

In order to access and use **Tickmark Audit Software** you must submit required data and follow provided access guidelines. By submitting the company data in provided forms and clicking “I accept Terms & Conditions” **you are entering into a legally binding Agreement** with Lumbrela (**LUMBRELA Ltd.**, a company incorporated under the laws of Croatia, having its registered office at Jelacicev trg 7, Rijeka, Croatia, registered with the Court Register of the Commercial Court in Rijeka under registration number (MBS): 040268774, personal identification number (OIB): 05915994915). *(Should you, following the registration, receive notification that Lumbrela cooperates with an agent/local service provider on your market, it is considered that the Service is provided jointly by Lumbrela and an agent/local service provider and that additional clauses in T & C referencing agent/local service provider apply (in italic)).*

Tickmark Audit Software is intended for business users only. By accepting these T & C you confirm that you have proper authorizations within your organization to enter into legally binding Agreement on behalf of the organization, i.e. the Customer. You may contact us directly for any further information <https://www.tickmark-software.com/contact/>.

Please read these T&C carefully, as they contain information concerning your legal rights and limitations on these rights, as well as a section regarding applicable law and jurisdiction of disputes.

TERMS & CONDITIONS for using Tickmark Audit Software

DEFINITIONS AND INTERPRETATION

For the purposes of this Agreement, the following terms shall have the meaning as defined herein:

“Audit working paper templates” shall mean template documents which support the audit process in which all audit evidence obtained during the audit of financial statements can be recorded, distributed *via* the Software Solution”.

“AWS” shall mean Amazon Web Services, Inc;

“AWS Terms and Conditions” shall include AWS Customer Agreement and AWS Service Terms as may be amended, novated and/or restated from time to time by AWS;

“Customer” shall mean business organization which entered into legally binding Agreement for Service with Lumbrela (*and agent/local service provider*);

“Customer Content” shall mean any data sent, generated, uploaded or stored by the Customer on a cloud hosted by AWS, using the Software Solution.

“Data Allowance” shall mean the amount of data available to the Customer within the AWS Cloud;

“Free Trial” – shall mean access to and use of Software Solution free of charge for a limited period of 14 (fourteen) days following the acceptance of these T & C;

“Software Solution” – shall mean Tickmark Audit Software as described in Section 1.

“Service” – shall mean download, access to and use of Software Solution as described in Sections 1 and 2 and Support as described in Section 7.

“Technical Specifications” - shall mean the technical specifications of the Software Solution, attached as Schedule I.

“User” – means each individual employee of the Customer or its authorised agents, subcontractors or service providers who use Tickmark Audit Software;

Section 1 – INTRODUCTION

Tickmark Audit Software is a cloud-based audit management software solution that allows optimisation of the audit work by supporting the project team’s work which is achieved through tailored audit procedures, plans, checklists, review procedures, archiving rules, and other activities relevant to the audit process, that may be used in accordance with the International Standards of Auditing (ISA) or other auditing standards.

Section 2 – FREE TRIAL

2.1. Customer may access to and use Free Trial of the Software Solution by creating an account for the Service with Lumbrela. The account is created by Lumbrela, following Customer submitting username and password and accepting these T & C. Following acceptance of T & C, Lumbrela e-mails the link for application retrieval and installation together with User’s username and password. Upon link activation, the web page opens up in Customer's default web browser.

2.2. Each User within the Customer is granted a separate account with username and password. Request for a separate User account is made using Tickmark Audit Software interface. Lumbrela grants access to each separate User account by e-mailing link for application retrieval and installation together with User’s username and password. All steps required are described in the User manual available within Software Solution.

2.3. Service is provided as a Free Trial, without Audit working paper templates, for a limited period of 14 (fourteen) days, following the acceptance of these T & C.

Section 3 - PAID SERVICE

3.1. If the Customers continues to use the Service following the expiration of a Free trial, or after starting a Fee trial requests Audit working paper templates within Software Solution interface the Service is charged as per applicable <https://www.tickmark-software.com/pricing/> available on Tickmark Software web page (<https://www.tickmark-software.com/>).

