

NONCOMMERCIAL STAKEHOLDERS GROUP

DISCOVERY PROCESS



Created for:

**NONCOMMERCIAL
STAKEHOLDERS GROUP**

Farzaneh Badiei

JULY 20, 2018

Gena Dellett

WANNA PIXEL INC. [HTTPS://WAPIX.CO](https://wapiX.co)

DISCOVERY PROCESS AGREEMENT

This Web Development Agreement (this "**Agreement**") is made effective as of July 20, 2018, by and between Non Commercial Stakeholder Group, of 1207 Rosedale Rd NE, Atlanta, Georgia 30306, United States(the "**Client**") and Wanna Pixel Incorporated of 110 16th Street #1300, Denver, Colorado 80202 (the "**Developer**").

WHEREAS, the Developer possesses technical expertise in the field of computer programming and, in particular, the creation and development of web application technology; and

WHEREAS, the Client desires to engage the Developer and the Developer accepts the engagement, to develop a web based application in accordance with terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, Client and Developer agree as follows:

SCOPE OF SERVICES. Client hereby retains the Developer to design, develop and deliver the web based application in accordance with the Statement of Work ("**SOW**") in the Project Estimate. Beginning on August 6, 2018 (the "**Effective Date**"), Developer shall perform the design and development services (collectively, the "**Services**") in accordance with the SOW.

CLIENT RESPONSIBILITES. The Client acknowledges that the Developer's ability to provide the Services is dependent upon the full and timely co-operation of the Client (which the Client agrees to provide), as well as the accuracy and completeness of any information and data the Client provides to the Developer. Accordingly, the Customer shall provide the Developer with access to, and use of, all information, data and documentation reasonably required by the Developer for the performance by the Developer of its obligations under this Agreement. The Client shall be responsible for the accuracy and completeness of the Materials on the Web Based Application. "**Materials**" as used in this Agreement means the content provided to the Developer by the Client from time to time for incorporation in the Web Based Platform.

PAYMENT FOR SERVICES. In consideration of the Services to be performed by Developer, the Client agrees to compensate the Developer as outlined in the Exhibit B.

All such fees are exclusive of sales tax where applicable.

WARRANTIES. Each of the parties warrants to the other that it has full power and authority to enter into and perform this Agreement. The Developer shall perform the Services with reasonable care and skill. The Developer warrants that the Web Based Application will perform substantially in accordance with the SOW for a period of 14 days from the launch of the Platform. If the Web Based Application does not so perform, the Developer shall, for no additional charge, carry out any work necessary in order to ensure that the Web Based Platform substantially complies with the SOW. This Agreement sets out the full extent of the Developer's obligations and liabilities in respect of the supply of the Services. All conditions, warranties or other terms concerning the Services which might otherwise be implied into this Agreement or any collateral contract (whether by statute or otherwise) are hereby expressly excluded.

LIMITATION OF REMEDIES AND LIABILITY. Nothing in this Agreement shall operate to exclude or limit either party's liability for: (a) death or personal injury caused by its negligence; (b) fraud; or (c) any other liability which cannot be excluded or limited under applicable law.

Neither party shall be liable under or in connection with this Agreement or any collateral contract for any: (a) loss of revenue; (b) loss of actual or anticipated profits; (c) loss of contracts; (d) loss of the use of money; (e) loss of anticipated savings; (f) loss of business; (g) loss of opportunity; (h) loss of goodwill; (i) loss of reputation; (j) loss of, damage to or corruption of data; or (k) any indirect or consequential loss, in each case howsoever arising, whether such loss or damage was foreseeable or in the contemplation of the parties and whether arising in or caused by breach of contract, tort (including negligence), breach of statutory duty or otherwise.

Subject to the above, each party's aggregate liability in respect of claims based on events in any calendar year arising out of or in connection with this Agreement or any collateral contract, whether in contract or tort (including negligence) or otherwise, shall in no circumstances exceed the amount of the original contract.

ADDITIONAL TERMS. Developer will ensure that no computer viruses, malware, or similar items are introduced into the Web Based Application or the Client's computer and network environment while performing or providing the Services. If the Developer has access, whether on-site or through remote facilities, to any of Client's hardware, software, electronic data storage systems or other electronic systems (each an "**Electronic System**"), in connection with this Agreement, the Developer will limit its access and use solely to: (a) its personnel who have a need to access such systems to perform the Services, (b) those Electronic Systems that the Client has authorized the Developer to access and (c) perform its obligations under this Agreement.

The Developer will immediately cease using any applicable Electronic Systems upon termination or expiration of the term of this Agreement. The Developer is responsible for any unauthorized access or unauthorized use and any other breaches of this Agreement by its personnel. All user identification numbers and passwords disclosed to the Developer and any information obtained from use of such Electronic Systems will be Confidential Information (as defined in this Agreement) and the Developer will cooperate with Client in investigating any apparent unauthorized access by the Developer or its personnel of such Electronic Systems.

