receive a notification either:

- a. Notifying that the documentation is correct and complete; or
 - b. Notifying that there is an error, mistake or information missing, giving a fourteen (14) days term for completing/correcting the documentation. The new information will be reviewed as well. In the event that the errors or mistakes are not corrected, or the missing documents are not provided in a satisfactory way within the fourteen (14) days term, the onboarding request of the potential CSP will be declined.
7. If the verification process is successful:
 - a. The provisional account is consolidated into an operating CSP account; and
 - b. the Marketplace will generate a Verifiable Credential for the LEAR of the CSP.
8. The LEAR can delegate some of the functions or faculties in the Marketplace to other individuals (instructions for that are available [here](#)), to whom the Marketplace will generate verifiable credentials that allow them to operate from the CSP account on behalf of the CSP.

Notwithstanding the foregoing, the Marketplace reserves its right to refuse to onboard a potential CSP at its own discretion without needing to provide any further explanation or grounds to the potential CSP whatsoever.

Operation of your CSP account

The CSP account is operated by the LEAR and/or any other people designated by the LEAR of the CSP.

The Marketplace generates a Verifiable Credential for all the Operators designated by a CSP.

All acts or omissions performed by the Operators of the CSP account are attributed to the CSP and cannot be repudiated.

The CSP is responsible for ensuring that the persons designated as Operators of its account are people of its confidence and that have the right profile, skills, knowledge and level of responsibility within the CSP's organisation to perform the tasks they are entrusted with in their capacity of Operators.

The Verifiable Credentials generated by the Marketplace to the Operators are personal and non-transferable. The CSP must instruct and ensure that the Operators do not share their credentials with anyone.

Assessment of Offerings criteria

The Offerings published on the Marketplace must comply with the minimum requirements that may be set by the Marketplace at any time.

These criteria may change from time to time. The CSP is responsible for verifying any such changes and ensure that the appropriate actions are taken concerning the Offerings to adapt them.

The Marketplace assesses the Offerings against those minimum requirements. To that end, the CSP must share information about the Offerings with the marketplace, including any relevant certification it may have that is relevant to the Offering.

Those Offerings that successfully pass the assessment process will be marked by the Marketplace as compliant. This will let the Cloud Customers know that the Offering matches the minimum requirements.

If, as a result of the assessment conducted by the Consortium an Offering does not meet the minimum requirements the Offering shall be listed in the Marketplace indicating which certifications apply to the considered Offering.

Any confidential information submitted by the CSP in the assessment process shall be kept confidential. Only the result of the assessment is made public on the Marketplace.

The assessment of the Offerings is conducted recurrently, at least on an annual basis.

The CSP must notify to the Marketplace by means of (1) an email sent to offerings@dome-marketplace.eu by an Operator of the CSP account any change or update to the Offerings it makes that may affect the assessment made. Upon the receipt of such notice, the relevant Offering shall be reassessed against the minimum requirements and the qualification of the Offering may be modified.

The assessment services are provided for free, but the Consortium reserves the right to start charging fees for such services by means of an amendment to this DOME Marketplace Procedures and/or the Marketplace Terms and Conditions for Cloud Service Providers.

It is of the essence that any and all Offerings a CSP lists on the Marketplace must be actively maintained and provide support to the customers that contract such Offerings.

Description of Offerings

The CSP is responsible for the description of its Offerings. Such descriptions must comply with all the following criteria:

- They must clearly identify the legal entity with whom the Cloud Customers would contract in the event they purchase the Offering.
- The description must provide an accurate and faithful description of the Offering. Misleading titles or statements are forbidden and may entail the taking down of the Offering without any notice and any liability to the CSP. The categories into which the Offering is included must be relevant for the Offering and have a clear link with the functionality and the value proposition of the Offering.
- The description must prominently display that the CSP will be the contracting counterpart of the Cloud Customer who finally decides to purchase the Offering.
- The description of any Offering must include a technical features section, where any requirements, specific needs of additional services, devices

-including IoT devices- or technologies or licences needed for correctly deploying or using the described Offering must be conspicuously set forth, so that the prospective Cloud Customers can have a complete understanding of the financial and technical implications of purchasing the Offering.

- The description must clearly state which are the limitations, exceptions or conditions to the functionalities that may affect the Offering.
- The description of your Offerings must include clear information about the essential terms and conditions under which the Offering is made available to the Cloud Customer. At a minimum, the description of the Offering must include information about the pricing, terms of service offered, the support and maintenance services provided to Cloud Customers who purchase the Offering, general information of the support services, time needed for deploying the Offering once it is contracted.
- The description must include a clear indication of the company who will be providing the services included in the Offering.
- The description must provide a general overview of the personal data, if any, that the Offering will use, the purposes of such uses, and the data processing activities that will be carried out.
- The description must not use any comparative marketing technique, or competitors' logos, trademarks, names, etc. including in metadata or keywords used in the description.
- The description must be provided in English only.
- The description must include at least a link to the following information:
 - Terms and conditions applicable to the contracting of the Offering.
 - The privacy policy applicable to the Offering.
 - Relevant technical documentation enabling the potential customer to use or deploy the Offering when it is contracted or an explanation of how the deployment will be carried out.

