

License and Strategic Alliance Agreement

LICENSE and STRATEGIC ALLIANCE AGREEMENT

THIS AGREEMENT is made effective this 27th day of October, 2022 (the “**Effective Date**”)

BETWEEN:

Elluminati Inc.

(“**Elluminati**”)

-AND-

Appswarm Corporation

(“**Appswarm**”)

(as an individual a “**Party**”, collectively, the “**Parties**”)

WHEREAS:

- A. Elluminati owns certain Products and Brands, know-how, trade-secrets and proprietary source code relating to the development of mobile applications designed for Smart phones and Tablets.
- B. Elluminati wishes to form a Strategic Alliance with Appswarm to introduce their products and services to the North American Marketplace, to expand their existing business.
- C. Appswarm desires a license to use, further develop and commercially exploit Elluminati’s Products and Brands.
- D. Elluminati has agreed to grant an exclusive license to the Appswarm for the use and to further development, and commercial exploitation of Elluminati’s Products and Brand, upon terms and conditions set forth herein.

NOW THEREFORE, IN CONSIDERATION of entering into this Agreement, the mutual covenants, conditions and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties covenant and agree as follows:

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1. DEFINITIONS

Wherever used in this Agreement, the following words and terms shall have the respective meanings ascribed to them as follows:

“**Accounting Period**” means the period commencing on the 1st day of the previous month and the last day of the previous month.

“**Accrued**” means when payment is received by the Appswarm or is to accrue on record pursuant to their accounting system.

“**Agreement**” means this License Agreement, and includes authorized amendments and schedules, if any;

“**Certification**” means a sworn or affirmed statement under oath in the form of Schedule A to this Agreement.

“**Confidential Information**” means all information, in whatever form, that is not generally available to third parties or the public, including without limitation, all research, data, specifications, technical information, devices, concepts, compilations, programs, designs, tooling, plans, drawings, prototypes, models, documents, recordings, instructions, manuals, papers, business practices and strategies, financial information, business plans, know-how including, but not limited to the Know-How, inventions (whether patentable or not), techniques, processes, methods of doing business, software, personnel data, contracts, purchase requirements, forecasts and market strategies, data on equipment sold and serviced, plans production processes, product specifications and formulas, methods, technical and product bulletins, surveys, research and development programs, sales reports, or other materials, of any nature or embodiment whatsoever written or otherwise, relating to same, as well as the existence of this Agreement and its terms and conditions.

Confidential Information does not include any information which is publicly available at the time of disclosure or subsequently becomes publicly available through no fault of the recipient party, or is rightfully acquired by the recipient party from a third party who is not in breach of an agreement to keep such information confidential;

“**Effective Date**” means, Date of signing this Agreement

“**Improvements**” means, improvements, modifications and further developments relating to the Licensed Products including, any inventions including, but not limited to, trademarks, copyrights, patents, or any other form of intellectual property.

“**Know-How**” means the information relating to, Product processing, the Packaging and the Trade-Secrets of Elluminati relating to the Licensed Products.

“**Net Sales Price**” means Appswarm’s invoice price for all Licensor’s Products.

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“Licensed Use” means the right to use and commercially exploit Elluminati’s Products under the terms of the License.

“Licensor’s Products” means any product or service made, used, sold, offered for sale, or otherwise distributed by the Appswarm that includes Elluminati’s Products.

“Sale” means every disposition or provision of goods or services to a person at arm’s length or not at arm's length, from the for any consideration, including renting, leasing, lending and bartering of any product or service involving the use of the Products and or Brands.

“Sales Revenue” means the total income or value, whichever is higher, net of trade discounts, excise and sales taxes, returns and allowances, in accordance with generally accepted accounting principles. If a product or service is sold or disposed other than at arm’s length, or is bartered for other goods, then the Sales Revenue is deemed to be a typical recent price or reasonable price of such a product or service, or their equivalent, whichever is higher.

“Exclusive” means that the right granted solely to Appswarm for the Licensed Use, and that Elluminati will not, subject to the conditions specified in this Agreement, grant to any third party, any rights which would overlap the rights granted to the Appswarm. Elluminati however reserves the full right to use the Technology and its Improvements for its own purposes and exploitation.

“Territory” means, North America.