3.2. The Customer may choose from two different Service packages - with or without Audit working paper templates within Software Solution interface. Service package (with or without Audit working paper templates) is provided with 1 GB of storage per User (Data allowance). Additional Data allowance is charged as per the applicable <https://www.tickmark-software.com/pricing/>. Current data allowance is visible within Tickmark Statistics.

3.3. Lumbrela reserves the right to modify the applicable Price list, with prior notification to the Customer (through web on <https://www.tickmark-software.com/> or by e-mail). Unless the Customer

cancels the Service, as per Section 11 below, prior to the applicable Price list going into effect it is considered that the Customer accepted the changes made to the Price list.

Section 4 - SERVICE FEE AND PAYMENTS

4.1. The Service fee is invoiced biannually, in arrears, on 01/07 and 31/12 of each calendar year, for each month for the duration of the Agreement as specified in the applicable Price list. Except for the initial Service fee that is invoiced as advance payment, for the first six months upfront as per applicable Price list. Monthly fee is charged for each month for the duration of the Agreement, regardless of the date the parties entered into the Agreement.

For markets where Lumbrela cooperates with an agent/local service provider in providing the Service, the Service fee is invoiced by an agent/local service provider biannually, in arrears, on 01/07 and 31/12 of each calendar year, for each month for the duration of the Agreement as specified in the applicable Price list. Monthly fee is charged for each month for the duration of the Agreement, regardless of the date the parties entered into the Agreement.

4.2. The Service fee is charged after Free trial expiration.

4.3. The Service fee is invoiced in the applicable currency (n EUR for European customers, in USD for customers outside Europe). All invoiced amounts are due and payable by Customer within fifteen (15) days after the invoice date.

The Service fee is invoiced in the applicable local currency of the Agent/local service provider.

4.4. In the event of delay in payment of Service fee by the Customer, Lumbrela shall be entitled to collect default interest at the rate laid down by law.

In the event of delay in payment of Service fee by the Customer, Agent/local service provider shall be entitled to collect default interest at the rate laid down by law.

Section 5 - LICENCE

5.1. The Customer is granted limited, non-exclusive, non-transferable, non-assignable and revocable license to make use of the Service for the term of this Agreement, strictly on and subject to the terms and conditions of this Agreement. Lumbrela reserves all rights not expressly granted by this Agreement.

5.2. Customer shall use and shall permit its Users to use the Service only for Customer's own internal business purposes. Other than Users authorized under this Agreement, Customer shall not permit and shall prevent any third party use of the Service.

5.3. Customer shall not, and shall not allow any User to, (a) modify, port, adapt or translate or create any derivative works from or based on the Service, in whole or in part, (b) reverse engineer, decompile, disassemble or otherwise attempt to reduce the object code to or discover the source code of the Software Solution, or (c) combine or merge the Software Solution with, or incorporate it into, any other software. This prohibition shall not apply to the extent that applicable law affords Customer the right to decompile the Software Solution if and as necessary to render it interoperable with other software licensed or used by Customer, provided that Customer first requests such interoperability information from Lumbrela and complies with any reasonable conditions, including payment of any

reasonable fees and expenses then generally charged by Lumbrela to its customers for the same. Customer's Use of the Software Solution to process Customer information or tasks and produce activity lists, schedules or reports which the Software Solution enables and for which it is intended will not be deemed to constitute creation of derivative works or violations.

Section 6 - CONFIDENTIALITY

6.1. Customer's data and other information identified as confidential by Customer, are confidential information of Customer. Customer agrees that the Software Solution constitutes trade secret and confidential information of Lumbrela. "Confidential Information" includes any and all information that is or reasonably should be understood to be confidential, proprietary, or generally not available to the public, whether furnished or made available before or after the date of this Agreement, and regardless of its form, format, media or mode of disclosure (written, visual, electronic or other).

