

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

**STATEMENT OF WORK No. SO-6**

This Statement of Work Number **SO-6** is issued pursuant to the Independent Contractor Services Agreement dated as of February 21st, 2012 (the "Agreement") between iVision Software Pvt. Ltd. ("Contractor") and Fulcrum Worldwide Inc ("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 Statement of Work is effective as of October 3<sup>rd</sup> 2012 and shall continue until December 31<sup>st</sup> 2012 or terminated in accordance with the termination provision set forth in section 7 of the Agreement.

**2. Services to be performed.**

- This assignment is "Godrej Properties limited – Knowledge Management Portal".
- The scope of the engagement between The Company & Contractor is to assist The Company in developing the Company's client's Knowledge Management Portal using SharePoint, working in close coordination with Fulcrum team using waterfall development methods (multiple phase). Refer below for scope of modules covered for outsourcing of same. The website will be developed using SharePoint 2010
- Scope Overview  
 The KM Portal will consists of following Functionalities / Modules
  - Home Page
  - Search
  - Discussion forum
  - Documents Corner
  - Policy Management
  - Outlook Integration
  - Collaborative Space
  - E-Learning
  - Rewards and Recognition (KM based Contribution)
  - Wiki & Glossary
  - Linking to Public Chat
- **Full Blown Scope:**
  - Project Management – Project Management, Execution, Updates to plan/mpp on weekly basis, Status reporting, Handling Risk / Issues, Resource Management, Client interaction (thru Fulcrum team), other regular project management activities as per industry standards.
  - Technical Design – creation of High level design document covering the entire architecture/scope.
  - Wireframe – Discussion & Design finalization.
    - Build wireframes / JPG / HTML for pages with distinct layout or unique functionality and get a sign-off from GPL after review. This activity needs be done to the extent of covering approvals across the site from design/HTML perspective.
    - Wireframe discussion and finalization & next day review, sign-off, rework.
  - Home page
    - The home page of the portal will mainly have three sections  
 MS Outlook (embedded)  
 Search  
 Customizable right section
    - The top banner on the home page should be customizable and can be changed by the administrator as and when required. This banner can be changed based on different occasions, festivals etc
    - The customizable right section may have links to external websites, links to internal websites, news feed etc.
  - Search.
    - The "Search" functionality in this KM portal is required to be very comprehensive. The search functionality will allow a user to search the entire portal for documents/learning material, policy documents, discussion forums etc.
    - The search results should be very efficient and should show results that are very close to the search criteria. An advanced smart search should also be provided with filter criteria to provide a better user experience.
    - A global search is also required (this will run search on web) in case the user is not able to find anything related to his/her criteria within the KM Portal.
  - Discussion Forum
    - The KM portal will come with a feature which allows each and every user to create



discussion boards. These discussion boards will serve as a platform where users can seek guidance for their ongoing projects and at the same time provide valuable inputs or advice to users.

- Initially there will be no cap on the number of discussion board a user can create. Also a user can reply to any number of discussion boards. A discussion board can be deleted only by the user who creates it.
- Documents Corner
  - The documents corner will facilitate document sharing and will provide a common platform to all the users of the portal to share and access valuable documents.
  - A user can upload documents in the document repository and also access/download documents from the document repository.
  - The documents corner will come with a predefined folder structure wherein each department within GPL has a separate folder.
  - Any user trying to upload or access any document will be able to locate the folder for his/her department, allowing easy and quick usage of the documents corner.
  - Documents once uploaded can be edited /deleted only by the person who uploaded it.
- Policy Management
  - Policy management will hold all the necessary forms and policies practiced in the organization. The documents can be categorized as per the different departments such as HR, Marketing, Sales, etc.
  - These policies and forms will be stored as documents and can be accessed by any user having access to KM Portal. A portal admin will be responsible for uploading the documents in the policy management section.
  - Also the administrator will have the rights to edit /delete the documents present under the policy management section.
- Outlook Integration
  - KM Portal will be integrated with MS Outlook which will help the users to create resources for team collaboration and then connect them to Outlook so that team members can collaborate with them via Outlook.
  - Because of this connectivity, they can stay in the familiar environment of Outlook and yet work directly on KM Portal resources.
- Collaborative Space
  - The collaborative space will hold documents as in the documents corner but will also come with a facility of creating user groups in order to allow limited access to some documents.
  - The collaborative space will also have a feature wherein a task or project will be divided into phases and the ownership of each phase is allocated to dedicated persons. This feature will also have a task status, resource responsible to complete it and a start & end date.
  - This will allow streamlining a task or project which ultimately will translate into better project management.
  - The admin user will be responsible for creating a task and assigning ownership to resources. The resource responsible for completing a task will get an email stating that a task has been allocated to him. Subsequently an email will be triggered to the task creator once a particular task has been completed.
- E-Learning
  - E- learning module will hold links to external as well as internal documents /videos which a user can access using the KM Portal.
  - The links to videos will take the user to respective videos hosted by respective sites/repository. Videos will not be streamed within the KM Portal.
  - The E-learning module will hold links to documents, internal and external videos and/or training material.
- Rewards and Recognition
  - This system will allow users to rate a particular document based on its usefulness.
  - Every document will have an author and the Portal will eventually be able to calculate the cumulative rating obtained by different authors over a specific period of time.
  - These ratings will then be used by GPL management to reward and recognize the contribution done to the KM Portal by its users.
- Glossary
  - The KM portal will have a WIKI Glossary section which will hold information on the documents available on the Portal.
  - The WIKI Glossary section may also link to a document present in the Portal to which a user can jump directly to, after obtaining the basic information from the WIKI Glossary.
- Testing /Bug Fixing
  - Testing of KM Portal and making sure that all the modules conform to the client's requirements. Fixing defects detected during testing.