“Trade-Secrets” means written or oral information, including formulae, patterns, compilations, programs, devices, methods, know-how including, but not limited to Know-How, techniques, process or business information that derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use, and is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

2. STRATEGIC ALLIANCE

2.1 Elluminati and Appswarm agree that the parties will cooperate, collaborate with each other in the development, marketing, and branding of existing Appswarm and Elluminati products, as well as new products in developing them to be market ready for the North American and other World Wide Markets.

2.2 Appswarm will also have the first right of refusal to the exclusively market and distribute and use Elluminati’s intellectual property, within the permitted territory.

2.3 Elluminati will also have the first right of refusal to exclusively to develop new products brought forth by Appswarm.

2.4 During the term of this agreement, the Parties do hereby agree that any proposed development of any new product brought forth by Appswarm, for development By Elluminati will be considered works for hire and remain the property of Appswarm.

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3. GRANT OF LICENSE

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Subject to the terms of this Agreement, Elluminati hereby grants to the Appswarm the Sole Right to the Products and Brands for the Licensed Use in the Territory and the Sole Right, to sell and distribute, to improve, modify and further develop the Products and Brands for the Licensed Use in the Territory.

3.1 The Appswarm shall promptly disclose to Elluminati the suggested improvements it may develop or discover or acquire during the term of this Agreement, and is subject to the approval of Elluminati.

3.2 Appswarm understands and agrees that all of the improvements and discoveries developed or incurred by the Appswarm from the date of this agreement belong to Elluminati during the term of this Agreement, and will remain the property of Elluminati after the expiration of this agreement.

3.3 Appswarm and Elluminati understands and agrees that any improvements or modifications brought forth by Appswarm, may be used by Elluminati exclusively and at Elluminati's discretion in other territories as opportunities arise in other global territories.

3.4 Appswarm agrees to incorporate into all contracts, with all of its employees and contractors, with a provision that all the improvements discovered or acquired during the term of this Agreement be assigned to Elluminati. Appswarm understands and agrees that upon the request of Elluminati the Appswarm shall provide to Elluminati the Certification that they have complied with this obligation.

3.5 Elluminati shall grant to Appswarm the right to use the improvements in respect of the Licensed Use of their Products within the specified territory.

3.6 Appswarm agrees to execute all necessary documents and provide assistance during and subsequent to the term of this Agreement, to enable Elluminati to perfect and maintain its right, title and interest in and to all improvements, to the Products and Brands including the preparation and filing of any trademarks, copyrights, patents or any other form of intellectual property protection.

3.7 Appswarm shall make best efforts to use, promote, market, sell, improve, development, modify and otherwise commercially exploit the Products and Brands of Elluminatis' Products.

3.8 Appswarm agrees that they are responsible to keep their website and product information and products up to date at all times.

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4. TERM

4.1 This Agreement shall become effective upon execution, and shall remain in effect for a period of Three (3) years and maybe extended for an additional Three (3) years at the sole discretion of Elluminati

5. TERRITORIES

5.1 The Parties mutually agree that the initial territory covered by this Agreement be limited to North America.

6. INSPECTION AND QUALITY STANDARDS

6.1 The quality of the Appswarms' Products shall meet a standard of reasonable quality and service, which shall be determined in the sole discretion of Elluminati (the "**Reasonable Quality and Service**").

6.2 Elluminati may request a sample of the Appswarms' Re-Sale Products, at Elluminati's sole expense, to determine whether they meet the Reasonable Quality and Service. If Elluminati requests a sample of the Appswarms' Re-Sale Products, the Appswarm shall promptly provide the sample.

6.3 In the event that Elluminati determines that the Appswarms' Re-Sale Products do not meet the Reasonable Quality and Service, Elluminati shall give the Appswarm notice, within seven (7) days of receiving the sample of the Appswarms' Products.

The notice shall outline the deficiencies and provide that within sixty (60) days from the date that the Appswarm receives the notice the Appswarm shall remedy the deficiencies outlined in the notice. If the deficiencies are not cured within this sixty (60) day period, Elluminati may deliver written notice to the Appswarm terminating this Agreement.

6.4 Elluminati shall, at their own cost, provide a proprietary notice on the Appswarms' Re-Sale Products, and the Appswarms' Re-Sale Products promotional material and product catalogues. The proprietary notice shall be determined, from time to time set out in written notice to the Appswarm by Elluminati acting reasonably.