INSURANCE. During the term and for at least 12 months thereafter, the Developer will maintain general liability insurance and errors and omissions insurance coverage sufficient to perform its Services under this Agreement. This paragraph will survive the termination of the Agreement.

PLATFORM HOSTING. Client understands and agrees that any Web Based Application hosting services require a separate contract. Client agrees to select a Web Based Application hosting service which allows the Developer full access to the Platform.

TERM/TERMINATION. This Agreement is effective on the Effective Date (as defined above) and shall terminate automatically on completion of the Project Handoff/Closure Phase in the SOW and payment of all outstanding sums or on September 7, 2018, whichever comes first.

Without affecting any other right or remedy available to it, either party may terminate this Agreement with immediate effect by giving written notice to the other party if: the other party fails to pay any amount due under this Agreement on the due date for payment and remains in default not less than 7 days after being notified in writing to make such payment; the other party commits a material breach of any term of this Agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 14 days after being notified in writing to do so; the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts; an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the other party (being a company); a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within 14 days; the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business. On termination of this Agreement by the Developer pursuant to this paragraph, all assignments and licenses granted by the Developer under this Agreement shall terminate immediately.

On expiry or termination of this Agreement, all provisions of this Agreement shall cease to have effect, except that any provision which can reasonably be inferred as continuing or is expressly stated to continue shall continue in full force and effect.

RELATIONSHIP OF PARTIES. It is understood by the parties that the Developer is an independent contractor with respect to the Client, and not an employee of the Client. The Client will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of the Developer.

WORK PRODUCT OWNERSHIP. Any copyrightable works, ideas, discoveries, inventions, patents, products, or other information (collectively, the "**Work Product**") developed in whole or in part by the Developer or its employees or contractors in connection with the Services shall be the exclusive property of the Client. The Work Product is intended to be "work made for hire" under the US Copyright Act. If any Work Product does not qualify as "work made for hire", Developer hereby irrevocably assigns such Work Product to Client.

Upon request, the Developer shall sign all documents necessary to confirm or perfect the exclusive ownership of the Client to the Work Product. This paragraph will survive termination of the Agreement.

The Client acknowledges and agrees that certain libraries of the Work Product are composed of Open-source Software (OSS) that may only be redistributed under the terms of the GNU Library General Public License as published by the Free Software Foundation, either version 2 of the License, or any later version (the "**OSS Libraries**"). As such the Client disclaims all copyright interest in such OSS Libraries written by the Developer.

WEBSITE CREDITS AND LINKS. The Developer may place hypertext links on developer website to the Client's Web Properties as an example of the Work Product.

INTELLECTUAL PROPERTY INFRINGEMENT. The Client shall indemnify the Developer against all damages, losses and expenses arising as a result of any action or claim that the Materials infringe the Intellectual Property Rights (as defined below) of a third party (the "Client Indemnity").

The Developer shall indemnify the Client against all damages, losses and expenses arising as a result of any action or claim that the Web Based Application infringes any Intellectual Property Rights of a third party, other than infringements referred to above (the "**Developer Indemnity**").

The indemnities in this clause are subject to the following conditions: the indemnified party promptly notifies the indemnifier in writing of the claim; the indemnified party makes no admissions or settlements without the indemnifier's prior written consent; the indemnified party gives the indemnifier all information and assistance that the indemnifier may reasonably require; and the indemnified party allows the indemnifier complete control over the litigation and settlement of any action or claim. The indemnities in this clause may not be invoked to the extent that the action or claim arises out of the indemnifier's compliance with any designs, specifications or instructions of the indemnified party.

"Intellectual Property Rights" means patents, copyright, rights in designs and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

LAWS AFFECTING ELECTRONIC COMMERCE. Client agrees that the Client is solely responsible for complying with laws, taxes, and tariffs that governments enact and fix from time to time in connection with Internet electronic commerce, and shall indemnify, hold harmless, protect, and defend the Developer. and its subcontractors from any cost, claim, suit, penalty, tar, or tariff, including attorneys' fees, costs, and expenses, arising from the Client's exercise of Internet electronic commerce.

The Client shall ensure that the Materials do not infringe any applicable laws, regulations or third party rights (including material which is obscene, indecent, pornographic, seditious, offensive, defamatory, threatening, liable to incite racial hatred, menacing, blasphemous or in breach of any third party Intellectual Property Rights) (**Inappropriate Content**). The Client shall indemnify the Developer against all damages, losses and expenses arising as a result of any third party action or claim that the Materials constitute Inappropriate Content.

CONFIDENTIALITY. Each party shall protect the Confidential Information (as defined below) of the other party against unauthorized disclosure by using the same degree of care as it takes to preserve and safeguard its own confidential information of a similar nature, being at least a reasonable degree of care. Confidential Information may be disclosed by the receiving party to its employees, affiliates and professional advisers, provided that the recipient is bound in writing to maintain the confidentiality of the Confidential Information received.