6.2 Each party agrees to use the same care to protect the Confidential Information of the other as it employs with similar information of its own (but in no event less than reasonable care). Neither party will disclose any Confidential Information of the other party, except that each party may disclose Confidential Information of the other to its employees, subcontractors, service providers or agents who have a need to know such information, provided that, prior to such disclosure, the disclosing party requires that each such employee, subcontractor, service provider or agent agree to the restrictions on use and disclosure of Confidential Information set forth in this Agreement. The parties further agree that they will use Confidential Information solely for the purposes for which such information, or access to it, is provided pursuant to the terms of this Agreement. *For the purpose of this Section 6, with respect to Lumbrela, "party" shall include any agent/local service provider of Lumbrela. In addition, Lumbrela shall be responsible for agent/local service provider full compliance with the confidentiality obligations hereunder.* Upon any termination of this Agreement or otherwise promptly after the disclosing party's reasonable request, the receiving party shall either return to the disclosing party or destroy and certify in writing to such party the destruction of any and all Confidential Information of such party in the receiving party's possession. These confidentiality obligations shall survive the termination of this Agreement indefinitely.

6.3 The Customer acknowledges and accepts that all Confidential Information provided to Lumbrela and/or entered into the Software Solution (i.e. Customer and Users identification and contact data, provided at registration any and all Customer financial data entered into Software Solution, etc.) is stored in the Cloud hosted by AWS and does hereby expressly agree to AWS Terms and Conditions. Storage of Confidential information in the Cloud shall not be deemed as disclosure contrary to clause 6.2 hereof.

6.4 Disclosure of Confidential Information contrary to the terms of this Agreement shall not include information which is: (i) independently developed by the party without the benefit of the other's disclosure or is already known by the party at the time of disclosure; (ii) approved for release by the other's written authorization or is rightfully received by the party from a third party without any obligation of confidentiality; (iii) public knowledge without the wrongful act or breach of this Agreement by either party; or (iv) disclosed pursuant to the requirements of a governmental agency or court order.

Section 7 - SUPPORT

7.1 For customer support with account-related and payment-related questions Customer will use the Contact form available on Tickmark Software web <https://www.tickmark-software.com/contact/> and/or e-mail address support@tickmark-software.com.

For markets where Lumbrela cooperates with an agent/local service provider in providing the Service, for customer support with account-related and payment-related questions Customer will use the contact details of a local agent/local service provider, provided at registration.

7.2. For customer support with Software Solution related questions Lumbrela offers remote desktop support for the initial set up, within 30 days following acceptance of these T & C. In order to be able to use remote desktop support Customer will: (a) at its expense, maintain an approved, secure internet connection and such other compatible devices as needed to enable Lumbrela to gain remote desktop access, with Customer's consent and (b) cooperate with Lumbrela for the purposes of the initial set up.

For markets where Lumbrela cooperates with an agent/local service provider in providing the Service, for customer support with Software Solution related questions a local agent/local service provider offers remote desktop support for the initial set up. Contact details of a local agent/local service provider are provided at registration.

7.3 Throughout the duration of this Agreement, Lumbrela shall maintain appropriate hosting Agreements with AWS or such other service provider as Lumbrela may deem appropriate, as well as appropriate SSL Certificates.

Section 8 - INTELLECTUAL PROPERTY RIGHTS

8.1. Customer acknowledges that Lumbrela is and will remain the sole and exclusive owner of all intellectual property rights. Customer shall have no rights, title or interest therein or thereto, other than the limited license expressly set forth in the Agreement.

8.2. Nothing in this Agreement shall be construed as granting Lumbrela any right, title or interest in or to any Customer Content or other content or information input into or processed using the Software Solution.

8.3. Nothing in this Agreement shall operate to assign or transfer any Intellectual Property Rights from Lumbrela to the Customer. Intellectual Property Rights means all intellectual property rights, title and interests, including, without limitation, all copyright, patent, trade secret, trademark and other intellectual property and proprietary and moral rights related thereto, and these and any other similar rights in any jurisdiction relating to the Software Solution.