7. SUB-LICENSE

7.1 Appswarm shall be entitled to grant sub-licenses to any person at the Appswarms upon written notice and reasonable approval to Licensor. Appswarm shall require the Sub-Appswarm to (a) execute an agreement with identical terms and conditions to this Agreement and (b) provide a definitive copy of the sub-license agreement with the Sub-Appswarm to Licensor, as a pre-condition to such Sub-License. Licensor shall be included as a party of interest and beneficiary of any Sub-License Agreement.

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8. USE OF THE PRODUCTS AND BRAND

8.1 Appswarm shall comply with all laws, State and Federal as they apply to the Products and Brands, of Elluminati's Products.

9. WHITE PAPER LABELLING

9.1 Appswarm may not sell or distribute Elluminati's Products under another name with out the expressed written consent of Elluminati.

10. OWNERSHIP OF THE PRODUCTS AND BRAND

10.1 Appswarm acknowledges that all right, title, interest, ownership and any goodwill in and to the Products and Brands, with any improvements, inventions and other intellectual property shall at all times remain the property of Elluminati.

11. TECH SUPPORT AND CUSTOMER SERVICE

Appswarm and Elluminati acknowledge and agree that all Customer Service and Tech Support will be performed by Elluminati.

12. REVENUES AND REVENUE SHARING

- a) Appswarm and Elluminati will determine the appropriate revenue sharing between the Parties on a case by case basis.
- b) Elluminati under the terms of this agreement has no entitlement to a royalty or any share consideration as a result of this entering into this agreement.
- c) On request by Elluminati from time to time, Appswarm shall provide to Elluminati complete information, particulars, documents and records of or related to Appswarm's use of the Technology, selling, licensing and other dispositions of Elluminati's Products, and of its Net Sales Price.

12.2 Appswarm agrees to keep and maintain records in sufficient detail for the purpose of determining the Sales Revenue for the Accounting Period (the "**Sales Revenue Records**").

12.3 Appswarm shall keep and preserve the Sales Revenue Records for the duration of this Agreement and for a period of seven (7) years thereafter. If Elluminati fails to keep and preserve the Sales Revenue Records for this period of time Elluminati may deliver written notice to the Appswarm terminating this Agreement.

12.4 Elluminati may request inspection of the Sales Revenue Records, at the sole expense of Elluminati. If Elluminati requests inspection of the Sales Revenue Records, the Appswarm shall promptly provide reasonable access to the books and records by an independent auditor to verify payment made by the Appswarm to Elluminati.

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12.5 If the Appswarm refuses to provide to Elluminati the Sales Revenue Records, fails to keep and maintain the Sale Revenue Records, or refuses access to the Appswarm's premises to inspect and commission audits Elluminati may deliver written notice to the Appswarm terminating this Agreement.

12.6 The Appswarm shall be liable for interest at a rate of two (1%) percent per month (12% annually) compounded annually on any overdue payment, or any other payment payable under this Agreement, commencing on the date that the payment becomes dues.

12.7 Elluminati may terminate this Agreement upon delivery of written notice to the Appswarm if the Appswarm has not fulfilled its obligations, and such obligations are not fulfilled within thirty (60) days following delivery to the Appswarm by Elluminati of written notice identifying the non-fulfilment and stating its intention to terminate this Agreement if the obligations are not fulfilled within the thirty (60) days.

12.8 The Appswarm's obligation to pay Elluminati pursuant to this Agreement, or payment pursuant to any other clause in this Agreement, shall continue to remain after the termination of this Agreement.

13. ELLUMINATI REPRESENTATIONS AND WARRANTIES

13.1 Elluminati represents and warrants that Elluminati has the power, authority, and capacity to enter into this Agreement and other agreements and instruments to be executed by Elluminati as contemplated by this Agreement and to grant the rights intended to be granted to the Appswarm under this Agreement and to perform Elluminati's obligations under this Agreement.

14. APPSWARM REPRESENTATIONS AND WARRANTIES

14.1 The Appswarm represents and warrants that:

- a) the Appswarm has the power, authority, and capacity to enter into this Agreement and other agreements and instruments to be executed by Elluminati as contemplated by this Agreement and to grant the rights intended to be granted to the Appswarm under this Agreement and to perform Elluminati's obligations under this Agreement;
- b) the Appswarm has the ability and authority to use and commercially exploit the Technology in the Territory;
- c) the Appswarm has the ability and authority to distribute, sell, sub-license and market Elluminatis' Products in the Territory;
- d) the execution of this Agreement is duly and validly authorized by all necessary authorities and all necessary approvals have been sought;

