SAMPLE FOR ILLUSTRATION ONLY. Text in [brackets] is a placeholder. Not an offer. Scope, systems and deliverables are written for each client. Published by FOP Cat LLC (devdev.fi).

ATTACHMENT A-1

Statement of Work

Independent Contractor Agreement between [CLIENT LEGAL NAME] ("Client") and FOP CAT LLC ("Contractor")

This Statement of Work ("SOW") is Attachment A-1 to Exhibit A of the Agreement and is incorporated into it by reference. Capitalized terms have the meanings given in the Agreement and Exhibit A. If this SOW conflicts with Exhibit A, Exhibit A controls; if it conflicts with the Agreement, the Agreement controls.

1. Purpose

Client engages Contractor to provide DevOps, software development, software architecture, and related software services described in Section 2 of Exhibit A. The engagement has two goals, which are written for each client:

a. **Reduce the cost of turnover.** Put infrastructure, documentation, and onboarding processes in place so that a new contributor to [team or program]'s systems can gain access, understand the environment, and work productively, with guardrails, inside Client's infrastructure.

b. **Modernize deployment and data infrastructure.** [For example: help the team deploy and operate workloads on Kubernetes or other target infrastructure, and move its databases to a clustered, resilient configuration.]

Contractor's work is advisory and hands-on as directed by Client, and is performed within Client's existing security, change-management, and operational practices.

2. Period of Performance

a. Proposed start of engagement: [date]. b. Proposed end of engagement: [date]. c. Term: the dates in 2a and 2b are the "Term", and all work will be performed at the planned level of effort stated in Exhibit A, Section 3(a).

3. Scope of Work

Contractor will perform the following categories of work, as assigned and prioritized by Client's Technical Lead (Section 5).

a. Discovery and technical direction (initial focus)

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- Time-boxed discovery efforts ("spikes") to understand the systems, teams, constraints, and needs in detail, each ending in a short written finding and recommendation.
- Research assistance: evaluating tools and approaches, with written comparisons and recommendations.
- Guided technical direction for the infrastructure roadmap, recorded as architecture decision records or design documents that Client owns.

b. Documentation and onboarding

- A documented, repeatable onboarding path for new contributors: access requests, environment setup, repositories, conventions, and who to ask.
- Developer and operator documentation: runbooks, deployment and rollback procedures, architecture overviews, and system inventories, maintained in Client's documentation system or another Client-designated location.
- Guardrails that let contributors move quickly and safely: templates, automated checks, standard environments, and review practices.

c. DevOps and infrastructure

- Deployment of workloads on [target platform] within Client's environment.
- Containerization of applications and services, and the build, test, and release automation around them.
- Infrastructure as code and configuration management, using Client's standard tools.
- Observability: monitoring and alerting, integrated with Client's existing tooling as applicable.
- Working within Client's security and endpoint tooling as needed to deploy and operate systems. Contractor does not administer these platforms except as Client specifically directs.

d. Database infrastructure

- [Design and implementation of a database cluster with load balancing, redundancy, and resilience, including migration from the current deployment, backup and restore procedures, and documentation.]

e. Software development and architecture

- Development, maintenance, and refactoring of software and data pipelines as assigned.
- Architecture reviews and design documents for Client systems.
- Advice on the use of AI tooling in development and operations, as requested.

f. Stretch goal (optional)

- [An additional goal undertaken only after the work in 3(a) to 3(d) is sufficiently advanced, at the Technical Lead's direction, and within the maximum fee.]

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4. Systems and Access

Client will provide Contractor with access to the following, to the extent each is needed for the assigned work, with permissions set by Client: [list of systems]. Access is granted through Client-controlled accounts and networks (VPN or virtual desktop) by the dates in the Responsibilities Schedule (Exhibit A, Schedule 1). Contractor provides its own computer and software. Contractor will not hold Client credentials outside Client-managed systems. Before granting access, Client will identify in writing any system or data subject to export controls or other restrictions on access from Contractor's location (Exhibit A, Section 5).

5. How Work Is Assigned and Managed

a. **Technical Lead.** Client will designate a Technical Lead by written notice (email is sufficient). The Technical Lead assigns and prioritizes work, resolves cross-team questions, and accepts deliverables.

b. **Backlog.** Work is tracked in Client's issue tracker. Each task states its goal and, where known, its acceptance criteria. Contractor may propose tasks; the Technical Lead decides priority.

c. **Cadence.** Contractor and the Technical Lead meet weekly by video call throughout the engagement to review progress, priorities, and blockers. Contractor sends a short written status summary each week covering work completed, work in progress, blockers, and hours used against the maximum fee.

d. **Working hours.** Contractor works remotely during normal [time zone] business hours on each working day.

e. **Scheduling.** The Technical Lead is responsible for scheduling work at or above the minimum utilization in Exhibit A, Section 3(b).

6. Deliverables

Work is delivered continuously rather than as fixed milestones. An assigned task is complete when the following apply, as relevant:

- Code, infrastructure definitions, and configuration are committed to repositories Client owns, through a review process the Technical Lead approves.
- Documentation sufficient for Client staff to operate, deploy, and maintain the work is committed or published alongside it.
- Spikes and research tasks end in a written finding stored in Client's documentation system or the task.
- Any credentials, keys, or accounts created in the course of the work are held in Client-controlled systems.

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Nothing is delivered on Contractor-owned infrastructure or accounts. All work product is the property of Client under Section 8 of the Agreement.

7. Acceptance

The Technical Lead reviews each delivered task. A task is accepted when the Technical Lead approves it in the tracker or in writing, or when ten (10) business days pass after delivery without written objection. If Client rejects a deliverable, it will state the reason in writing, and Contractor will correct it as part of the Services at the hourly rate.

8. Reporting and Invoicing

Each monthly invoice itemizes hours by date and project or task, as required by Client billing. Contractor will give written notice when invoiced fees reach eighty percent (80%) of the maximum fee, per Exhibit A, Section 3(c).

9. Client Responsibilities

Client will:

- Designate the Technical Lead and provide the accounts and access in Section 4 promptly after the Effective Date, so that discovery can begin in the first weeks of the Term.
- Identify in writing, before granting access, any system or data subject to export controls or other restrictions (Exhibit A, Section 5).
- Make staff from the relevant teams available for discovery interviews and reviews at reasonable times.
- Own all change approvals for production systems; Contractor proposes and implements changes under Client’s change-management process.
- Provide the accounts, access, environments and approvals in Exhibit A, Schedule 1 by the dates stated there. If Client is late, the affected dates move day for day and waiting time is billable under Section 4(b) of the Agreement.

10. Security and Data Handling

Contractor will follow Client’s information security and acceptable-use policies as provided in writing, use multi-factor authentication on all Client accounts, and will not copy Client data to Contractor-owned systems beyond what is needed for development and testing. Contractor will report any suspected security incident involving Client systems or data to the Technical Lead within one (1) business day of discovery. Confidential Information is governed by Section 9 of the Agreement.

11. Changes

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Reprioritization within the scope of Section 3 requires no amendment and is made by the Technical Lead under Section 5. A change to the rate, maximum fee, level of effort, Term, or the scope categories in Section 3 requires a written amendment under Section 13 of the Agreement.

12. Points of Contact

Role	Client	Contractor
Contract and invoicing	[name, title, email, phone]	[name], Managing Member, FOP CAT LLC
Technical Lead	[to be designated by Client]	[name]
Day-to-day interface	[name, team]	[name]

This Attachment is part of Exhibit A to the Independent Contractor Agreement and is incorporated by reference. No separate signature is required.

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