Section 9 - WARRANTIES AND DISCLAIMERS

9.1 Lumbrela warrants to Customer that, the Service/Software Solution will perform substantially in accordance with the functional specification contained in the User manual available within Software Solution interface when such Service is accessed using the recommended operating system as per Technical Specifications. Lumbrela's entire liability and the Customer's sole and exclusive remedy for

breach of this Section 9.1 will be limited to Lumbrela's refund of the last fee paid by Customer and termination of this Agreement. The warranties in this Section 9.1 shall not apply if, and during the period that Service was provided to Customer as Free trial.

9.2 The preceding Lumbrela warranties do not apply to and, to the full extent permitted by law, Lumbrela shall have no responsibility for breaches of warranty to the extent arising from: (i) Customer operator errors; (ii) Customer hardware or operating system failures; (iii) AWS system faults or failures;

9.3 EXCEPT FOR (i) THE WARRANTIES EXPRESSLY STATED ABOVE IN THIS SECTION 9 AND (ii) ANY WARRANTY, REPRESENTATION OR CONDITION TO THE EXTENT THE SAME CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW, LUMBRELA AND ITS AGENTS, SUBCONTRACTORS AND SUPPLIERS MAKE NO REPRESENTATIONS OR WARRANTIES, AND EXPRESSLY DISCLAIM AND EXCLUDE ANY AND ALL WARRANTIES, REPRESENTATIONS AND CONDITIONS, WHETHER EXPRESS OR IMPLIED, WHETHER ARISING BY OR UNDER STATUTE, CUSTOM, USAGE, COURSE OF PERFORMANCE OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, LUMBRELA AND ITS AGENTS, SUBCONTRACTORS AND SUPPLIERS DO NOT WARRANT, AND EXPRESSLY DISCLAIM ANY REPRESENTATION OR WARRANTY, THAT THE SOFTWARE SOLUTION, SUPPORT, SERVICE OR OTHER DELIVERABLES/ADDITIONAL SERVICES PROVIDED BY OR ON BEHALF OF LUMBRELA WILL SATISFY CUSTOMER'S REQUIREMENTS OR THAT THEIR USE OR OPERATION WILL BE ERROR OR DEFECT FREE OR UNINTERRUPTED, OR THAT ALL SOFTWARE SOLUTION DEFECTS WILL BE CORRECTED. EXCEPT FOR THE EXPRESS WARRANTIES IN SECTION 9, (A) THE SERVICE IS PROVIDED "AS IS," WITH ALL FAULTS AND WITHOUT ANY GUARANTEES REGARDING QUALITY, PERFORMANCE, SUITABILITY, TIMELINESS, SECURITY, DURABILITY, INTEGRABILITY OR ACCURACY, AND (B) CUSTOMER ACCEPTS THE ENTIRE RISK OF AND RESPONSIBILITY FOR USE, QUALITY, PERFORMANCE, SUITABILITY AND RESULTS OF USE OF THE SERVICE/SOFTWARE SOLUTION AND ITS OWN REPORTING AND OR AUDIT APPROACH OR METHODOLOGY. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY LUMBRELA, ANY OF ITS AGENT/LOCAL SERVICE PROVIDERS, AGENTS, SUBCONTRACTORS OR SUPPLIERS OR THEIR RESPECTIVE EMPLOYEES, OFFICERS OR DIRECTORS WILL INCREASE THE SCOPE OR OTHERWISE ALTER THE TERMS OF ANY WARRANTY EXPRESSLY STATED IN THIS AGREEMENT OR CREATE ANY NEW REPRESENTATIONS, WARRANTIES OR CONDITIONS.

Section 10 - LIMITATIONS OF LIABILITY

10.1 THE SOFTWARE SOLUTION MAY BE USED TO ACCESS AND TRANSFER INFORMATION OVER THE INTERNET. CUSTOMER ACKNOWLEDGES AND AGREES THAT LUMBRELA AND ITS AGENTS, SUBCONTRACTORS AND SUPPLIERS DO NOT OPERATE OR CONTROL THE INTERNET AND THAT (I) VIRUSES, WORMS, TROJAN HORSES, OR OTHER UNDESIRABLE DATA OR SOFTWARE, OR (II) UNAUTHORISED USERS (E.G. HACKERS), MAY ATTEMPT TO OBTAIN ACCESS TO AND DAMAGE CUSTOMER'S DATA, WEBSITES, COMPUTERS OR NETWORKS. LUMBRELA SHALL NOT BE RESPONSIBLE FOR PREVENTION OR EFFECTS OF SUCH ACTIVITIES.

