**Statement of Work for Development of**

**Phenom iOS and Android Apps – Maintenance and Updates**

Prepared for

L2 Consulting LLC

in person of Lenval G. Logan

Prepared by

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1. 1.0 Project Goals and Description.

ABCloudz is proposing to maintain and update Phenom mobile app (iOS and Android) upon the customer’s request.

Phenom is a social app that allows users for calculating the exact location of any observed phenomenon/event with the help of the triangulation method. The app supports the scientific community to identify, characterize and investigate unusual phenomenon, airborne or otherwise.

The work will be done on a Time & Material basis following Agile methodology. The Agile software development methodology includes the following aspects:

1. Sprints based timeline. The project is divided into iterations with various duration TBD. ABCloudz team will provide L2 Consulting LLC. (hereafter “The Client”) with a time estimate of the effort required to develop each Sprint before starting the work on it. These estimates are prepared with an appropriate care and skill and on the basis of the fair and reasonable assumptions.
2. Flexible scope of the work. The Client can decide which functionality will be developed during next sprint and can manage their priorities. Once the estimates of effort have been finalized, the Client will assign a priority to each item based on the estimates of effort and business value to be developed during the next sprint. The scope or priority of items cannot be changed once they are under development as part of a Sprint. The Client cannot unilaterally change the estimates of effort received from the ABCloudz.

Work is tracked through GitHub issues, projects, and sprints.

1. Resources for each type of the tasks. The Client takes responsibility for providing the project requirements and the project vision to the ABCloudz team. ABCloudz will assign appropriately skilled and experienced developers/business analysts/project managers/QA engineers to suits all the requirements and to carry out the development of each Sprint.
2. Close cooperation between Teams. ABCloudz will cooperate closely with the Client’s development team having regular communication (at least once a week) on the implementation and the project specification during the development of each Sprint to provide the best solutions in the product implementation. At the start of each Sprint, the Client’s and ABCloudz’s teams should typically hold a planning meeting to discuss the high-priority items which can be developed during the current Sprint (the goals and business context for each of items; an estimate updating, if needs; the time required to complete each task; the tasks allocation).
3. Priorities management. The Client will be able to manage the priorities between the project tasks and will reflect on it based on their requirements.
4. Sprint Backlog. The sprint backlog is the list of tasks collected by Client during the development process and which should be addressed to ABCloudz team for further development.
5. Project management and Reports. ABCloudz team will assign a Project Manager who will be responsible for project planning and execution, communication with the Client, and all coordination aspects between the Client and the development team. The Project manager will provide regular reports of spent hours at the end of each week and report on the overall progress of the project.

**Assumptions:**

* Firebase platform is used as the application backend (Firebase Cloud Functions, Firebase Firestore, Firebase Auth). The application uses Firebase Auth UI library for registration and authentication of users.
* The app has both portrait and landscape mode but doesn’t have tablet support.
* The customer provides Apple and Google Play account for app distribution.
* The application uses industry-standard free 3rd party libraries.
* This project DOESN’T include uploading client’s data (content) into website, database or application.
* The scope of work DOESN’T include specific methods of data protection and system certification.
* The project assumes only the following type of Quality Assurances:
  + Smoke testing
  + Functional testing
  + UI testing
  + Compatibility testing
  + Regression testing
* Source Code and the Final Build Delivery.

When the project is completed, L2 Consulting will accept the final build. Upon receipt of the final payment, ABCloudz will release the source code and the final build to L2 Consulting. L2 Consulting will be asked to sign a form of the source code receipt, and fill the feedback form. The source code will be shared via GitHub.

**Mobile Devices Compatibility:**

ABCloudz development team will ensure mobile app compatibility only with the following devices, OS Versions and Resolutions:

1. **iOS application**
   1. Devices:
2. iPhone XR
3. iPhone 11
   1. OS Version:
4. iOS 17
5. iOS 18
   1. Resolutions:
6. 2436 × 11125
7. 1792 × 1828
8. **Android application**
   1. Devices
9. Nokia 5.3
10. Google Pixel 4a
11. Google Pixel 5a
    1. OS Version:
12. Android 13
13. Android 14
    1. Resolution:
14. 720 x 1600
15. 1080 x 2340
16. 2400 × 1080

Mobile applications:

* The iOS Phone application will be tested on devices: iPhone XR, iPhone 11.
* The Android Phone application will be tested on devices: Nokia 5.3, Google Pixel 4a, Google Pixel 5a

*This mobile application will be developed for both portrait and landscape modes.*

**Specification and wireframing:**

ABCloudz team will update an existing specification to include all the enhancements of next iterations.