- UAT Support
  - Provide complete support to successfully carry out the UAT. Resolving any issues arising during Client UAT phase.
- Deployment
  - Deployment of the website at the client location in their environment and resolving/fixing issues detected during deployment
  - Interacting with Client network team during the deployment process.
- Post GO Live Support
- Contractor's Resources who are proficient with SharePoint development / UI Designing will work with Company's Project Manager & Company's Business Analysis team to understand functional & technical requirements and implement the requirements as per the specs shared by the client which is not limited to the out of box functionality but also includes any custom development where ever it is required.
- Contractor's Resources would work from Contractors office in Pune during this assignment and periodically update Company's Project Manager about the project development status. A close coordination is required to be done between the Contractor's Project Manager & Fulcrum team.
- Contractor's team will work from client location (Fort/Vikhroli Mumbai) as and when required in order to be on schedule and maintain the quality of product.
- Assignment requires involvement & joint Responsibility for UI / UX to have minimum changes after presentation meeting. No changes after presentation to be taken as CR until The Company receive it as CR.
- This assignment may require Contractor's Resources to travel to Mumbai for requirements & deployment if any. No separate charges shall apply for the same.
- Delivery time lines commitment to be met. This may require availability at late/weekend working hrs.
- No Performance Issues shall be tolerated.
- Copyright of source code will be borne by Company's Client.
- Internal review list & test results to be shared by Contractor with the Company.
- In case of defects observed during code review and testing phases (integration, UAT), the contractor team is required to fix the defects on priority to ensure no schedule slippage. The additional time spent on fixing the defects will not qualify for overtime charges or any additional cost at this time.
- It is assumed that the contractors are technically proficient in the implementation of the SharePoint based solutions so there is no special provision included for any R & D activity or POC activity for implementing the features and the requirements.
- All the deliverables from Contractor's Resources covering the scope of work will be submitted to Company's internal team and then to Company's Client. Once the deliverables are signed off by both Company's team and Company's Client; then only it will be termed as complete.
- Contractor will provide warranty for a period of 30 days from the date of project completion (Project Completion being the date when last Phase production code within the scope of this engagement is delivered by Contractor to Company or end of 4 weeks of Contractor's engagement with Company on this project as applicable) or Project Final Go Live whichever is later. This warranty will be applicable only for the defects within the agreed functional scope. The warranty does not cover Change Request (CR) discovery after code implementation and future scalability, which are not covered in the original scope agreed between Company and Contractor

### DELIVERABLES

- Weekly Status report, Weekly updated mpp.
- Design and HTML, as required to get client approval and avoid rework later.
- Unit tested, reviewed Code to cover the requirements mentioned above or discussed during scrum calls. Unit Test results are mandatory.
- Design document (if any) describing changes done to the existing code. This will be needed after the code development is completed. This will need to be updated if there are any changes done as part of the bug fixing.
- Internal review list & test results to be shared.
- Contractor's Resources will need to complete handover formalities (documentation, code-walkthrough, code setup document etc.) on or before release from project.

1.

### Compensation

Method: *[check one]*

☐

Time and Materials Basis.

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Fixed Price Basis:

US\$ Equivalent of Rs 4,30,000/- inclusive of all expenses.

☐

Other Basis.



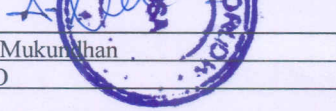
## 2. Invoicing & Payments.

- Contractor shall be paid, in accordance with details mentioned section 3.
- Company / Company Representatives will approve the deliverables against the services performed by Contractor's Resources
- Contractor will submit the invoice for payment once a formal signoff is received from the Company's Project Manager confirming the deliverables and project closure at [invoices@fulcrumww.com](mailto:invoices@fulcrumww.com). Contractor's invoice shall have attached the formal signoff from the Company's Project Manager.
- The Company will pay the undisputed invoice amounts after 30 days of the Company receiving the invoice from the Contractor.

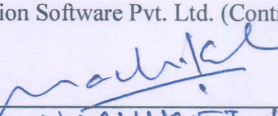
## 3. Other Information

- 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 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 (COMPANY)

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

iVision Software Pvt. Ltd. (Contractor)

By:   
Name: NACHIKET L. L.  
Title: MANAGER - OPERATIONS  
Date: \_\_\_\_\_