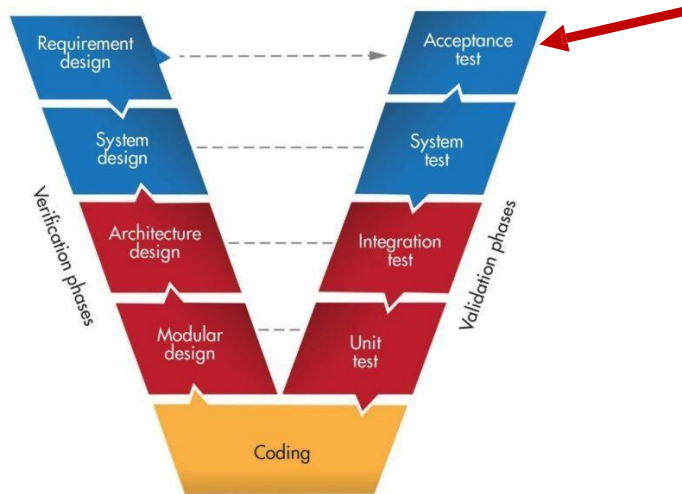


1. OVERVIEW

Where acceptance testing sits within the phases of a project:



2. ACCEPTANCE CRITERIA

- 2.1. The parties shall agree a list of business processes to be tested together with criteria that each process must achieve, which are designed to evidence that the relevant Software complies in all material respects with the Specification (“**Acceptance Criteria**”).
- 2.2. Unless set out in the applicable Order Form, the Acceptance Criteria shall be discussed and agreed between the parties in a timely fashion acting reasonably and in good faith following execution of the relevant Order Form.

3. DESIGN OF THE ACCEPTANCE TESTS

- 3.1. Zeus shall, in collaboration with the Customer, devise tests designed to evaluate compliance of the Software with each of the Acceptance Criteria, in respect of each delivery of Software in accordance with the Software Specification (“**Acceptance Tests**”).
- 3.2. Zeus shall make the same available to the Customer together with appropriate supporting information to enable the Customer to determine whether or not the Acceptance Tests are appropriate.
- 3.3. Should the Customer reasonably require any changes to be made to the Acceptance Tests, it shall notify Zeus promptly and, in any event, within 5 days of receipt of the details of the proposed Acceptance Tests.

4. TEST DATA

- 4.1. The Customer shall prepare the test data necessary for the Acceptance Tests to be undertaken (“**Test Data**”) and supply the same to Zeus ahead of the scheduled performance of the Acceptance Tests.
- 4.2. The Customer shall be solely responsible to ensure that the Test Data is capable of enabling the Acceptance Tests to be correctly performed.

5. PERFORMANCE OF THE ACCEPTANCE TESTS

- 5.1. Following the agreed contractual milestone, the Acceptance Tests shall be carried out using the Test Data and the results shall be recorded and shared between the parties.
- 5.2. Unless agreed to the contrary between the parties (and save in respect of any user acceptance tests (“**UAT**”)), the Acceptance Tests shall be performed by Zeus.
- 5.3. Any Acceptance Tests undertaken by the Customer, or its nominated third party, must be undertaken by appropriately skilled and trained personnel of the Customer. Personnel performing UAT must include proposed users of the software.
- 5.4. The party carrying out the Acceptance Tests shall give the other party at least 24 hours' notice of the start of the Acceptance Tests and permit the other party to observe all or any part of the testing.
- 5.5. Should the software pass acceptance tests then the Customer must sign a “**Certificate of Acceptance**”.

- 5.6. If the Software fails to pass the Acceptance Tests:
- 5.6.1. performed by Zeus; or
 - 5.6.2. performed by the Customer, the Customer shall, within five (5) working days from the completion of the Acceptance Tests, or any part of these tests, provide a written notice to this effect, giving details of such failure(s) and Zeus shall remedy the defects and deficiencies and the relevant test(s) shall be repeated within a reasonable time.
- 5.7. Should the Software fail to pass the Acceptance Tests again, the process shall be repeated (subject to paragraph 5.8 below).
- 5.8. If the System fails in some material respect to pass any repeated Acceptance Tests within twelve weeks from the date of its first submission to the Acceptance Tests, then the Customer may, by written notice to the Supplier, choose at its sole discretion:
- 5.8.1. to fix a new date for carrying out further tests on the System on the same terms and conditions. If the System fails such further tests then the Customer may request a repeat test under this paragraph 5; or
 - 5.8.2. to accept the System subject to such change of the Acceptance Criteria, amendment of the Specification and/or reduction in the Price as, after taking into account all the relevant circumstances, is reasonable; or
 - 5.8.3. if the Supplier is unable to correct material defects within a period of six months from the commencement of Acceptance Tests, to reject the Software as not being in conformity with the Contract, in which event the Customer may terminate the Contract.

6. ACCEPTANCE

- 6.1. Acceptance of the Software shall be deemed to have occurred on whichever is the earliest of:
- 6.1.1. the signing by the Customer of a Certificate of Acceptance for the relevant Software;
 - 6.1.2. the expiry of 5 working days after the completion of all the Acceptance Tests, unless the Customer has given any written notice under clause 5.6;
 - 6.1.3. the expiry of 10 working days after the installation of the relevant Software if the Acceptance Tests to be performed by the Customer have not started, or have not been pursued with due diligence, unless such failure results from Zeus' failure to co-operate in the performance of the Acceptance Tests; or
 - 6.1.4. the use of the Software by the Customer in the normal course of its business.

7. ACCESS

- 7.1. It is advised that access to the client system should be removed/disabled once the final piece of work is completed. The customer Certificate of Acceptance includes a statement to ensure this action is completed.

CERTIFICATE OF ACCEPTANCE

Client	
Project	
Functional business requirement being tested	
Zeus Tester	
Zeus Signoff	
<p>Client Declaration:</p> <p>I hereby declare that I have accepted the work completed for me by Zeus Tech Solutions Ltd as outlined on the works order reference <<Works order reference>> and that it is inline with the specifications as agreed. In absence of a maintenance agreement, I accept that any future maintenance or repairs that may arise would be chargeable.</p> <p>System Access:</p> <p>If this is the final piece of work completed please remove/disable access with immediate effect.</p>	
Client Tester / Approver	
Client Signature	
Date	