

CredEntry

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APPENDIX C: WARRANTY INCLUSIONS AND EXCLUSIONS DIGITAL WALLET PROJECT

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Details of Warranty Inclusions and Exclusions

1. Solution and Deliverables Warranty

CredEntry warrants that the Solution and Deliverables will be developed and delivered in accordance with the agreed specifications and acceptance criteria, using generally accepted industry practices. The Solution will be materially free from defects in design, workmanship, and operation at the time of delivery and during the warranty period. CredEntry will promptly correct any reproducible defects identified within the warranty period at no additional cost.

2. Third-Party Products

Where third-party products or platforms are supplied (e.g., Azure, Apple Wallet, Google Wallet), CredEntry will pass through the benefit of any third-party warranties to the Customer. Interoperability with such third-party products will be on a reasonable endeavours basis, subject to the continued availability and support of those third-party services.

3. Intellectual Property

CredEntry warrants that, to the best of its knowledge and belief, the Solution and Deliverables do not infringe the intellectual property rights of any third party. CredEntry will disclose any known third-party IP components used and ensure appropriate licences are in place. In the event of a substantiated IP infringement claim, CredEntry will use commercially reasonable efforts to:

- obtain the right for the Customer to continue using the Deliverables, or
- replace or modify the Deliverables to be non-infringing, while maintaining equivalent functionality.

4. Moral Rights Waivers

CredEntry will ensure that all personnel engaged in developing the Deliverables grant the necessary rights or consents to enable the Customer to use the Deliverables for their intended purpose.

5. Manufacturer's Warranties

CredEntry will pass through the benefit of any manufacturer's warranties to the Customer. Where such warranties are less than 12 months, CredEntry will provide a 12-month warranty on the Deliverables, limited to repair, replacement, or re-supply of the affected item.

6. Liability and Exclusions

CredEntry's aggregate liability under this Agreement (whether in contract, tort, or otherwise) will not exceed the greater of:

- 12 months of fees paid under the contract, or
- the amount recoverable under CredEntry's insurance.

This limitation does not apply to liability arising from:

- death or personal injury caused by negligence, or
- fraud or wilful misconduct.

7. Independent Testing

CredEntry will cooperate with the Customer's reasonable requests for security and penetration testing of the Solution. Where such independent testing is requested, the parties will agree in advance on scope, timing, and cost allocation on a fair and reasonable basis.