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- e) the execution of this Agreement is not inconsistent with, restricted by or in breach or violation of any other contract, instrument or obligation of the Appswarm;
- f) this Agreement constitutes a legal, valid and binding obligation of Elluminati enforceable against the Appswarm;
- g) the Appswarm is not an insolvent person within the meaning of applicable bankruptcy, reorganization, insolvency or fraudulent conveyance law and will not become an insolvent person as a result of the transactions contemplated by this Agreement or any of the other agreements or instruments to be executed by the Appswarm as contemplated by this Agreement; and
- h) the Appswarm shall not dispute or contest, directly or indirectly, the validity, ownership or enforceability of Elluminati's right, title and interest in and to the Technology, and shall not take any other steps to the detriment of the validity of the Technology during the term of this Agreement.

15. CONFIDENTIAL INFORMATION AND TRADE-SECRETS

15.1 The Parties agree to keep the Confidential Information and the Trade-Secrets provided to each other under this Agreement confidential and not to disclose to any person or to use it for any purpose, except as may be necessary in the proper discharge of their obligations under this Agreement.

15.2 Prior to disclosing any Confidential Information to any person, Appswarm shall first obtain or cause to be obtained, written confidentiality agreements incorporating all of the terms of part 13 of this Agreement with necessary changes, from each and every person to whom such Confidential Information is to be disclosed, including without limitation all directors, officers, employees and contractors of Appswarm, and all directors, officers and employees of contractors of Appswarm to whom any Confidential Information is to be disclosed. Without limiting the foregoing, the Appswarm agrees to incorporate into all contracts, with all of its employees and contractors, the obligation to keep the Confidential Information and the Trade-Secrets provided to it by Elluminati confidential.

15.3 Appswarm agrees and understands that if the Appswarm discloses the Confidential Information or Trade-Secrets, pursuant to clause 13.1 or 13.2 of this Agreement, the Appswarm shall be responsible for:

- a) ensuring that the recipient party of this information understands and maintains its confidentiality; and
- b) keeping a list of all persons to whom this information is disclosed to.

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15.4 Upon request of Elluminati, Appswarm shall provide Elluminati with the list referred to in clause 13.3(b) of this Agreement, and the Certification that this is a complete and accurate list.

15.5 Upon request of Elluminati, the Appswarm shall provide to Elluminati the Certification that they have complied with the obligation contained in clause 13.3(a) of this Agreement.

15.6 The Confidential Information and the Trade-Secrets may only be disclosed as is required to comply with binding orders of governmental entities or courts of law that have jurisdiction over it, provided that the receiving party:

- a) gives the disclosing party reasonable written notice to allow the disclosing party to seek a protective order or other appropriate remedy;
- b) discloses only such information as is required by the governmental entity or the court of law; and
- c) uses commercially reasonable efforts, at the disclosing party's cost and expense, to obtain confidential treatment for any of the disclosing party's Confidential Information and the Trade-Secrets so disclosed.

15.7 Elluminati may terminate this Agreement immediately upon delivery of written notice to the Appswarm if the Appswarm breaches the confidentiality obligations contained in this Agreement, or does not provide the Certification when requested to do so.

15.8 The Appswarm shall use the same or greater degree to prevent any unauthorized disclosure or use of the Confidential Information and the Trade-Secrets as it uses to protect its own confidential information of a like nature.

15.9 The Appswarm's obligation not to disclose and to prevent the disclosure of the Confidential Information and the Trade-Secrets shall continue to remain after the termination of this Agreement.

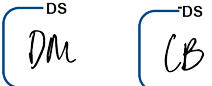
15.10 Upon termination of this Agreement, the Appswarm shall return to Elluminati all the Confidential Information and the Trade-Secrets, in its possession, custody or control. The Appswarm shall also provide Elluminati with the Certification that the Appswarm has complied with this obligation.

16. PROTECTION AND PRESERVATION

16.1 Elluminati and the Appswarm mutually covenant that they will at all times use their best efforts to preserve the value and validity of Elluminati's Products and Brands.

16.2 The Appswarm shall promptly give notice to Elluminati of any conflicting use, act of infringement, appropriation, and any action or threatened action by any person alleging that the use of the Products or Brands infringes the rights of a third person (the "**Unauthorized Use**").

16.3 If, after three (3) months from the time Elluminati has knowledge of the Unauthorized Use,



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Elluminati declines or fails to defend or protect the Products or Brands, the Appswarm may provide Elluminati with an opinion as to the substantial likelihood of success from an independent competent counsel in the field of intellectual property (the “**Opinion**”).

