

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

**STATEMENT OF WORK No. SO-02**

This Statement of Work Number SO-02 is issued pursuant to the Independent Contractor Services Agreement dated as of June 22<sup>nd</sup>, 2012 (the "Agreement") between VACLAR Technologies ("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 December 13th, 2012 and shall continue until January 31<sup>st</sup>, 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 "UWL Enhancements - Office 365 SharePoint development".
- The scope of the engagement between The Company & Contractor is to assist The Company in enhancing the Company's client's SharePoint portal solution in office 365, working alongside the current Company's SharePoint development team using agile development methods.
- Ajay Vadgama (Contractor's Resource) who is proficient with SharePoint Office 365 development skills development will work with Company's Project Manager & Company's development team to understand functional & technical requirements.
- Contractor's Resource will report to Company's Project Manager - Ravi Pinninty ("Ravi") from offshore.
- Contractor's Resource would need to work from Company's office in Pune during this assignment.
- Contractor's Resource will be provided the environment and projects access in Company's office in Pune.
- Company will provide the licenses needed as per the current code setup.
- 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 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 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 7 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.
- 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.

*[Handwritten signature]*





- 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 Resource 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:

- USD \$ Equivalent of Rs. 65,000/- man month inclusive of all expenses.

☐ 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 Resource.
- Contractor will submit invoices for payment on a monthly basis at [invoices@fulcrumww.com](mailto:invoices@fulcrumww.com).
- Contractor's invoice should have the Contractor's Resource name & the assignment name mentioned in the invoice. Contractor's invoice shall have attached a copy of the verified & approved time sheets by Company Representative. The invoices will not be processed unless the above is adhered to.
- 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 planned or unplanned leave during these 7 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 (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: 12<sup>th</sup> December 2012

VACLAR Technologies (Contractor)

By: 

Name: SNEHAL R. POPAT

Title: PARTNER

Date: 12<sup>th</sup> December 2012

