General Terms and Conditions (GTC) of the eDelivery SML Services

Version [1.30]

Status [Final]

Date: 21/11/2022

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Summary of Changes:

Version	Date	Created by	Short Description of Changes
0.01	14/10/2020	Caroline AEBY	Creation of the document
0.02	19/10/2020	Caroline AEBY	First review
0.03	19/10/2020	Caroline AEBY	Maximum number of participants a domain can put in the SML
0.04	22/10/2020	Denes VARSZEGI	Maintenance rules and review
0.05	21/01/2020	Caroline AEBY	Input Bogdan added
0.06	25/01/2021	Denes VARSZEGI	Review
0.07	28/01/2021	Bogdan DUMITRIU	Review changes
0.08	17/02/2021	Vlad VEDUTA Marcio SAMPAIO Joze RIHTARSIC	Input and comments
0.09	23/02/2021	Caroline AEBY	Version with concatenated feedback from reviewers
0.10	24/02/2021	Bogdan DUMITRIU	Final review
0.11	09/03/2021	Joze RIHTARSIC	Second review
0.12	16/03/2021	Caroline AEBY	Update link to guidance on digital certificates + remove line on reading data privacy statement
0.13	19/03/2021	Bogdan DUMITRIU	Updated links
0.14	26/03/2021	Bogdan DUMITRIU	Added information on disaster recovery
1.00	26/03/2021	Caroline AEBY	Final version
1.10	03/10/2022	Caroline AEBY	No more CEF
1.20	25/10/2022	Caroline AEBY	Added Changes to users' GTC + link to privacy statement for SML service
1.30	17/11/2022	Caroline AEBY	Max number of participants in SML is 100K

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1. INTRODUCTION

In its capacity as Solution Provider of the eDelivery Building Block of the Digital Europe Facility, DIGIT makes available an SML service[1] to the European Union institutions, bodies and agencies, other European Union (EU) and European Economic Area (EEA) public administrations and private organisations. The eDelivery SML service for a given domain that deploys the components of eDelivery is established by one of the aforementioned actors who thus becomes the SML Domain Owner. The SML Domain Owner can then authorise Service Metadata Publishers (SMPs) operated by third-party SMP Owners to manage (i.e., consult, add, modify, delete) SML entries under the domain. The records published by the SML service via the Internet DNS system are publicly usable.

This document sets out the terms and conditions under which the eDelivery SML Service is offered to the SML Domain Owner.

It has to be noted that this document is a non-binding agreement made in good faith, which is not legally enforceable against the European Commission, and which creates no new binding legal obligations on the European Commission. Any references to duties or obligations within this document should therefore be understood as a good faith statement of intent only, without any obligation of result or legal recourse in case of breaches of such duties or obligations.

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[1] The Service Metadata Locator (SML) is the key component that enables dynamic discovery of participants in message exchange networks.

2. ROLES AND RESPONSIBILITIES

The eDelivery SML Service involves the following types of users with the following responsibilities:

2.1. SML Domain Owner

Role: Operates the (sub)domain in the eDelivery Service Metadata Locator (SML)

Responsibilities:

- Requests the service and provides the necessary information for the registration, planning and execution of the service.

- Authorises SMPs to operate in their domain by approving the requests to join the domain submitted by SMP Owners after having checked:
    - The requestor's identity using a separate channel;
    - Compliance of the PKI certificate provided by the SMP Owner any applicable domain rules;
    - Any further aspects relevant to authorisation.

- Defines the PKI authentication model applicable for their domain:
    - For certificate-based domain authorisation, the SML Domain Owner
        - Provides to DIGIT D3 the individual certificates (with the chain) to be used to authenticate SMPs authorised to operate in the domain.
    - For issuer-based domain authorisation, the SML Domain Owner
        - Provides to DIGIT D3 the certificate of the (intermediate or root) CA to be used to authenticate SMPs authorised to operate in the domain and optionally rules of certificate compliance (implementable subject to the configuration capabilities of the BDMSL authentication feature);
        - Uses the private key matching the provided CA certificate to issue certificates to authorised SMPs and instructs them to use the certificates for authenticating with the SML service;
        - Ensures to use CRL-based revocation, since OCSP is not supported.

- Defines and takes all the necessary actions to ensure the good functioning of their domain.

- Is solely responsible for the SMP Owners operating in their domain and the data they publish (including, but not limited to, ensuring compliance with EU data protection legislation). Any sharing or transfer of responsibility between the SML Domain Owner and the SMP Owner must be arranged between the two parties.

- Ensures that SMP Owners are informed of and follow the responsibilities defined in section §2.3-SMP Owner.

- Makes sure that DIGIT D3 can contact them (i.e., provides a monitored email address to DIGIT D3 and informs the latter in case of changes) regarding notifications or issues related to their domain and accepts that DIGIT D3 is entitled to unilateral action with regard to the domain and/or the data therein in case the SML Domain Owner is unresponsive.