16.4 If, after three (3) months from the time Elluminati receives the Opinion, Elluminati declines or fails to defend or protect the Products or Brands, the Appswarm shall have the right, at its own cost, to prosecute, defend or assume conduct of the prosecution or defence of the Products or Brands provided that the Appswarm:

- a) retains the legal counsel approved by Elluminati; and
- b) regularly consults Elluminati’s designated Attorney in privilege communication in order to:
 - i. keep Elluminati fully informed of the progress of the proceedings;
 - ii. consult Elluminati on all legal matters pertaining to the proceedings; and
 - iii. provide Elluminati with copies of all pleadings and correspondence pertaining to the proceedings.

The Appswarm and Licensor agree that the proceeds and any damages awarded in these proceedings shall be considered, the Appswarm’s after legal and attorney costs have for such action have been deducted from such proceeds or damages awarded.

16.5 In all such proceedings, each of the Parties shall cooperate and assist the other to the fullest extent possible on any such negotiations and proceedings.

16.6 If Elluminati is a party to proceedings, referred to in clause 14 of this Agreement, Elluminati may in its sole discretion settle any dispute with any third party at any time without notice or compensation to the Appswarm.

17. TERMINATION

17.1 Elluminati may terminate this Agreement:

- a) For cause immediately upon delivery of written notice to the Appswarm if the Appswarm breaches this Agreement, and such breach is not cured within ninety (90) days following delivery to the Appswarm by Elluminati of written notice identifying the breach and stating its intention to terminate this Agreement if the breach is not cured within the ninety (90) days or some other mutually agreed upon time frame;
- b) Immediately upon delivery of written notice to the Appswarm in the event Elluminati has an agreement (or memorandum of understanding) to sell

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Elluminati's Products and Brands outright, subject to Appswarm's and or it's company or companies' right of first refusal.

- c) immediately upon delivery of written notice to the Appswarm if bankruptcy or insolvency proceedings have been initiated for the distribution of the assets of Elluminati;
- d) immediately upon delivery of written notice to the Appswarm if there is a Change of Control (subsequently defined) in respect of the Appswarm without the prior written consent of Elluminati;
- e) immediately upon delivery of written notice to the Appswarm if the Appswarm assigns or attempts to assign this Agreement or any rights granted hereunder without the prior written consent of Elluminati; and
- f) immediately upon delivery of written notice to the Appswarm if Elluminati notifies the Appswarm that the Appswarm has received from Elluminati during a consecutive twelve (12) month period three (3) or more notices relating to a default under this Agreement, whether or not such defaults have been cured.
- g) The Appswarm and or its company or companies shall have the right of first refusal to purchase all or part of Elluminati's Products, Brands and any other property of Elluminati should they come up for sale for any reason.

17.2 Upon the termination of this Agreement Appswarm shall deliver to Elluminati all the Appswarms' Products, and cease using the Products and Brands.

18. NOTICES

18.1 Any notice, consent, or other communication required or authorized under this Agreement to be given by either party to the other party shall be in writing, shall be deemed to be properly given when actually transmitted or delivered, and shall be delivered to the Parties at their respective addresses as set out below or at such other address as may be designated by written notice of the Party:

in the case of Elluminati to:

and

in the case of the Appswarm to:

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19. GUARANTEE AND INDEMNITY

19.1 Elluminati shall indemnify and undertake to defend the Appswarm and its affiliates, shareholders, directors, officers, employees and agents and hold them harmless against all claims, suits, proceedings, demands, actions of any nature or kind whatsoever, damages, judgments, costs, expenses and fees (including, but without limitation, reasonable legal expenses) arising out of or in any way connected with the manufacture, use marketing or sale of Elluminati's Products.

19.2 The Appswarm agrees to cooperate fully with and assist Elluminati in the defence of such claim and execute such documents and does such acts and things as in the opinion of Elluminati may be reasonably necessary.

20. FURTHER ASSURANCES

20.1 The Parties shall from time to time, at its own expense, execute and deliver all such other and further deeds, documents, instruments and assurances as may be necessary or required to carry out and to put into effect the purpose and intent of this Agreement.

21. RELATIONSHIP OF PARTIES

21.1 This is an arms-length transaction, nothing in this Agreement is intended, nor shall it be deemed, to confer on or constitute either party as the agent of the other or to create a subsidiary, joint venture, franchise or similar relationship between the parties.

