

MARKETPLACE CONTRACT FOR CLOUD SERVICE PROVIDERS

V01.4 - December 2024

Preamble

The DOME Project is a European Union-funded 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) that aims at the creation, deployment and operation of an EU online marketplace for cloud and edge services and that should be the single point of access for trusted services, notably European cloud and edge services, building blocks deployed under the Common Services Platform developed under the Digital Europe Programme and more generally any software and data processing services developed under EU programmes such as the Digital Europe Programme, Horizon 2020 or Horizon Europe.

Such an EU online marketplace is set to exclusively display services that comply with EU rules and requirements.

The DOME Project is currently in its implementation phase which is carried out by the DOME Consortium members. In this context, the Consortium members are launching a first version of the Marketplace (hereinafter, the Marketplace) where providers of EU law-compliant cloud and edge services can upload their offerings to enhance their visibility in the market.

The initial operations of the Marketplace are launched for free, meaning that, essentially, no charges shall be invoiced by the Consortium for the services provided by the Marketplace and that no warranties whatsoever are granted to any user of the Marketplace, but that Your feedback about the Marketplace itself and your experience is expected. However, at a later stage of the exploitation of the Marketplace, the services provided to the users of the Marketplace will be subject to charges.

It is also expected that the commercial operation of the Marketplace will, at a later stage, be taken over by an entity validated by the European Commission and designated by the Consortium. This entity (hereinafter, the Operator) may be assigned this Contract.

This document outlines the terms and conditions under which You may access and use the Marketplace for publishing your cloud and edge services offerings (Your Services) or if you are a Marketplace operator to connect your own cloud and edge services catalogue to the Marketplace catalogue.

Terms and Conditions

1. Parties

You enter into this contract with the DOME Project Consortium Partners which are listed in the Marketplace. You acknowledge and accept that some of the Consortium Partners may

change from time to time. Changes to the list of Consortium Partners, if any, shall be promptly notified to You in writing.

This Contract is signed by Engineering - Ingegneria Informatica S.p.a. in its capacity as project Coordinator, for and on behalf of all the Consortium Partners.

You hereby represent and warrant that the person signing on your behalf is vested with all the legal powers of representation so as to legally bind your entity.

2. Subject matter

The subject matter of this Contract is the provision, by the Consortium partners, of the Marketplace services to You -a Cloud Service Provider or CSP-, free of charge, for a limited term, to enable You to test the Marketplace and to generate contacts with potential customers of Your cloud and edge services listed in the Marketplace (hereinafter, Your Offerings).

3. Marketplace Services

Through the Marketplace and the distributed data layer, You will have access to all the needed features to publish the products/services description and to search and browse the centralised catalogue. This includes the validation of the compliance with the EU regulations pertaining to cloud services and standards included in the Marketplace checks, a self service platform, the access to the platform knowledge base and the inclusion of all the certified products in the centralised marketing activities.

At this stage, the Marketplace does not enable the potential customers to contract Your Offerings directly through the Marketplace yet. Such contracting, if any, should be dealt outside the Marketplace. The Marketplace is anyway allowing the capability for the potential customers of Your Offerings to directly get in touch with You to start the business discussion. Those functionalities will be later on integrated with the capability to perform online procurement including billing, payment, invoicing and centralised business reporting.

4. Onboarding Process

To offer Your Offerings on the Marketplace, you must be a legal entity incorporated in the European Union, registered and in good standing under the laws of Your jurisdiction. You must also have a registered and operational user account with the Marketplace.

For publishing Your Offerings in the Marketplace you may need to perform some technical work. You acknowledge that you will bear all the costs linked to the technical work needed for your Offerings's publication.

The publishing of Your Offerings also comprises several checks relating to the compliance of your Offerings with the [Marketplace Procedures](#) which encompasses, among other things, relevant EU law and security frameworks. Under this Contract, these checks shall be performed at no cost for You as a part of the Services. However, this may change in the future.

If your Offerings do not meet the minimum requirements set in the [Marketplace Procedures](#) such Offerings shall be published in the Marketplace with a mark stating that the compliance has not been verified or that the Offering is non-compliant. Furthermore, if it is discovered after onboarding that your Offerings no longer meet the minimum requirement set in the

Marketplace Procedures, such Offerings will be publicly displayed in the Marketplace as non-compliant with the framework of reference.

5. Term of the Contract and termination

This Contract enters into force on the date You confirm in writing Your acceptance of these Terms and Conditions by signing the Contract, after that you have been invited by the Consortium to sign the Contract subsequent to the documentation verification process you submitted during the company onboarding process explained [here](#).

The initial term of this Contract is of three (3) months, and will be automatically renewed on a monthly basis, unless otherwise notified by either You or the Consortium in writing.

You may terminate this Contract at any time without any reason or cause through a written notice to the following email address: legal.helpdesk@dome-marketplace.org. Similarly, the Consortium may decide to terminate this Contract at any time, without any reason or cause, by sending a 30-day prior written notice to You.

6. Acceptable use policy

By virtue of this Contract, You are entitled to the Marketplace services, provided that You and/or Your Offerings do not abuse the services, use the Marketplace to perpetrate illegal actions, propagate, store, or display whatsoever illegal content, infringe third party intellectual property rights (including patents, copyrights, designs or trademarks), or cause harm to or harass others. Without precluding the generality of the foregoing, a more specific acceptable use policy is described in the Marketplace Procedures.

You must also faithfully describe your Offerings in the Marketplace, providing an accurate and precise description (i.e., not misleading in any respect). It is strictly forbidden to make direct comparisons to Offerings from competitors, or to post reviews of Your Offerings or those of third parties. Any unfair commercial practice is strictly forbidden.

