

EXHIBIT A
Independent Contractor Services Agreement
Statement of Work Form

STATEMENT OF WORK No. SO-04

This Statement of Work Number SO-04 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 May 31st, 2012 and shall continue until June 29th, 2012 or terminated in accordance with the termination provision set forth in section 7 of the Agreement. If required, this SOW would be extended to the next phase with the necessary extension of SOW.

2. Services to be performed.

- This assignment is "C&F – SP2010 Jumpstart Phase-II". Below is the scope of this engagement:
- Devendra Phadnis (Contractor's Resource) who is assumed to be proficient with SP 2010 skills (Based on telephonic discussion) will work with Company's Project Manager & Company's development team to understand functional & technical requirements. Contractor's Resource will report to Company's Engagement Manager –Digant Shah and Company's Project Manager Parag Mahadik from onsite and Deependra Gupta (Deependra), Nirav Sanghvi ("Nirav") & Bipin Dave (Bipin) from On/offshore.
- Contractor's Resource would need to work from the Company's office in Pune Maharashtra, India during this assignment.
- Contractor's Resource will be provided the environment and projects access in the Company's office in Pune Maharashtra, India. Company will provide the licenses needed as per the current code setup.
- The scope of the engagement between The Company & Contractor is to assist The Company in developing the Company's client's Assessment of below mentioned points as an extension to the activities performed in first phase of this engagement. This engagement is intended to study and analyze below mentioned identified areas from Company's Clients and present report specific to these areas pertaining to client's implementation or roadmap. Also it is required to present a small proof-of-concept for each identified area as mentioned below.
 - Team Foundation Server
 - Shared Drives
 - MFX
 - Lotus
- Best Practices Recommendation for seamless integration/migration.
- Conduct meetings to understand and analyze nature of current setup and to recommend ideal strategy of migration in context to C&F infrastructure.
- Contractor's Resource agrees to perform its services diligently and to use its best efforts to meet the needs and requirements of The Company.
- Contractor's Resource will participate in daily meetings and stand up calls for monitoring the project progress.
- Contractor's Resource will have to escalate any issues related to the activity to Company's Engagement/ Project Manager in no more than 2 HRS if they will hamper the agreed timeline of the activity.
- All the deliverables from Contractor's Resource 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's Resource will have to send regular status reports of the work completed against the activity assigned to them by Company's Project Manager & enter the hours spent in either FL EPM or PTS tool.
- Contractor's Resource will submit weekly timesheet to Company's Project Manager in the format specified by Company's Client along with EPM submission
- Contractor's Resource will have to follow all the processes set by Company's Project Manager which are also followed by rest of the team.
- The essential coding standards, check list review mechanism, peer review etc is expected to be followed up by the Contractor to ensure quality code delivery.
- Contractor will provide warranty for a period of 30 days from the date of project completion (Project Completion being the date when last activity 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). 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

- 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.
- Contractor will provide crash course training to Company Resources on activities performed along with all credentials and artifacts created during this engagement.

DELIVERABLES

- Proof-of-Concept along with Detailed document specific to Company's client TFS (Team Foundation Server)
- Proof-of-Concept along with Detailed document specific to Company's client Data Store
- Proof-of-Concept along with Detailed document specific to Company's client MFX
- Proof-of-Concept along with Detailed document specific to Company's client identified Lotus DB
- Contractor's Resources will need to complete handover formalities (documentation, code-walkthrough, code setup document etc.) on or before release from project.

3. Compensation

Method: *[check one]*

☒ Time and Materials Basis.

Devendra Phadnis – May 31st 2012 to June 29th 2012

- Cost Estimate: \$ 144 / man day (\$ 18 / hour)

☐ 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 Resources
- Contractor will submit invoices for payment on a monthly basis. Contractor's invoice shall have attached a copy of the verified & approved time sheets.
- Invoices can be submitted via Email to the Company / Company Representative
- The Company will pay the undisputed invoice amounts after 30 days of the Company receiving the invoice from the Contractor. Invoices will include the following information:
 - Name of Contractor's Resources
 - Appropriate month indicated
 - Days worked during invoice period
 - Amount Owed

5. Other Information

- In case of any planned or unplanned leave during these 4 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 on boarding 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 Inc (THE COMPANY)

By: _____

Name: S. Mukundhan

Title: CFO

Date: _____

iVision Software Pvt. Ltd. (Contractor)

By: _____

Name: NACHIKET L.

Title: MANAGER - OPERATIONS

Date: _____