The CSP is responsible for the security of those links, and shall take upon itself the full liability for security events occurring through or facilitated by those links, either vis-à-vis the Consortium and the Cloud Customers.

- The description must include any information that must be provided in accordance with any compulsory law or regulation, either of a European Union member state or from the European Union. The CSP is responsible vis-à-vis the Consortium and the Cloud Customers for the completeness of the compulsory information to be provided in a specific Offering.

The CSP is responsible for the content of the description and for complying with the criteria above.

Without precluding any other course of action, if the description of the Offerings does not fulfil the criteria above, the Consortium reserves the right not to publish a given

Offering or to give instructions to the CSP for amending the description so that it complies with the said criteria.

The mere tolerance by the Consortium or the fact that the Consortium does not request the CSP to modify the description does not imply that the description is correct and compliant.

Acceptable use policy of the DOMe Marketplace

When using the Marketplace the CSP must:

- Notify the Consortium, at the earliest occasion possible, of any actual or suspected security breach or event or known vulnerability concerning your Marketplace software and/or Offerings.
- Refrain from sending unsolicited commercial communications, promotions, etc. and more generally, spam.
- Refrain from and prevent others, to the extent possible, conducting any illegal or fraudulent activity through the Marketplace or through any content -including Offerings- or review uploaded on the Marketplace.
- Refrain from harming or threatening any third party.
- Refrain from harassing any third party.
- Refrain from publishing offensive or abusive content.
- Refrain from using the Marketplace for performing any illegal activity, including, but not limited to, the theft or corruption of data, damaging information systems, devices, altering software.
- Refrain from supporting or promoting terrorism, violence or any other activity aiming at causing harm.
- Refrain from transmitting, storing, displaying, sharing any illegal content or information, such as, but not limited to sexual abuse, minors abuse or exploitation.
- Refrain from posting reviews on its own Offerings, or post reviews of other CSP Offerings that are not based on an actual use of the reviewed Offering and that are balanced, neutral, honest and made in good faith.

Without precluding any other course of action, the Consortium reserves the right to remove any content and/or stop any activity that infringes this acceptable use policy without needing to send any prior notice to the CSP.

Amendment of T&C and Marketplace Procedures

Notwithstanding anything to the contrary in the Marketplace Terms and Conditions for Cloud Service Providers, changes to the members of the Consortium shall not be notified to the CSP. The CSP is therefore expected to regularly check the list of the members of the Consortium at any time. In the event the CSP does not want to have its Offerings displayed in the Marketplace because of changes in the partners of the

Consortium, then the CSP can decide to terminate the contract with the Consortium by serving a written notice to legal.helpdesk@dome-marketplace.org identifying the specific change in the partners of the Consortium that motivates its decision.

Such termination notice will be effective five (5) business days after its receipt.

Management of complaints

If the CSP has any complaint concerning the decisions of the Consortium concerning the content, qualification of Offerings, tanking down of contents, etc. posted by the CSP, or about the contents, reviews or behaviour of other users of the Marketplace (be them other CSPs or Cloud Customers), such complaints must be sent to legal.helpdesk@dome-marketplace.org.

Any complaint sent to the Marketplace must refer, at least:

- Identify the CSP filing the complaint.
- A clear description of the facts or decisions which are the subject matter of the complaint and provide its relations to specific paragraphs of the Terms of DOMÉ Marketplace Use.
- Identify the parties involved or affected by the complaint.
- The grounds of the complaint.
- Provide any additional documentation that is relevant for the appraisal of the complaint.
- Contact information of the person within the CSP that is going to manage the complaint.

When managing the complaint, the Consortium may need to share information about the complaint with third parties in order to process it in due form.

Intellectual Property Rights infringement

The CSP represents and warrants to the Consortium, that it has the full capacity and authorisation to list the relevant Offering on the Marketplace through its Marketplace account and to use any content, picture, data, work, etc. (hereinafter, referred to as contents) used in the description of the Offerings and that the Offerings do not infringe any third-party Intellectual Property Rights.

The CSP shall indemnify and hold the Consortium harmless from and against any claims from third parties alleging that one or several Offerings listed, or contents used by the CSP infringes Intellectual Property Rights of the third party.

Management of Intellectual Property Rights infringement claims

When an Intellectual Property Rights infringement claim is filed with the Marketplace, the Consortium will promptly notify the affected CSP of such claim, and the CSP shall be responsible for managing the claim.

Notwithstanding the foregoing, the Consortium may decide to take down, at its own discretion and at any time, any Offering or content that is the subject of and

Intellectual Property Claim, without having to first notify the CSP nor being liable to the CSP for the taking down of the affected Offering and/or content whatsoever.