10.2 CUSTOMER ACKNOWLEDGES AND AGREES THAT LUMBRELA AND ITS AGENTS, SUBCONTRACTORS AND SUPPLIERS CANNOT INFLUENCE THE CONDUCT OF AWS OR ANY OTHER HOSTING SERVICES PROVIDER. LUMBRELA SHALL NOT BE RESPONSIBLE FOR ACTS OR OMISSIONS BY AWS OR OTHER HOSTING SERVICE PROVIDER.

10.3 CUSTOMER ASSUMES ALL RESPONSIBILITIES AND RISKS, FOR ITSELF AND ALL ITS USERS, REGARDING: (I) ALL DATA AND INFORMATION COLLECTED, USED OR INCLUDED IN OR PROCESSED, ACCESSED OR STORED WITH THE SOFTWARE SOLUTION; (II) THE PREPARATION, ACCURACY, REVIEW

AND USE OF RESULTS OBTAINED THROUGH USE OF THE SOFTWARE SOLUTION OR ANY CONTENT, AND ANY DECISIONS OR ADVICE MADE OR GIVEN TO ANY PARTY BASED ON THE USAGE OF THE SOFTWARE SOLUTION. THE AUDIT WORKING PAPER TEMPLATES CANNOT IN ANY WAY BE DEEMED TO REPLACE THE DUE APPLICATION OF THE AUDITING STANDARDS, IN THEIR RELEVANT VERSION, BY THE CUSTOMER OR BE RELIED UPON BY THE CUSTOMER WITHOUT THE APPROPRIATE APPLICATION OF THE AUDITING STANDARDS. LUMBRELA AND ITS AGENT/LOCAL SERVICE PROVIDERS, AGENTS, SUBCONTRACTORS AND SUPPLIERS ARE NOT ENGAGED IN RENDERING AUDITING, ACCOUNTING, LEGAL OR OTHER PROFESSIONAL OR EXPERT ADVICE OR SERVICES AND ARE NOT RESPONSIBLE FOR HOW THE SOFTWARE SOLUTION IS USED, THE RESULTS AND ANALYSIS DERIVED BY CUSTOMER BY USE OF THE SOFTWARE SOLUTION, THE DUE APPLICATION OF THE INTERNATIONAL STANDARDS OF AUDITING IN THEIR WORK AND ANY DECISIONS THE CUSTOMER MAY TAKE BASED ON CUSTOMER'S USAGE OF THE SOFTWARE SOLUTION.

10.4 EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER LUMBRELA OR CUSTOMER, NOR THEIR RESPECTIVE AGENT/LOCAL SERVICE PROVIDERS, AGENTS, SUBCONTRACTORS OR SUPPLIERS, WILL HAVE ANY LIABILITY WHATSOEVER FOR ANY LOSS OF SALES, PROFITS, BUSINESS, DATA, OR OTHER INCIDENTAL, CONSEQUENTIAL, INDIRECT, OR ANY LOSS OR DAMAGE, EVEN IF ADVISED OF THE POSSIBILITY OF THEIR OCCURRENCE, RESULTING FROM OR ARISING OUT OF OR RELATED TO THIS AGREEMENT, THE SOFTWARE SOLUTION, CONTENT, SUPPORT OR ANY SERVICES RENDERED HEREUNDER, OR ANY OTHER CAUSE WHATSOEVER, REGARDLESS OF THE FORM OF THE CLAIM OR ACTION (WHETHER BASED ON CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER TORT, STATUTE OR OTHERWISE), PROVIDED, HOWEVER, THERE SHALL BE NO LIMITATION OF LIABILITY FOR CUSTOMER'S BREACH OF ANY PROVISIONS OF THIS AGREEMENT RELATING TO PAYMENT, CONFIDENTIALITY AND NON-DISCLOSURE AND NON-USE OF CONFIDENTIAL INFORMATION.

