

Contracts and Service Level Agreements

Template agreements, Terms and Service Level Agreements for various custom features

- Service Level Agreements
 - Taric Service – Service Level Agreement (SLA)

Service Level Agreements

Various Service Level Agreements per custom feature

Taric Service – Service Level Agreement (SLA)

1. Scope of the Taric Service

The Taric Service is an optional feature within the BzCtrl. platform that provides Customers with access to tariff measures based on Taric (commodity) codes selected by the Customer.

The Service retrieves tariff-related data made available by the Dutch Customs authorities via an external API and makes such data available:

- within the BzCtrl. application environment; and/or
- to the Customer's systems via agreed integrations or interfaces.

2. Nature of the Data and Disclaimer

2.1 Third-Party Data Source

The Taric Service is fully dependent on data provided by the Dutch Customs authorities. Sway-it does not create, modify, interpret, validate, or enrich this data.

2.2 No Warranty

All data is provided on an “as-is” basis. Sway-it makes no representations or warranties regarding:

- Accuracy
- Completeness
- Correctness
- Timeliness

of the tariff data.

2.3 Legal Precedence

Applicable laws, regulations, and official publications remain leading at all times. The Customer is solely responsible for verifying tariff information against official sources before use in operational or compliance processes.

2.4 Limitation of Responsibility

Sway-it shall not be liable for any damages resulting from:

- reliance on Taric Service data
- incorrect, incomplete, or outdated tariff measures
- missing data

3. Customer Responsibilities

3.1 Selection of Taric Codes

The Customer is solely responsible for:

- selecting and maintaining relevant Taric codes
- ensuring such codes remain correct and up to date

3.2 Scope Limitation of the Service

The Taric Service:

- only retrieves tariff measures for Taric codes explicitly provided by the Customer
- does not identify, suggest, or update Taric codes
- does not notify Customers of obsolete, inactive, or newly introduced codes

3.3 Validation Obligation

The Customer remains fully responsible for:

- validating tariff measures
- determining applicability
- ensuring regulatory compliance

3.4 Backup Responsibility

The Customer shall ensure appropriate backup or fallback mechanisms are in place using the most recent successful data retrieval. In the event of a failed data run, the Customer is responsible for maintaining continuity of operations.

4. Data Update Frequency

4.1 Scheduled Updates

Tariff data is retrieved once per day through a scheduled nightly batch process.

4.2 No Real-Time Processing

The Service is intentionally not designed as a real-time data feed. This approach is implemented to:

- support stable operational processes
- avoid disruptions caused by continuous or real-time changes

4.3 Implications

The Customer acknowledges that:

- tariff data may change during the day
- updates will only be reflected after the next scheduled nightly run

5. Availability and Monitoring

5.1 Monitoring

Sway-it will use reasonable efforts to monitor the successful execution of the nightly data retrieval process.

5.2 External Dependencies

The Taric Service depends on external systems, including but not limited to:

- Dutch Customs data services
- third-party infrastructure
- network connectivity

Sway-it does not guarantee uninterrupted availability of these external dependencies.

6. Incident Management and Support

6.1 Response Times

- Target response time: within 2 hours during business hours
- Maximum response time: within 48 hours

6.2 Scope of Support

Support includes:

- investigation of failed data runs
- restoration of technical functionality within the Service
- issue resolution within the BzCtrl. environment

Support explicitly excludes:

- validation or correction of tariff data

- legal, customs, or regulatory advice

7. Acceptance Environment

7.1 Purpose

The Taric Service includes access to an Acceptance (testing) environment for testing and validation purposes.

7.2 Shared Environment

The Acceptance environment is used for multiple purposes, including development, testing, and deployments.

7.3 Availability

Sway-it does not guarantee continuous availability of the Acceptance environment. Temporary unavailability may occur due to:

- deployments
- maintenance
- other operational activities

8. Service Limitations

The Taric Service:

- does not provide real-time tariff updates
- does not validate legal or regulatory compliance
- does not maintain or manage Taric code sets
- does not replace official customs systems or legal sources

9. Changes to this SLA

Sway-it reserves the right to modify this SLA in accordance with the applicable Terms of Service. Continued use of the Taric Service constitutes acceptance of any updated version.