The link to the initial specification: [https://ABCloudz.sharepoint.com/:w:/r/sites/ExternalPhenomAndroidapplicationMVP77/Shared%20Documents/General/BA/SRS\_new%20features\_for%20Phenom%20project\_Chat%20and%203RE\_ABCloudz\_Jan%204%202022.docx?d=we1564b60eea84109804ff72c2d835198&csf=1&web=1&e=ZSeLo6](https://abcloudz.sharepoint.com/:w:/r/sites/ExternalPhenomAndroidapplicationMVP77/Shared%20Documents/General/BA/SRS_new%20features_for%20Phenom%20project_Chat%20and%203RE_ABCloudZ_Jan%204%202022.docx?d=we1564b60eea84109804ff72c2d835198&csf=1&web=1&e=ZSeLo6).

**Graphic Design:**

ABCloudz team will update the existing design assets or create new ones where needed for iOS and Android app upon the customer’s request.

Initial design is stored by the link: <https://www.figma.com/file/gikqaZc2SC3HYFbxeqIwm5/Phenom-Ui-Set?node-id=4041%3A248>

**Technologies and Platforms**

* Backend: Firebase (Firebase Cloud Functions, Firebase Firestore, Firebase Auth)
* iOS Mobile Application Coding Language: Swift
* Android Mobile Application Coding Language: Kotlin

ABCloudz has a professional team of developers experienced in multiple programming languages. If Client chooses to develop in a language other than what is documented above, they must alert their ABCloudz Representative prior to project kick off. Changes to programming or development languages may impact project time and cost estimate.

The parties agree that the Project Manager, along with a representative from the QA team, shall present the Test Plan, Checklist, and Release Acceptance Criteria to the client before the commencement of the QA phase. It is understood that these documents must be reviewed and updated by the ABCloudz team, as necessary, and must be approved by the client before the start of the QA phase.

The ABCloudz team's goal is to help the customer achieve his/her goals in delivering desired product on schedule and on budget. It is understood by both parties that any changes to original requirements or new features might affect the schedule and should be discussed accordingly.

While ABCloudz team will be very focused on meeting the project milestone and deadlines, it is understood by the customer that some delays might be unavoidable due to causes beyond its control. Some of these are:

* A customer’s slow responsiveness whose assistance/clarification is crucial for further development;
* Unexpected situations and/or cases of emergency on the project, which rarely take place, and of which the client will be notified immediately.
* ABCloudz staff’s sickness or personal emergency situations. While these situations don’t happen very often, they need to be factored in as a potential delay. ABCloudz management team will seek to assign a replacement if such a situation will cause a long absence from the project.

1. 2.0 Property Rights to Phenom App

ABCloudz agrees that all work products developed under this Statement of Work as of 4/17/2025 is the sole property of L2 Consulting LLC. and ABCloudz shall retain no ownership, interest, and rights (including intellectual property rights) therein after such work products were accepted and paid for in full measure by L2 Consulting LLC. Upon termination of this Statement of Work by ABCloudz in case L2 Consulting LLC. defaults his payment obligations set in paragraph 4.0 “Project cost and Timeline”, ABCloudz has the right to reserve ownership, interest and rights (including intellectual property rights) for all work products created in the framework of this Statement of Work. ABCloudz hereby conveys transfers and assigns to L2 Consulting LLC., work of authorship for all work products made in scope of this Statement of Work, and each such work shall be deemed to be a work for hire. From time to time upon L2 Consulting LLC.’s request, ABCloudz shall confirm such assignment by execution and delivery of such assignments or other written instruments as L2 Consulting LLC. may reasonably request. L2 Consulting LLC., its successors and assigns, shall have the right to obtain and hold in its or their own name(s) all copyright registrations and other evidence of rights that may be available for Deliverables and works of authorship under this Statement of Work Agreement. In addition, ABCloudz hereby conveys, transfers, and assigns to L2 Consulting LLC. all rights in and to any invention or discovery embodied in any deliverable created by ABCloudz for L2 Consulting LLC. hereunder.

1. 3.0 Miscellaneous

**Compensation and Payment Terms**.

Customer shall pay the standard hourly rate for the services set forth in this SOW. The fee shall be due NET 15 from invoicing. Any services provided by ABCloudz are billed on time and material basis, unless otherwise agreed to in writing. For avoidance of doubt, terms other than NET 15 (i.e. after delivery or fulfillment of a milestone) are for convenience only and do not alter that this a time and materials agreement and that ABCloudz may invoice you earlier in its sole discretion. ABCloudz reserves the right to increase the hourly charge on mutually agreed basis with fifteen (15) days written notice.

**Limitation of Liability**. In no event shall either party be liable for any indirect, incidental, special, consequential, reliance or cover damages, or damages for loss of profits, revenue, data or use, incurred by either party or any third party, whether in action in contract or tort, even if the other party or any other person has been advised of the possibility of such damages.  Neither party's aggregate liability for actual direct damages hereunder shall exceed the total amount of fees paid and/or due under the applicable Statement of Work.