The obligations set out in this clause shall not apply to Confidential Information which the receiving party can demonstrate: is or has become publicly known other than through breach of this clause; or was in possession of the receiving party prior to disclosure by the other party; or was received by the receiving party from an independent third party who has full right of disclosure; or was independently developed by the receiving party; or was required to be disclosed by a governmental authority, stock exchange or regulatory body, provided that the party subject to such requirement to disclose gives the other party prompt written notice of the requirement.

The obligations of confidentiality in this clause shall not be affected by the expiry or termination of this Agreement.

"Confidential Information" means all information, whether technical or commercial (including all specifications, drawings and designs, disclosed in writing, on disc, orally or by inspection of documents or pursuant to discussions between the parties), where the information is: (a) identified as confidential at the time of disclosure; or (2) ought reasonably to be considered confidential given the nature of the information or the circumstances of disclosure.

FORCE MAJEURE. Neither party shall be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control (including any industrial dispute affecting any third party, governmental regulations, fire, flood, disaster, civil riot or war). In such circumstances the affected party shall be entitled to a reasonable extension of the time for performing such obligations. If the period of delay or non-performance continues for 12 weeks, the party not affected may terminate this Agreement by giving 30 days' written notice to the affected party.

EMPLOYEES. The Developer's employees or contractors, if any, who perform Services for the Client under this Agreement shall also be bound by the provisions of this Agreement and Developer will be responsible for their compliance with the Agreement. All such employees and contractors who perform Services will have executed appropriate work for hire and invention assignment agreements in favor of Developer. At the request of the Client, the Developer shall provide adequate evidence that such persons are the Developer's employees and have executed such work for hire and invention assignment agreements.

ASSIGNMENT. Neither party may assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its rights or obligations under this Agreement without the prior written consent of the other party, such consent not to be unreasonably withheld or delayed.

ENTIRE AGREEMENT. This Agreement and its exhibits contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written. Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement and its exhibits. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.

SEVERABILITY. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

NOTICES. Any notice required to be given pursuant to this Agreement shall be in writing and mailed by certified or registered mail, to the addresses mentioned above. Notice will be deemed given when received.

THIRD PARTY RIGHTS. No one other than a party to this Agreement, their successors and permitted assignees, shall have any right to enforce any of its terms.

VARIATION. No variation of this Agreement (including its Exhibits) shall be effective unless it is in writing and signed by the parties (or their authorised representatives). Without limiting the generality of the foregoing, all Change in Scope Exhibits must be in writing and signed by both parties to be effective.

WAIVER. No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

RIGHTS AND REMEDIES. Except as expressly provided in this Agreement, the rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement. The parties agree that a facsimile or PDF signature may substitute for and have the same legal effect as the original signature.

APPLICABLE LAW AND JURISDICTION. This Agreement and any disputes or claims arising out of or in connection with its subject matter are governed by and construed in accordance with the laws of the State of Colorado. Each party irrevocably agrees that the courts of the State of Colorado or the Federal courts in Colorado shall have non-exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

[SIGNATURE PAGE FOLLOWS]

CLIENT:

Non Commercial Stakeholders Group



By: _____

Farzaneh Badiei

DEVELOPER:

Wanna Pixel Inc.



By: _____

Gena Dellett, Account Manager

EXHIBIT A - STATEMENT OF WORK

The Non Commercial Stakeholders Group has experienced growing concerns and issues with their CiviCRM system (accessible at <https://members.ncsg.is>). Wanna Pixel proposes to complete a discovery process with the organization to understand any functionality or configuration issues, while learning more about ICANN and how the organization currently uses CiviCRM. In particular we will document your membership management workflow and processes, as well as your processes related to elections. This process will give us a clear understanding of your needs, allowing us to create a detailed development plan and proposal for any development work that may be required in modifying the system to improve internal processes and team member efficiency.

During our discovery process we will:

- Seek to understand ICANN's current use of CiviCRM, including external or integrated systems that may be connected for added functionality
- Understand ICANN's overarching CRM needs, separate from the organization's existing workflow and process
- Propose a plan for redoing or modifying workflows related to membership review/approval and election management that is based on how your system currently functions, not how CiviCRM functions generally, since all systems are customized to some degree
- Understand and document any configuration issues within the CiviCRM instance
- Develop written report summarizing data management needs with a recommendation on a CRM solution

Once the discovery process is completed, we would provide a development plan and proposal for ICANN's consideration, outlining exactly how we propose to modify existing functionality or build new functionality to meet the established requirements.

The budget for this discovery process is \$4,500, or 50 hours.

EXHIBIT B - PAYMENT SCHEDULE

We strive for excellence and transparency in the work that we do. One of the key factors in our approach, besides working within an Agile workflow, is giving our clients control over project milestones and payments.

We want you to be 100% satisfied with the results we produce and therefore break down our project payments into installments throughout the course of the project.

Description	Price
DOWNPAYMENT Due on signing of contract.	\$2,250
INSTALLMENT 1 Due September 07, 2018	\$2,250
Total	\$4,500