

**EXHIBIT A**  
**Independent Contractor Services Agreement**  
**Statement of Work Form**

**STATEMENT OF WORK No. FWW/2013/SOW015 – Extension 1**

This Statement of Work Number **FWW/2013/SOW015 - Extension 1** is issued pursuant to the Independent Contractor Services Agreement dated as of **6<sup>th</sup> May 2013** (the "Agreement") between **Integrity Technosys Pvt. Ltd.** ("Contractor"), and **Fulcrum Worldwide Software Pvt. Ltd.** ("THE Company"). This Statement of Work issued under the Agreement hereby incorporates the terms and conditions of the Agreement.

**1. Effective Date of Statement of Work.**

This Extension against the initial Statement of Work effective as of **6<sup>th</sup> May 2013** to **6<sup>th</sup> August 2013** shall continue until **6<sup>th</sup> September 2013** or terminated in accordance with the termination provision set forth in section 7 of the Agreement.

**2. Services to be performed.**

- This assignment is for "**Infra Support**".
- **Abhimanyu Raut** - (Contractor's Resource) who is proficient with Infra Support will work with Company's Project Manager & Company's team to understand functional & technical requirements.
- Contractor's Resource will report to Company's Project Manager – Suresh Sharma ("Suresh") from offshore.
- Contractor's Resource would need to work from Company's office in Pune during this assignment.
- All Hardware, software and networking support is included in this project and no exclusions to this are applicable unless agreed between The Contractor and The Company in writing.

**3. Compensation**

Method: [check one]



Time and Materials Basis:

**Abhimanyu Raut – 6<sup>th</sup> May 2013 to 6<sup>th</sup> August 2013**

**Extension 1 – 7<sup>th</sup> August 2013 to 6<sup>th</sup> September 2013**

- INR 15,000 + taxes / man month



Fixed Price Basis.



Other Basis.

**4. Invoicing & Payments.**

- Contractor shall be paid, in accordance with details mentioned section 3, for each approved Day / Month worked
- Company / Company Representatives at site will approve proportionately the Day / Month of work / services done by Contractor's Resource
- Contractor will submit invoices for payment on a monthly basis at [invoices@fulcrumww.com](mailto:invoices@fulcrumww.com).
- Contractor's invoice should have the Contractor's Resource name & the assignment mentioned in the invoice. Contractor's invoice shall have attached a copy of the verified & approved time sheets by Company Representative. The invoices will not be processed unless the above is adhered to.
- The Company will pay the undisputed invoice amounts after 30 days of the Company receiving the invoice from the Contractor.

**5. Other Information**

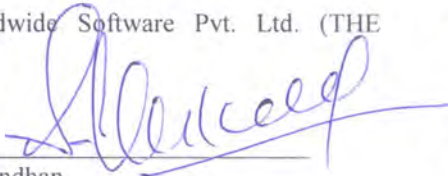
- This SOW may be terminated by The Company at any time by giving 2 weeks written notice to Contractor, or immediately for cause, including but not limited to a violation of one of the covenants of the Agreement.
- Contractor & Contractor Resource undertakes to ensure a level of security appropriate to the nature of the data to be protected and the harm that might result from any unauthorized or unlawful processing or

accidental loss, destruction of or damage to any such personal data and shall comply with any of Company's instructions in relation to the collection, processing and disposal of any personal data.

- The Contractor's Resource hereby assigns to the Company by way of future assignment all copyright, design right and other proprietary rights (if any) for the full terms thereof throughout the world in respect of all copyright works and designs originated, conceived, written or made by the Contractor's Resource (except only those works or designs originated, conceived, written or made by the Contractor's Resource wholly outside their working time which are wholly unconnected with their appointment) during the period of their appointment by the Client.
- Contractor realizes Company may disclose to Contractor's Resource confidential information related to the business processes, apparatus, products, researches, research programs or any and all other information considered proprietary in nature. In consideration of the terms of the Agreement, Contractor agrees that any confidential information, including but not limited to, written embodiment thereof, is the property of Company and is to be held by Contractor's Resource in trust solely for Company's benefit and shall not be used or disclosed to others either during or after termination of the agreement.
- Confidential Information includes, without limitation, confidential or secret information relating to the Company's customers, suppliers, business ideas, business methods, prices, marketing initiatives, development plans, computer systems and software, know-how or other matters connected with the services provided by the Company recorded or stored in whatever form, including but not limited to lists, databases, floppy disks, and mobile telephone records. Also, materials deemed to contain confidential information that is in the possession of Contractor's Resource including copies, note extracts, etc. of any kind are to be returned to Company.
- In case of any planned or unplanned leave during these **5 weeks** (or till completion of this assignment – whichever is earlier) the contractor would provide a back-up resource to The Company within 24 hours. This is to ensure that there is no slippage of deliverables and schedule.
- In case of any leaves to be availed by contractor, a written/e-mail confirmation from Company / Company Rep is required. Working over weekend or staying late would either compensate the activities or tasks, which remain incomplete on such day. This is to avoid any schedule slippage. This option will be considered only in case of delayed onboarding of replacement resource, which is discussed and agreed by The Company & The Contractor). And such compensatory activity will not be charged back by Contractor to The Company.
- The knowledge transfer during such instances would be Contractor's responsibility and no additional charge will be applicable against the same.
- The Contractor resource is required to keep the Company project manager updated about any project related activity, leaves (at least 2 weeks in advance in case of any planned leave).
- The Contractor/ Contractor Representative and Company/ Company Rep will have weekly touch point to review contractor resource performance, improvements, issues/challenges to ensure further benefit to project.

Agreed to and accepted by:

Fulcrum Worldwide Software Pvt. Ltd. (THE COMPANY)

By:   
 Name: S. Mukundhan  
 Title: CFO  
 Date: \_\_\_\_\_

Integrity Technosys Pvt. Ltd. (THE CONTRACTOR)

By: \_\_\_\_\_  
 Name: Hemant Bharambe  
 Title: Director  
 Date: \_\_\_\_\_