**Non-Enticement.** During the term of this contract and for a period of three (3) year following the termination of the relationship between ABCloudz and L2 Consulting LLC., neither party shall, directly or indirectly, whether individually for its own account or for or with any other person, corporation, partnership, joint venture, or other entity whatsoever, solicit, hire, or endeavor to entice away from the other party any person who is employed or engaged by the other party in any managerial, technical, professional or advisory role, without the express written consent of the other party.

**Disclaimer**. ALL WORK PERFORMED, SERVICES, PRODUCTS, SOFTWARE AND/ OR ANY OTHER MATERIALS ARE PROVIDED AND/OR SOLD “AS IS” WITHOUT ANY WARRANTY, EXPRESS OR IMPLIED, OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF INTELLECTUAL PROPERTY. ABCLOUDZ DOES NOT AND CANNOT GUARANTEE OR WARRANT THAT FILES ON YOUR COMPUTERS AND SERVERS WILL BE FREE FROM VIRUSES, WORMS, TROJAN HORSES OR OTHER CODE THAT CONTAINS CONTAMINATING OR DESTRUCTIVE PROPERTIES.

**Changes Request.** L2 Consulting LLC. may request the reasonable changes be made to the project scope and tasks within the current Statement of Work by written notice to ABCloudz. If the proposed change will require a delay in delivery of the project or would result in additional expense, ABCloudz shall submit a proposal for the requested changes, detailing any additional time and budget, and L2 Consulting LLC. may elect to either withdraw its proposed change, or agree to proceed with implementation of a such change request.

If the L2 Consulting LLC. requests to proceed with implementation of change request, ABCloudz will use its best efforts to implement the requested change according to the estimate of additional time prepared by the ABCloudz and mutually agreed with the customer.

**Deliverables Acceptance.** L2 Consulting LLC. shall have 7 business days from the date of delivery the build to inspect, test and evaluate it and to determine whether the application satisfies the acceptance criteria in accordance with the requirements set in the SOW and procedures set in EXHIBIT A, or as established by development team and approved by the customer prior to testing.

If the application developed by ABCloudz in terms the given SOW agreement does not satisfy the acceptance criteria, L2 Consulting LLC. shall give ABCloudz team written notice stating why the application is unacceptable. ABCloudz shall have 7 business days from the receipt of such notice to correct the deficiencies. L2 Consulting LLC. shall then have 7 business days to inspect, test and evaluate the application. If the application still does not satisfy the acceptance criteria set in EXHIBIT A, L2 Consulting LLC. shall have the option of repeating the procedure set forth above one more time.

If L2 Consulting LLC. does not give written notice to ABCloudz within the initial 7 business days of inspection, testing and evaluation period or any extension of that period, that the web application does not satisfy the acceptance criteria, ABCloudz team shall be deemed to have accepted the application upon expiration of such period.

In the event that L2 Consulting LLC. reports issues beyond the 2nd acceptance review iteration, such issues shall be addressed separately and in accordance with the terms of the agreement.

**Governing Law.** This Agreement shall be governed by the internal laws of the State of Washington. Any legal action or proceeding relating to this Agreement shall be instituted in a state or federal court in King County, Washington. Each party agrees to submit to the jurisdiction of, and agree that venue is proper in, said courts.

1. 4.0 Project Cost and Timeline

ABCloudz is proposing for L2 Consulting LLC. to maintain and update Phenom app based on Time & Materials model for Mobile and Server-side Development, Business Analysis, Project Management, Quality Assurance.

Before the start of each iteration, the scope of work will be estimated and provided to the Customer for review and approval.

**Payment terms:**

* Initial deposit ($3,000) is required to start working on the project;
* Client will be invoiced in the end of each month based on actual time spent on the project;
* ABCloudz will try to not to exceed a monthly budget of **$2,700** (60 hours/points × $45 per point), however if more efforts are needed, it will be discussed and approved with L2 Consulting LLC.
* Unless otherwise specified in the invoice, payments are due within 15 work days from the date of the invoice.

ABCloudz team is ready to start working on the project immediately and can provide additional resources if required.

In case when client require changing scope of work ABCloudz can update project cost and timeline of delivery.

1. 5.0 Assumptions

* ABCloudz team will work closely with L2 Consulting LLC. Any changes to the requirements will be provided by Lenval G. Logan and discussed with the ABCloudz team to ensure the feasibility and implementation.
* ABCloudz will do project management and implementation of work on this project in its own development centers in Eastern Europe and the management supervision will be done from the ABCloudz office in Redmond, WA.

