KANDID CREATIONS TERMS AND CONDITIONS

These terms and conditions (these "Terms") shall govern the relationship between you ("Customer") and Kandid Creations LLC. ("Kandid Creations") as pertains to the quote and proposal ("Proposal'). Unless and until Customer and Kandid Creations enter into a subsequent written agreement, these Terms shall control the parties' relationship.

1. **Product(s)**: "Product(s)" means the "Kandid Creations devices and systems", consisting generally of the equipment and a related service described in the Proposal, and includes equipment, software and services furnished by Kandid Creations or third parties on behalf of Kandid Creations.

2. **Prices**: Prices on the Proposal are subject to change unless the Proposal states that the pricing is firm through a date certain. If such prices have changed prior to Kandid Creations' acceptance of the Proposal, Customer will be advised of such changes. If such prices change after Kandid Creations' acceptance of the Proposal due to Customer's request for additional products or services, Customer is liable to pay for any corresponding increase in the prices not reflected on the Proposal. Customer is responsible to pay all applicable sales and other taxes in addition to any prices set forth on the Proposal or in any invoice. Applicable taxes will be calculated at the time of invoice.

3. **Prompt Payment Required**: Credit approval may be required. Customer agrees to pay all invoices for the Product(s) within the terms of the invoice. Any late invoice payment will be subject to a finance charge of up to 1.5% per month of the overdue balance, which Customer shall pay in addition to the price of the Product(s). In the event of late payment or other default by Customer, Kandid Creations shall have the right to enforce this Agreement and recoup its attorneys' fees and expenses, In addition, Kandid Creations shall have the right to suspend performance hereunder, until Customer has cured any default, and if the default is not cured within 10 business days, Kandid Creations may terminate this Agreement with immediate effect upon written notice to Customer. Kandid Creations may also terminate this Agreement with immediate effect if Customer becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors.

4. **Installation**: Unless the Proposal specifically states that Kandid Creations will be responsible for installation, Customer shall be solely responsible to perform any installation of the Product(s). Any installation services due hereunder shall be limited to those specifically described on the Proposal. Kandid Creations shall have discretion to perform any such installation services or other services through third-party contractors.

5. **Limited Warranty**: Kandid Creations warrants that the Product(s) will be free from defects at the time they are shipped to Customer. If the Product(s) are defective at the time of shipping, and Customer notifies Kandid Creations of such defect within 90 days of receipt by Customer, Kandid Creations' sole obligation shall be to replace the defective parts (or re-perform the defective services) or to reimburse the purchase price if replacement or reperformance is impractical. THE FOREGOING WARRANTY IS EXCLUSIVE OF ALL OTHER WARRANTIES INCLUDING FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, TITLE, OR ANY OTHER EXPRESS OR IMPLIED WARRANTY. THIS WARRANTY CANNOT BE MODIFIED EXCEPT BY A SUBSEQUENT WRITTEN AGREEMENT. KANDID CREATIONS MAKES NO WARRANTY AT ALL AS TO THE PERFORMANCE OF KANDID CREATIONS SYSTEMS INCLUDING VOICE AND TEXT COMMUNICATION FUNCTIONS. THESE FEATURES ARE SUBJECT TO DISRUPTION REGARDLESS OF

THE WIRELESS INFRASTRUCTURE OR OTHER ENVIRONMENT IN WHICH THEY ARE OPERATED. CUSTOMER IS ON NOTICE THAT SOME DEGREE OF INTERRUPTIONS, FAILURES, AND LACK OF FUNCTION ABLITY, ARE TO BE EXPECTED WITH THESE FUNCTIONS. FURTHERMORE, THE ADDITION OR INCLUSION OF ANY THIRD-PARTY APPLICATION BY THE CUSTOMER IN CONNECTION WITH THE PRODUCT(S) VOIDS THE LIMITED WARRANTY, UNLESS EXPRESSLY AUTHORIZED BY KANDID CREATIONS IN WRITING, AND SUCH AUTHORIZATION MAY BE WITHHELD BY KANDID CREATIONS IN ITS SOLE DISCRETION.

6. **Limitation of Liability**: Kandid Creations shall have no liability to Customer, or anyone claiming under Customer, beyond this warranty. Specifically, Kandid Creations shall have no liability for direct, indirect, special, punitive, consequential, or incidental damages, or any other damages aside from its 90-day warranty obligation. In no event shall Kandid Creations' aggregate liability arising out of or related to this Agreement, whether arising out of or related to breach of contract, tort (including negligence), or otherwise, exceed 2 times the total of the amounts paid to Kandid Creations for the Product(s) sold hereunder or $100,000, whichever is less. These limitations of liability shall not apply to liability resulting from Kandid Creations' gross negligence or willful misconduct, and death or bodily injury resulting from Kandid Creations' acts or omissions.

