

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

**STATEMENT OF WORK No. SO-06**

This Statement of Work Number SO-06 is issued pursuant to the Independent Contractor Services Agreement dated as of November 30<sup>th</sup>, 2011 (the "Agreement") between Astrika Infotech 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.

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

This Statement of Work is effective as of November 20<sup>th</sup>, 2012 and shall continue until January 1st, 2013 or terminated in accordance with the termination provision set forth in section 7.

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**2. Services to be performed.**

- This assignment is "Harper Collins –Upload / Download feature of Templates".
- The scope of the engagement between The Company & Contractor is to assist The Company in developing the Company's client's Templates Uploading and Downloading feature using Flex, working in close coordination with The Company's team using waterfall development methods. Refer below for scope of tasks covered for outsourcing of same.
- Requirement understanding, getting latest code base from the Company's client.
- Develop and unit test following Import work with 4 screens in Flex.
- Screen to download the template.
- Screen to upload the template file with data.
- Screen showing status of uploading of the file, with Refresh button. (Not real time status).
- Screen showing list of the import performed by that User.(My Data Screen)
- Document describing the all changes made to Flex code after the development is completed.
- Contractor Resources will need to commit the code before 5 p.m. on daily basis in the Company's SVN. The code should not have any compile errors.
- Company's QA Team will do the system integration testing in the second week of project. Any defects caused by Flex changes will need to be fixed by Contractor's resources. In case of critical issue or inability to reproduce them remotely, Company's team will need the Contractor's resource to be onsite on one day's notice.
- Contractor's resources would be available to fix UAT defects and also provide necessary support for deployments etc during UAT phase.
- Contractor's resources would need to be onsite to provide support for any deployment issues related to Flex.
- .Net services are ready to be consumed in Flex code. If there are any discrepancies found during development they should be communicated to The Company's team immediately. The Company's team will work with the Company's Client team to make necessary changes in the services as soon as possible.
- Any conflict in code or schedule should be brought to The Company's team's attention immediately.
- Coding standards followed should be in-line with the existing code structure.
- Company will provide the licenses needed as per the current code setup but Contractor Resources will need to get their laptops.
- Company will setup Company's Client provided .Net code and provide overall project management support including Company's Client communications, escalations etc.
- Company's project manager will decide further on daily and weekly communication required for this project for status check as well as planning purposes.
- 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 development of Flex 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**

- Unit tested Flex code to cover the requirements mentioned above
- Design document 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 etc.)

### **3. Compensation**

Method: [check one]

- ☐ Time and Materials Basis.

☒ Fixed Price Basis.

**Total Amount: US\$ 2992/- inclusive of all expenses.**

☐ Other Basis.

### **4. 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.

### **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.





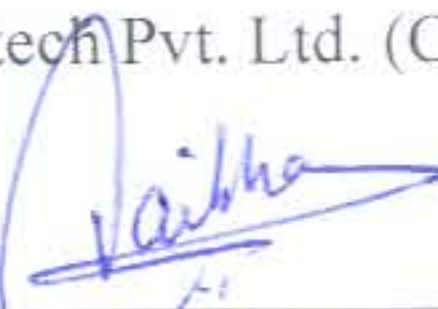
- The Contractor's Resource hereby assigns to the Company by way of future assignment all copyright, design right and other proprietary rights (if any) for the full terms thereof throughout the world in respect of all copyright works and designs originated, conceived, written or made by the Contractor's 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 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 Inc (THE COMPANY)

By:   
Name: S. Mukundhan  
Title: CFO  
Date: November 07<sup>th</sup>, 2012



Astrika Infotech Pvt. Ltd. (Contractor)

By:   
Name: Vaibhav Karyalkar  
Title: MD  
Date: 07 Dec 2012