**6.0** **About** **ABCloudz**

* ABCloudz is a global products and services technology company that has been helping customers to “Manage Data and Application Anywhere” by delivering expert data management and mobile and web software development services since 2002.
* With close to 250 employees in 4 offices in US and Europe, ABCloudz is fully committed to delivering successful database and software development solutions for Clients worldwide based on the highest standards.
* More information about ABCloudz portfolio and company profile can be found on Company’s social media space:

[DBBest on Facebook](https://www.facebook.com/ABCloudZ/) [DBBest on Twitter](https://twitter.com/abcloudz)[DBBest on Youtube](https://www.youtube.com/channel/UC1txWU757jh7vMv3n3exChA)[DBBest on Linkedin](https://www.linkedin.com/company/abcloudz/)

Examples of applications developed by ABCloudZ include: <https://apps.abcloudz.com/>

1. EXHIBIT A

**Quality Assurance.** Testing of the implemented features will be carried out after each milestone completion; the full testing of the application will be performed after the project development is completed. Acceptance criteria is described below.

During the development process the intermediate development results will be provided to the customer along with the results of each milestone functionality that is implemented. The product quality requirements and the test documentation will be different depending on the type of build.

**Build types and quality requirements.**

***1) Progress build*** is a build that shows the current development progress. On the functional side, this build contains some of the functionality that should be implemented in the nearest milestone.

**Acceptance Criteria.** The Progress build must meet the below criteria before delivering to the customer:

* The build must be stable;
* The implemented features of the build should not contain critical bugs;
* It should be possible to execute a positive main scenario prepared by ABCloudz;

**Test Deliverables:**

* The list of the features implemented within the progress build;
* The Main scenario (Demo Scenario) for new features with the testing status;
* The list of known issues for the implemented features.

***2) Milestone build*** is aresult of the corresponding milestone functionality completion. On the functional side, this build contains the functionality that is described in the SOW.

**Acceptance Criteria.** The Milestone build must meet the criteria below before delivering to the customer:

* The build must be stable;
* The set of features implemented within the current build should not contain bugs of high and medium severity. It is acceptable to contain low severity bugs in such build;
* The features should be implemented in accordance with the requirements set in the current SOW.

**Test Deliverables:**

* The list of features that have been implemented within the milestone;
* The Main scenario for the implemented features with the testing status;
* The Checklist for implemented features with the testing status;
* The list of known issues for the implemented features.

***3) Release Candidate*** is a build containing the whole functionality of application discussed and approved by both L2 Consulting LLC. and ABCloudz within the terms of this SOW. This build is at the stage of polishing.

**Acceptance Criteria.** The Release Candidate build must meet the criteria below before delivering to the customer:

* The build must pass all the declared types of testing, including regression testing;
* All features must be implemented in accordance with the requirements set in the SOW;
* The list of issues will be discussed with the customer for understanding issue priority which should be fixed before release;
* The whole functionality of the application must be implemented.

**Test Deliverables:**

* The full Main scenario for all features with the testing status;
* The Checklist for all features with the testing status;
* The list of known issues for discussion with the customer;
* Compatibility Matrix with the list of devices and browsers used for testing.

***4) Release*** is a final build containing the whole functionality of application discussed and approved by both L2 Consulting LLC. and ABCloudz within the terms of this SOW. This build is checked by the customer and full regression testing is already finished after the last bug fixing.

**Acceptance Criteria.** The Release build must meet the criteria below before the product can be delivered to the customer:

* The build must pass regression testing;
* All features must be implemented in accordance with the requirements set in the SOW;
* Implemented features of the build should not contain any significant bugs.

However, any bugs of low severity which are discussed and agreed with customer on the previous stage, can be present;

* The whole functionality of the application must be implemented.

**Test Deliverables:**

* The full Main scenario for all features with the testing status;
* The Checklist for all features with the testing status;
* The list of known issues for discussion with the customer;
* Compatibility Matrix with the list of devices and browsers used for testing.

Bug severity descriptions are referenced below.

To increase the testing quality, ABCloudz recommends providing checklists and main scenarios for the customer’s approval.

Bug severity definition:

1. **Critical:** A defect can be considered critical if it has a direct impact on the essential functionalities of a software product or its large-scale functionality. And there are no acceptable alternative methods to achieve required results. No workaround.
2. **High:** Defects, which are responsible for affecting the main functions of a software product. Although, they may not cause a complete system failure, they can still impact several critical functions. However, an acceptable alternative method exists to achieve required results.
3. **Medium:** These defects produce less impact and have no significant influence on a software product. The results of these defects are visible in the operation of the product. However, it does not prevent users from executing the task. The task can be carried out using some other alternative.
4. **Low:** These types of defects have no impact on the operation of a product. A minor or cosmetic defect that has acceptable workarounds to achieve required results.

**ABCloudz, Inc. L2 Consulting, LLC.**

**Lenval G. Logan**

By: By: \_\_

Print Name: \_\_\_\_\_\_\_\_ \_\_\_\_\_\_ Print Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_ Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_