If any non-compliant activity is detected in your account, the Consortium may block and suspend your account to stop and mitigate the negative effects of the non-compliant activity.

Additionally, if You or any of Your Offerings do not comply with the acceptable use policy, the Consortium will be entitled to take down Your Offerings from the Marketplace and/or to terminate this Contract.

You will be duly informed of the reasons and grounds of any such decisions.

To the maximum extent allowed under the applicable law, the Consortium shall not be held liable before any CSP for any liability arising out of or in connection with the infringement of the Acceptable Use Policy by any CSP or third party. The CSP, To the maximum extent allowed under the applicable law, expressly waives any right it may have to file a claim (whichever its form) against the Consortium for any damage (whichever its nature may be) that it may suffer as a result of the infringement of the acceptable use policy by another CSP or any third party.

7. Management of complaints

If You had any complaint against any decision made by the Consortium relating to Your use of services or concerning Your Offerings or for whatever reason, including alleged misbehaviour of other users of the Marketplace or denouncing illegal content, You can file a complaint and challenge such decision through a notice to legal.helpdesk@dome-marketplace.org indicating in the subject line the reference number of the decision You are challenging or otherwise the Offering to which Your complaint is related to.

The complaint shall be managed free of any charge, and the Consortium will provide You complete information on the management of Your complaint and the decisions made concerning Your complaint along with the grounds and reasons for such decisions.

8. Feedback

The Marketplace ecosystem is built around the needs of all the participants, we need Your feedback to improve the Marketplace quality.

To this end, You agree to cooperate with the Consortium in the enhancement of the services provided through the Marketplace, including but not limited to, better understanding the value generated by the Marketplace for You, identifying value streams, functionalities needed, prospective related services, enhancing the user experience, setting pricings, exploitation models, etc. (hereinafter, the Feedback) in good faith and in a timely manner.

For this, You agree to designate appropriate members of Your personnel that may be contacted by the Consortium for interviews and/or completing surveys aiming at collecting meaningful Feedback from You.

You hereby grant a worldwide, perpetual, irrevocable, royalty-free, assignable licence on any and all Intellectual Property rights and rights on information that may arise or may cover or protect any item of Your Feedback, to the Consortium for using, modifying, sublicensing, publicly displaying, reproducing the Feedback in any way the Consortium may deem appropriate, or for conducting any other form of exploitation of the Feedback.

9. Warranties and liability

The services provided by the Consortium under this Contract are provided “as is” and “as available”. Therefore, to the maximum extent permitted under the applicable law any warranties of any kind, express or implied, such as but not limited to, performance, uninterrupted or error-free access, quality, merchantability, fitness for a particular purpose, title, etc. are hereby disclaimed. In the event a warranty cannot validly be disclaimed under the applicable law, it will apply only to the minimum extent and coverage granted under such law.

The overall aggregate liability of the Consortium for any and all damages arising out of this Contract shall be limited to fifty (50) euro. You agree that this is Your sole and Exclusive remedy for any breach of the Contract by the Consortium. The Consortium's liability for indirect damages, loss of profit, loss of income, loss of opportunity, loss or damage to data or information or any other damages other than direct damages arising out of the breach of this Contract by the Consortium is hereby excluded.

10. Amendments to the Contract

In the event the Consortium decides to amend the terms and conditions of this Contract and/or the Marketplace Procedures at any time, You will be notified at least one (1) month in advance of the date the amendment is intended to start to apply. Along with that notice, the terms and conditions of the amendment will be made available to You so you can review the proposed modifications.

Should You not agree to the amendment, you can freely opt out by sending a written notice to legal.helpdesk@dome-marketplace.org at least five (5) days before the entry into force of the amendment.

In the event You opt out of the amendment this Contract shall automatically terminate on the date the amendment enters into force, and your Offerings will no longer be visible in the Marketplace and you will not be entitled to receive the Marketplace services anymore.

11. Your non-personal data and information

The data and information You uploaded to the Marketplace or that was generated by Your use of the Marketplace will remain available to You for retrieval for a three (3) week period after the termination of the Contract.

The Consortium may use any non-personal data and information generated by Your use of the Marketplace for the purpose of enhancing the Marketplace functionalities, services, understanding the market needs, analysing the Marketplace users' habits and needs, etc.

12. Personal data

The Personal Data shall be processed by the Consortium in accordance with the terms of the Marketplace Privacy Policy which is incorporated to this document by this reference.

13. Contact information and notices

The contact information You provided during the registering process in the Marketplace is the address that will be used as the main means of contact between You and the Consortium. You accept that any notice sent through those communication channels will have full legal effect between You and the Consortium.

14. Assignment of the Contract

As already mentioned in the Preamble to this Contract, when the DOME Operator is finally appointed, the Consortium may assign this Contract to the DOME Operator. To this end, the Consortium will send You an, a written notice informing you of the intended assignment at least fifteen (15) days before the effective date of the assignment.

If You do not wish this Contract to be assigned to the DOME Operator, then You must notify such decision to the Consortium in writing at least five (5) days before the effective day of the assignment. In such a case, the Contract will be automatically terminated on the effective date of the assignment.

15. Governing law and jurisdiction

This Contract is governed by and will be construed pursuant to the Belgian law. Any dispute arising out of or in connection with this Contract shall be submitted to the exclusive jurisdiction of the courts of Brussels (Belgium).

In witness whereof, the parties sign this Contract on the date set forth at the headings.

Signed:

For and on behalf of the Cloud Service Provider	For and on behalf of the DOME Project Consortium
Signed: <i>[insert name and surname]</i> <i>[insert complete company name of the CSP]</i>	Signed: <i>[insert name and surname]</i> Engineering - Ingegneria informatica S.P.A.