21.2 Neither party shall have the power to obligate or bind the other party in contract, tort or otherwise howsoever except as provided in this Agreement.

22. SURVIVAL

22.1 All obligations of Elluminati and the Appswarm which expressly or by their nature survive the termination or expiration of this Agreement shall continue in full force and effect.

23. FORCE MAJEURE

23.1 Neither party shall be responsible to the other for the non-performance or delay in performance (other than the payment of money) occasioned by any causes beyond its control including, without limitation, acts of civil or military authority, strikes, lockouts, embargoes, insurrections, acts of God or acts of terrorism.

23.2 If any such delay occurs, any applicable time period shall be extended for a period equal to the time lost, provided that the party affected makes reasonable efforts to mitigate the consequences of such an event and gives the other party prompt notice of any such delay.

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24. ASSIGNMENT AND CHANGE OF CONTROL

24.1 This Agreement and the license rights granted hereunder, or any part thereof, may not be assigned or transferred by the Appswarm without the prior written consent of Elluminati.

24.2 Any change in the control or identity of the Appswarm, be it direct or indirect, including without limitation, by sale of all or a substantial portion of the assets of the Appswarm, merger, material change in control and management of the Appswarm or otherwise, shall be deemed to be an assignment (“**Change of Control**”).

25. AGREEMENT BINDING ON SUCCESSORS AND ASSIGNS

25.1 This Agreement shall enure to the benefit of and is binding upon the Parties and their respective affiliates, successors and permitted assigns.

26. ENTIRE AGREEMENT AND NO WAIVER OF RIGHTS

26.1 This Agreement constitutes the entire Agreement between the Parties with respect to the subject matter herein and supersedes all prior agreements, understandings, negotiations, discussions, and representations, written or oral, between the Parties with respect thereto.

26.2 There are no representations, promises, warranties, covenants or undertakings other than those contained in this Agreement, which together represent the entire understanding of the Parties.

26.3 This Agreement may not be released, amended or modified by the Parties in any matter except by written instrument signed on behalf of each of the Parties by their duly authorized officers or representatives.

26.4 The failure of or delay on the part of any party hereto to enforce any of its rights under this Agreement shall not be deemed to be a continuing waiver or a modification by such party of any of its rights under this Agreement, and any party, within the time provided by the applicable law, may commence appropriate legal proceedings to enforce any or all of its rights under this Agreement, and any prior failure to enforce or delay in enforcement shall not constitute a defence.

26.5 This Agreement may not be amended except by written agreement between the Parties.

27. COUNTERPARTS

27.1 This agreement may be executed in any number of counterparts, and may be delivered by facsimile. All of these counterparts shall for all purposes constitute one agreement, binding on the parties, notwithstanding that all parties are not signatories to the same counterpart.

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28. HEADINGS, CONSTRUCTION AND INTERPRETATION

28.1 The headings in this Agreement are for convenience of reference only and shall have no legal effect in the interpretation of the terms hereof.

28.2 The Parties acknowledge that this Agreement has been the subject of full opportunity for negotiation and amendment and that the party who has taken the role of drafter shall not suffer any adverse construction of any terms or language of this Agreement because of such role.

29. SEVERABILITY

29.1 In the event that any part, section, article, clause, paragraph or subparagraph of this Agreement shall be held to be indefinite, invalid, illegal or otherwise voidable or unenforceable (the “**Invalid Provision**”), the entire Agreement shall not fail on account thereof, and the balance of this Agreement shall continue in full force and effect.

29.2 The Parties agree to negotiate to replace the Invalid Provision with a valid provision which follows the original intent of the Invalid Provision as closely as possible.

30. GOVERNING LAW

30.1 This Agreement shall be governed by and construed in accordance with the laws of the State of Wyoming in force therein without regard to its conflict of law rules.

30.2 The Parties agree that by executing this Agreement they have submitted to the exclusive jurisdiction of a court of competent jurisdiction within the State of Wyoming. Nothing in this Agreement excludes the Parties from seeking injunctive and equitable relief in a court of competent jurisdiction.

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IN WITNESS WHEREOF the Parties have executed this Agreement with effect as of the Effective Date.

Elluminati Inc.

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Deep Moteria

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Deep Moteria

Title: President and CEO

Appswarm Corporation

DocuSigned by:

Christopher Bailey

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Christopher Bailey

Title: President/CEO