

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

**STATEMENT OF WORK No. SO-09**

This Statement of Work Number **SO-09** is issued pursuant to the Independent Contractor Services Agreement dated as of November 18<sup>th</sup>, 2011 (the "Agreement") between FINE IT Solutions Private 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 April 30<sup>th</sup> 2012 and shall continue until September 30<sup>th</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 iPad Snagging app development". The project shall be executed in two parts PoC & Full blown development version.
- The scope of the engagement between The Company & Contractor is to assist The Company in developing the Company's client's iPad App using Titanium, working in close coordination with Fulcrum development team using agile development methods. Refer below for scope of modules covered for outsourcing of same.
- **PoC Scope:**
  - Project Metadata & Blue Print Download on iPad. Project Metadata to be pulled from Salesforce CRM (SFDC).
  - Add/Edit/Delete/Resolve Snags on blueprints on iPad and check with image zoom.
  - Camera Integration for capturing picture of Snags.
  - Sync the Snags (annotations) and reload and check the correctness of the snag locations.
  - Help to verify the Snags on Web UI for correct display.
  - **Digital Signing\* and Snag Maps** will be considered as part of PoC.
  - Add SFDC Case Generation for Customer's Snag.
  - Send 02 Email notification
    - On completion send pdf attachment of inspection sheet.
    - Due date notification reminder.
  - Current POC to support only Landscape mode orientation & confined to iPad Device only
- **Full Blown Version Scope:**
  - Wireframe - Discussion & Design finalization.
    - We will build wireframes and get a sign-off from GP after review.
    - Wireframe discussion and finalization & next day review, sign-off, rework.
  - Web Service Definitions & implementation
    - These will be built from .net end(fulcrum scope) and will be tested & utilized via iPad
  - Flat Selection UI, Restoring data
    - Flat/Unit selection UI (selects project, tower, flat)
    - Project & Data saved snag reports will be downloaded for local use
    - This will restore the snag report along with associated data like PDF, Snag Maps (with annotations & pictures).
    - Log in UI / Role based access for 3 work flows.
  - Snag Reporting Module
    - Snag report inputs with categories from SFDC for 3 workflows
    - This is input forms which, users will fill up & sign with their observations about snags
  - Snag Maps
    - Add/Edit/Delete/Resolve/Move Snags on blueprint using touch gestures
    - Copy/Paste Snags will duplicate dropdowns connected textbox, due date etc
    - Snag picture capture using iPad camera
  - Saving Data & PDF Creation
    - Snag reports will be saved locally along with snag inputs, snag maps (with annotations), snag picture & other related data
    - A PDF will be created & saved locally
  - Touch Signature
    - Allows user to sign Snag Report using finger touch
  - Data Sync module
    - Detect Internet availability & upload all data to web service when internet is available
- Contractor's Resources who are proficient with Titanium development will work with Company's Project Manager & Company's development 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 Contractor's 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 Dev team. Company's team shall provide the necessary Services to be consumed by the iPad App on a Public IP to the Contractor.
- Assignment requires involvement & joint Responsibility for UI / UX to have minimum changes after presentation meeting. Initial UX to be provided to the Company. 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 working hrs.
- iPad Device will be shared only during final build & deployment at customer end.
- No Performance Issues shall be tolerated.
- Developer License for app to be shared by The Contractor.
- 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 iPad App 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 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) or Project 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, 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:

- USD \$ Equivalent of Rs. 2,00,000/- inclusive of all expenses.

☐

Other Basis.

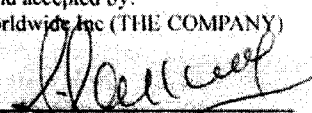
#### **2. Invoicing & Payments.**

- 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.

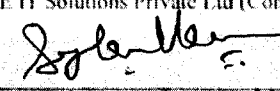
### 3. Other Information

- 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 (atleast 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: \_\_\_\_\_

FINE IT Solutions Private Ltd (Contractor)

By:   
Name: Shardul Kulkarni  
Title: Director  
Date: \_\_\_\_\_