

## APPENDIX III: c. Acceptance, Acceptance, test procedures (standard terms) – type 1

1. *Acceptance Testing dates:* Acceptance Testing will be conducted incrementally, prior to start of using the system, as each part of the system functionality is delivered. The dates for Acceptance testing are documented in the approved Project Plan defined in a PID (Appendix IIIa). Changes to the Acceptance test time, will have to be mutually accepted by both parties and documented.
2. *Defect:* Defects are defined in Our Service Level Agreement (SLA) which forms a part of Our standard licence agreement. Defects are categorized into different Severity Levels depending on the effect they have.
3. *Our test:* Prior to Acceptance Testing, We will conduct Our own tests and make relevant corrections.
4. *Acceptance testing:* according to the Project plan in the relevant PID (Appendix III a), You will perform Acceptance Tests, to test the entire System and whether the System materially conforms to the Agreement.
5. *Testing time:* After a delivery is made available for testing by Us, You will have 5 days to perform tests and send a Testing Report, notifying of Defects, if any. If no notification is sent within that time, the delivery shall be deemed accepted.
6. *Testing process:* Within the Testing time You will handle the testing and notify any defect
  1. If the System, when used on the Designated Equipment, fails to conform to the Acceptance Criteria, or does not contain an agreed functionality, You shall notify Us in writing of all such Defects, by the means of a Testing Report, within the Testing time.
  2. In case the correction of such Defect is necessary to continue the testing activities of a certain User Story, We will correct the Defect as soon as possible and the testing activities for that particular User Story will be suspended until such correction has been completed.
  3. Defects with an agreed Severity Level 1 or 2 will prevent Acceptance of a delivered functionality, unless specifically accepted by both parties. The occurrence of Defects with Severity Level 3, 4, or 5, will not prevent Acceptance. Defects with Severity Level 1 and 2 will be remedied and successfully re-tested as soon as possible, and no later than 10 days after We have received the Testing Report. Defects with Severity Level 3 and 4 will be remedied in accordance with the project timeline and the SLAs (which form a part of Our standard licence agreement)
  4. Your failure to notify Us in writing of any known Defect within 5 days after the last day of the Acceptance Testing Time shall be deemed to constitute Acceptance of the System and its functionality as delivered.
  5. In case new Defects are detected or corrections result in new Defects, such new Defects will follow the same process as described above.
7. Change requests and suggestions for implementations that are different to the ones in the Agreement or addressed during workshops, shall be agreed on in a change-order, and will be handled separately and will not be a cause for non-acceptance.

*Your Acceptance:* After Acceptance test has been concluded, the System (requirements) is accepted, other than licensing and subscription for usage, and when we have informed you that the system is installed on the hosting platform as defined in Appendix V, You have accepted the System as a whole and it is considered delivered by Us. If you start use of the System, it is considered Accepted.

Defects identified after Acceptance are handled in accordance with standard SLA's.