

EXHIBIT A
Independent Contractor Services Agreement
Statement of Work Form

STATEMENT OF WORK No. SO-12 - Extension

This **Statement of Work Number SO-12 - Extension** is issued pursuant to the Independent Contractor Services Agreement dated as of October 1st, 2010 (the "Agreement") between Attune Infocom Private Ltd ("The 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 Extension against the initial Statement of Work effective as of **October 16th, 2012 to January 11th, 2013** shall continue until **February 7th, 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 "**CMS Migration for Sony India**".
- The scope of the engagement between The Company & Contractor is to assist The Company in migrating the Company's client's existing CMS.
- Project Scope is as following :
 - Business Requirements:**
 - Analyze the existing CMS and NON CMS database.
 - Map the database with Drupal 7 database.
 - Determine priority of requirements.
 - Create a migration plan.
 - Highlight risks and provide mitigation plan / strategy.
 - Drupal Migration:**
 - Drupal 7 Theme creation.
 - Content Migration.
 - Configuring modules – as needed.
 - Linking of contents/navigation.
 - Unit Testing of the migrated website.
- Firoz Sabaliya and Siddiq Mansoor (Contractor's Resources) who is proficient with Drupal 7, HTML, CSS, JavaScript and CMS Migration features skills will work with Company's Project Manager & Company's development team to understand functional & technical requirements.
- Contractor's Resources will report to Company's Project Manager – Anirban Nandi ("Anirban") from offshore.
- Firoz Sabaliya would need to work from Company's office in Pune and Siddiq Mansoor would need to work from Contractor's office in Ahmedabad during the course of this assignment.
- Contractor's Resources will be provided the environment and projects access wherever required.
- Company will provide the licenses needed as per the current code setup.
- Contractor's Resources agrees to perform its services diligently and to use its best efforts to meet the needs and requirements of The Company.
- Contractor's Resources will involve Fulcrum's team member in each and every client call pertaining to this project.
- Contractor's Resources will participate in daily meetings and stand up calls for monitoring the project progress.
- Contractor's Resources will have to escalate any issues related to the activity to Company's Project Manager in no more than 2 HRS if they will hamper the agreed timeline of the activity.
- 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's Resources 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 Resources will have to follow all the processes set by 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.

- 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 warranty for a period of 30 days from the date of project completion (Project Completion being the date when last Scrum 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). This warranty will be applicable only for the defects within the agreed functional scope delivered by Contractor's resources. 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.
- Contractor will provide crash course training to Contractor Resources on Agile / Sprints / Scrum.

DELIVERABLES

- 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.
- 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:

- **Firoz Sabaliya** - October 16th, 2012 to January 11th, 2013.
- Extension – 1 – January 14th 2013 to February 7th, 2013.
 - USD \$ Equivalent of Rs. 87,500 / man month inclusive of all expenses while he is working from Company's Pune office
 - USD \$ Equivalent of Rs. 62,500 / man month inclusive of all expenses while he is working from Contractor's office.
- **Siddiq Mansoor** - October 16th, 2012 to January 11th, 2013.
- Extension – 1 – January 14th 2013 to February 7th, 2013.
 - USD \$ Equivalent of Rs. 62,500 / man month inclusive of all expenses while he is working from Contractor's office.



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 at invoices@fulcrumww.com. Contractor's invoice shall have attached a copy of the verified & approved time sheets by Company Representative. 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 Resources 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 Resources (except only those works or designs originated, conceived, written or made by the Contractor's Resources 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 Resources 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 Resources including copies, note extracts, etc. of any kind are to be returned to Company.
- 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 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 Pvt. Ltd. (The Company)

By: _____
 Name: S. Mukundhan
 Title: CFO
 Date: _____



Attune Infocom Private Ltd (The Contractor)

By: _____
 Name: _____
 Title: _____
 Date: _____