- Informs SMP Owners whenever the communication sent by DIGIT D3 concerns them.

2.2. DIGIT D3

Role: Provides the eDelivery Service Metadata Locator (SML) service

Responsibilities:

- Operates the required software to provide the SML service, ensures quality of the service, including security and performance.

- Manages the availability and monitors the capacity of the SML services.

- Act as the single point of contact to the SML Domain Owner regarding issues with the SML service.

- Provides technical support for the SML service (e.g., for connecting SMPs).

- Performs all technical operations required to create and maintain the SML (sub)domains.

2.3. SMP Owner

Role: Uses the eDelivery Service Metadata Locator (SML) service under authorisation from SML Domain Owner

Responsibilities:

- Operates and maintains the SMP instance.

- Obtains approval from SML Domain Owner to operate in their domain.

- Obtains from the SML Domain Owner (in case of issuer-based domain authorisation) or from a trusted Certification Authority (in case of certificate-based domain authorisation) a certificate for authenticating their SMP that is compliant to the domain policy and the document Digital certificates used in eDelivery[2].

- Registers and maintains the SMP in the SML (sub)domain.

- Registers and maintains the participants in the SML (sub)domain, in compliance with §5-Data Protection.

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[2] https://ec.europa.eu/digital-building-blocks/wikis/display/DIGITAL/Guidance+on+Digital+Certificates

3. RIGHTS AND OBLIGATIONS OF THE SML DOMAIN OWNER

> ⚠ The SML Domain Owner is informed that, while availability *targets* are defined for the SML Service, no formal guarantees are provided with regard to its availability. By agreeing to this document, the SML Domain Owner understands that it is fully responsible for the impact of a prolonged unavailability of the service. In exceptional disaster situations the duration of the interruption can be longer than one week.

The SML Domain Owner has the following obligations:

- When authorising SMP Owners, perform all the checks described in §2.1-SML Domain Owner and confirm that they fulfil all the conditions required to be authorised to operate in the domain.

- Ensure (including vis-à-vis the SML Owners it authorises to operate in their domain) that no personal data is published in the SML service.

- Maintain up-to-date contact information of the SMP Owners authorised to operate in their domain.

- Inform the SMP Owners that they need to be reachable by the SML Domain Owner so that the latter can relay all relevant communication concerning them that it may receive from DIGIT D3 (e.g., in case of policy changes, technical issues, important notifications, planned maintenance, etc.).

- Inform the SMP Owners of their obligation to register and maintain the participants in the SML (sub)domain in compliance with §5-Data Protection.

- Promptly inform DIGIT D3 in case an SMP certificate needs to be removed from the authorised list (for certificate-based domain authorisation) orrevoke the concerned certificate using a CRL mechanism (for issuer-based domain authorisation).

- Organise and carry out a yearly review of SMPs authorised to operate in their domain and confirm that the list is up to date.

- Promptly inform DIGIT D3 of any change in its own contact information.

- Monitor the communication channel (e.g., email) it provided to DIGIT D3 to ensure effective reception of and reaction to all relevant communication concerning the SML service (e.g., in case of policy changes, technical issues, important notifications, planned maintenance, etc.).

- Provide first-line support to the SMP Owners for policy-related and technical matters.

- Respect deadlines in case of maintenance obligations.

The SML Domain Owner has the following rights:

- Benefit from and use the SML service under the terms and conditions set out in this document.

- Add or remove SMPs authorised to operate in the domain.

- Be informed of events concerning the SML service (e.g., policy changes, technical issues, important notifications, planned maintenance, etc.).

- Request technical support from DIGIT D3 for all matters concerning the SML service.

- Request from DIGIT D3 a list containing the full set of records in their own domain.

4. RIGHTS AND OBLIGATIONS OF DIGIT D3

DIGIT D3 has the following obligations:

- Operate the SML service under the agreed parameters (please consult the document eDelivery SML Service level arrangement[3] for details). It is noted that, while availability *targets* are defined in the Service level arrangement, no formal guarantees are provided with regard to its availability. It cannot be excluded that, in case of disaster, the service is unavailable for a period of time even longer than one week.

- Provide technical support for all matters concerning the SML service.

- In case of certificate-based domain authorisation, promptly implement changes to the list of SMPs authorised to operate in the domain at the request of the SML Domain Owner, during routine maintenance or in case of security incidents.

- Send timely communication concerning the SML service (e.g., policy changes, technical issues, important notifications, planned maintenance, etc.).

- Provide the list containing the full set of records in the domain at the request of the SML Domain Owner.

DIGIT D3 has the following rights:

- Refuse requests to provide the full set of records in the domain from parties other than the SML Domain Owner.