7. **Product Interface, Code Compliance**: Customer is solely responsible for ensuring that any equipment, services, and accessories not supplied by Kandid Creations that are used with the Product(s) properly interface with the Product(s). Kandid Creations shall have no liability for injury or property damage arising from the use of third-party equipment or services with the Product(s). Kandid Creations does not guarantee that the Product(s) or services will comply with any local ordinance, code, or regulation. Customer is solely responsible for assuring such compliance.

8. **Security Interest, Default and Insurance**: As collateral security for the payment of the purchase price of the Product(s), Customer hereby grants to Kandid Creations a lien on and security interest in and to all of the right, title, and interest of Customer in, to and under the Product(s), wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing. The security interest granted under this provision constitutes a purchase money security interest under the Wisconsin Uniform Commercial Code. Customers agree to sign and deliver to Kandid Creations any additional documents required by Kandid Creations to protect its security interest in the Product(s). If Customer defaults on any payment obligation, the full amount due hereunder shall become due and payable, and Kandid Creations may, upon proper notice to Customer, take any action under law including, but not limited to, taking repossession of the Product(s) wherever located without court order, suspending Customer's use of the Product(s), and all remedies available to Kandid Creations under the Wisconsin Uniform Confirm Commercial Code. The Product(s) shall not be deemed a fixture to realty. Customer shall assume all loss relating to damage of the Product(s) after they leave Kandid Creations' control until the purchase price has been fully paid.

9. **Entire Agreement, Merger**: These Terms and the Proposal (collectively, the "Agreement") supersede any prior or contemporaneous inconsistent agreements and understandings, verbal or written, express or implied, between Customer and Kandid Creations. These Terms prevail over any of Customer's general terms and conditions of purchase regardless whether or when Customer has submitted its purchase order or such terms. Fulfillment of Customer's order does not constitute acceptance of any of Customer's terms and conditions and does not serve to modify or amend these

Terms. This Agreement may be modified only by way of a subsequent written agreement executed by duly authorized personnel of Kandid Creations and Customer.

10. **Choice of Law, Venue**: This contract shall be construed under the law of the state of Wisconsin. Any action arising out of this contract or between the parties shall be brought exclusively within the courts of Wisconsin.

11. **Acceptance**: This Agreement is an offer of Customer to purchase the Product(s). Acceptance of said offer is subject to Kandid Creations' approval of Customer's credit. This Agreement shall not be binding upon Kandid Creations until it has accepted these Terms by signing and returning the Proposal to Customer or by commencing delivery of the Product(s).

12. **Delivery and Shipment**: Product(s) are shipped net freight on board Origin. All delivery dates for the Product(s) and any services sold hereunder are approximate dates, the actual dates of delivery shall be agreed upon mutually by Kandid Creations and Customer in writing and could be delayed. Kandid Creations shall not be bound by any delivery date set forth in the Proposal unless and until Kandid Creations specifically agrees to such delivery date in writing. After the parties have agreed to a delivery date, Customer shall be liable for any additional costs incurred by Kandid Creations arising from Customer's failure to accept delivery on or after the date scheduled. Kandid Creations is not liable for any losses caused by a delay in shipment or performance of services beyond Kandid Creations' reasonable control. Customer is responsible for inspecting the Product(s) shipped pursuant to this Contract and will be deemed to have accepted the Product(s) unless it notifies Kandid Creations of any issues within a reasonable time, not to exceed 7 days.

13. **Force Majeure**: Kandid Creations shall not be liable or responsible to Customer, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Kandid Creations including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion, or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, pandemic, lockouts, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage.

14. **Assignment**: Customer shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Kandid Creations. Any purported assignment or delegation in violation of this provision is null and void. No assignment or delegation relieves Customer of any of its obligations under this Agreement.

15. **Relationship of the Parties**: The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

16. **No Third-Party Beneficiaries**: This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to

or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of these Terms.

17. **Notices**: All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the addresses set forth on the face of the Proposal or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this section.

18. **Waiver**: No waiver by Kandid Creations of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by Kandid Creations. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

19. **Severability**: If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

20. **Survival**: Provisions of these Terms which by their nature should apply beyond their terms will remain in force after any termination or expiration of this Agreement.

Customer agrees to the End User License Agreement (EULA)

Customer acknowledges the foregoing Terms and agrees to be bound by them upon acceptance by Kandid Creations. Customer also acknowledges that Kandid Creations may require, as a condition for further performance by Kandid Creations, that Customer executes such additional documents and agreements as requested by Kandid Creations.

Use of the Mobile app requires full coverage wireless network infrastructure. If licensee chooses to use existing wireless network infrastructure not installed by Kandid Creations, all support and maintenance must be provided by licensee's existing network/wireless provider. Kandid Creations makes no claims, representations or warranties regarding use of Voice and Text Communications over wireless networks not configured and installed by Kandid Creations

This Agreement contains confidential information relating to both our companies. Kandid Creations requests that any proposals not be duplicated nor discussed with anyone outside the two aforementioned companies without prior written consent. The information contained within this Proposal is intended for those individuals of both companies deemed necessary to make and evaluate the Proposal and any subsequent agreement which may result.