10.5 The entire and collective liability of Lumbrela and its agent/local service providers, agents, subcontractors and suppliers, arising out of or related to this Agreement, the Software Solution, Customer Content, Support or Services in general, or any other cause whatsoever, including without limitation on account of performance or non-performance of obligations under this Agreement, regardless of the form of the cause of action, whether in contract, tort (including without limitation negligence), statute or otherwise, shall in no event exceed the total fees paid to Lumbrela in the twelve-month period preceding the date such claim or cause of action first arose. The limitation of liability under this Section will be applied to the maximum extent permitted by applicable law.

Section 11- TERM AND TERMINATION

11.1 This Agreement shall come into force upon the Customer's acceptance of these T & C and will remain in force until cancellation of Service by either party in accordance with the terms hereof.

11.2 Customer may cancel the Service at any time and thus terminate this Agreement. Customer terminates the Agreement by using the Contact form available on Tickmark Software web page (<https://www.tickmark-software.com/>). Following cancellation of the Service, Lumbrela will charge the Customer for the Service provided up to cancellation, as per the applicable Price list.

11.3. Lumbrela may cancel the Service and thus terminate this Agreement due to Customer's violation of any provision of the Agreement or for failure to pay the Service fee timely. Lumbrela shall, with immediate effect, suspend Customer access to the AWS Cloud and the Customer shall immediately cease using Software Solution and in particular Audit working paper templates. Customer's failure to immediately cease using Audit working paper templates represents infringement of Lumbrela's intellectual property rights.

11.4. Sections 6, 8, 9, 10, 12, and 11 herein, as well as any other sections of the Agreement that, either explicitly or by their nature, must remain in effect after termination of the Agreement, shall survive termination.

Section 12 - GOVERNING LAW AND DISPUTE RESOLUTION

12.1 The Parties consent to the application of Croatian law to govern, interpret and enforce all rights, duties and obligations arising from, or relating in any manner to, the subject matter of this Agreement, without regard to conflict of law principles.

12.2 Any dispute arising under or relating to the subject matter of this Agreement shall be submitted for resolution to the competent Court in Rijeka.

Section 13 - FINAL PROVISIONS

13.1 This Agreement, including its Schedule I and Privacy Policy, (i) collectively constitute the entire Agreement between the parties, and (ii) supersede all prior Agreements, understandings, proposals and communications, oral or written, relating to the subject matter of this Agreement.

13.2. By accepting these T & C Customer confirms to have read our [Privacy Policy](#), for information regarding how Lumbrela collects, uses, and discloses Customer's personal information and protects privacy when Customer uses the Software Solution, and provides us with consent to collect and use personal data in line with and for the purposes specified in our [Privacy Policy](#).

13.3 Should any provision of this Agreement be held invalid, illegal or unenforceable for any reason or to any extent, such invalidity or enforceability shall not in any manner affect or render invalid, illegal or unenforceable the remaining provisions of the Agreement, and the application of that provision shall be enforced to the extent permitted by law.

14.4 Occasionally Lumbrela may make changes to the Agreement. When material changes are made to the Agreement Lumbrela will provide Customer with the advance notice (through web on <https://www.tickmark-software.com/> or by e-mail). Customer's continued use of the Service after the changes have been made will constitute Customer's acceptance of the changes. If the Customer does not wish to continue using the Service under the new version of the Agreement it may cancel the service as per Section 11.

SCHEDULE I

TECHNICAL SPECIFICATIONS

CPU 1 GHz clock speed

RAM 2 GB

Hard disk drive 1.0 GB free disk space + your own documents

Operating system

Windows 7

Windows Server 2008 R2

Windows 8

Windows Server 2012

Windows 8.1

Windows Server 2012 R2

Windows 10