- Take unilateral action with regard to the domain, the data therein and/or the SMPs authorised to operate in the domain in case the SML Domain Owner is unresponsive or in case of security incidents or vulnerabilities.

- In case of security incidents or vulnerabilities or in case of severe breach of this GTC (in particular with respect to data protection), unilaterally disable or delete SMP and/or participant records from SML and DNS.

- Block the upload of further participants once the maximum number of participants defined in §6-Limitation of use is reached.

- Remove or disable participants in excess of the maximum number of participants defined in §6-Limitation of use.

- In order to guarantee the Quality of Service for all its users, take any necessary technical measures to limit the excessive use of resources by any one domain.

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[3] https://ec.europa.eu/digital-building-blocks/wikis/display/DIGITAL/SML+service

5. DATA PROTECTION

DIGIT D3 does not require any personal data to operate the SML service. In particular,

- participant data uploaded in the SML service is published in the Internet DNS system (publicly available). SML Domain Owners and SMP Owners are therefore prohibited to publish any personal data as part of the records they upload.

- certificates used to authenticate SMPs are not published in the Internet DNS system, but they should equally not contain any personal data.

Should any data protection concerns be brought to the attention of DIGIT D3, the latter shall assist the SML Domain Owner to fulfil their obligations pursuant to Articles 32-36 of the GDPR to:

- ensure compliance with its data protection obligations regarding the security of the processing and the confidentiality of electronic communications;

- notify a personal data breach to the Supervisory authority;

- communicate a personal data breach without undue delay to the data subject where applicable;

- carry out data protection impact assessments and prior consultations as necessary.

Link to the privacy statement can be downloaded here: https://ec.europa.eu/digital-building-blocks/wikis/download/attachments/484311563/eDelivery_Privacy_Statement.pdf?version=2&modificationDate=1665675001489&api=v2.

6. LIMITATION OF USE

The SML service provided by the eDelivery building block is provided to assist projects in their early stages (piloting and early, non-critical production) and not to support long-term operations or provide mission-critical infrastructure. As such, the European Commission cannot be held liable for any negative impact the service unavailability, deterioration or malfunction may cause to the SML Domain Owner or to other participants in the domain. The service is provided on a best effort basis, with support available only during Commission business hours (please consult the document eDelivery SML Service level arrangement[4] for details).

The SML (sub)domain is allowed to contain a maximum of one hundred thousand participants. Once this limit is reached, addition of further participants will be disabled for all SMPs operating in the domain (or, alternatively, excess participants will be removed on a regular basis). A domain requiring more than one hundred thousand participants will have to relocate to a different service or a self-hosted SML instance.

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[4] https://ec.europa.eu/digital-building-blocks/wikis/display/DIGITAL/SML+service

7. MAINTENANCE RULES

DIGIT D3 will carry out the following maintenance tasks:

- Clean-up of unused SML subdomains:

At least on a yearly basis, or ad-hoc in case of substantial changes, DIGIT D3 will invite the SML Domain Owner, using the last communication channel (e.g., email) that the latter communicated to DIGIT D3, to agree to an updated version of this document and thus confirm its interest to continue using the service. If the SML Domain Owner refuses to agree or does not respond, DIGIT D3 will proceed to the deletion of the subdomain 30 calendar days after the confirmation deadline passed.

- Clean-up of unused SMPs:

If an SMP does not make any web service calls – either to manage participants or to request renewal (currently a planned future feature) – to the SML service at least once a year, the SMP will be marked as expired and will be blocked from accessing the service. DIGIT D3 will regularly transmit to the SML Domain Owner, using the last communication channel (e.g., email) that the latter communicated to DIGIT D3, the list of expired SMPs in their domain. Any SMP that is not confirmed as required by the SML Domain Owner, or all SMPs in the list in case no response is received, will be deleted by DIGIT D3 along with their associated participants, 30 calendar days after the confirmation deadline passed.

8. CHANGES OF THE GENERAL TERMS AND CONDITIONS

The European Commission reserves the right to change these General Terms and Conditions under which it is providing the service. The SML domain owner will be notified of any such future changes 30 days in advance of their entry into force. In case the SML domain owner disagrees with the updated General Terms and Conditions, it must notify its choice to stop using the service by email to EC-EDELIVERY-SUPPORT@ec.europa.eu before the expiration of the 30 days. In this case, DIGIT will revoke all certificates issued for the SML domain. Conversely, an absence of a reaction from the SML domain owner during the 30 days shall be understood as agreement to the new General Terms and Conditions, which enter into force at the end of the 30 days

9. CONTACT INFORMATION

eDelivery Support Team

By email: EC-EDELIVERY-SUPPORT@ec.europa.eu

Support Service: 8am to 6pm (Normal EC working days)