EXHIBIT A
Independent Contractor Services Agreement
Statement of Work Form

STATEMENT OF WORK No. SO-01

This Statement of Work Number SO-01 is issued pursuant to the Independent Contractor Services Agreement dated as of November 29th, 2010 (the "Agreement") between Lobaan Softwares Private Limited ("Contractor") and Fulcrum Logic Inc. ("THE COMPANY"). This Statement of Work issued under the Agreement hereby incorporates the terms and conditions of the Agreement.

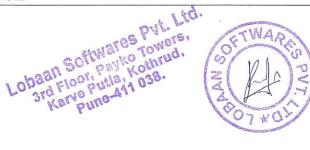**1.**   **Effective Date of Statement of Work.**

This Statement of Work is effective as of February 6th, 2012 and shall continue until April 6th, 2012 or terminated in accordance with the termination provision set forth in section 7 of the Agreement.

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2.   **Services to be performed.**

- Hemant Chitte (Contractor's resource) will work with Company project Manager & Company Tech Lead to understand and develop functional requirements. Contractor's resource will report to Company project Manager – Munir Shaikh ("Munir")
- Contractor's resource will be provided the environment and projects access (wherever required) in the Company Pune office.
- This assignment is "STB-WPF (Microsoft windows presentation foundation)". In addition to WPF, STB will use C# 4.0 and XML to best fit against the current application stack and system integration point. Contractor's resource will need to take up the requirement development, from usability, design applicability, scalability, and extendibility point of view.
- During this development Contractor's resource might have to either create a small PoC OR write pseudo logic Or create some algorithms which will support to achieve STB time line.
- Contractor's resource should follow guideline / coding standard provided to him, before starting any coding activities, there should be very less re-work activities, unless it is change from the Client.
- It is expected that development of assigned activities, should be fully completed considering unit testing of code & code commenting, which shall be used in future for "Help" generation.
- It is recommended that before starting daily activities fresh code from SVN should be taken and before end of the day all code should be compiled / builds properly, and code with issues / defects should not be checked-in.
- Contractor's resource will participate in daily status meetings, communicate to offshore-onsite if any issues, suggestions for daily activities.
- Contractor's resource will have to send daily status reports of the work completed against the activity assigned to him by Company Project Manager- Munir & enter the hours spent in either FL EPM or PTS tool.
- Contractor's resource will have to escalate any issues related to the activity to Company Project Lead in no more than 2 HRS if they will hamper the agreed timeline of the activity
- Contractor's resource would need to work from Company, Pune office during this assignment
- Contractor's resource will have to follow all the processes set by the Company Project lead which are also followed by rest of the assessment team.
- The working shift hours for the Contractor's resource would be 12:30 P.M. to 9:30 P.M. IST. (Weekdays)

DELIVERABLES

- Work on STB-WPF (Microsoft windows presentation foundation), C# 4.0 & XML.
- Code developed / artifacts or algorithm(s)
- Sample code / Pseudo Code / Demostratable PoC (Proof of Concept), code for some features/ Modules.
- Architecture Diagrams (.VSD) and PowerPoint Slides.
- Similarly as deliverables Contractor's resource will have to produce are – documentation (LLD if required), diagrams & PowerPoint slides (To be or recommended Architecture, Component integrations etc), day to day assigned sprint-wise modular code development.

- Warranty for a period of 30 days after the acceptance of the deliverables. Available for discussions with Company and client team during Assessment Summary document Review and also during the final Portal Strategy Presentation.

CONFIDENTIALITY

- Going forward any credentials provided by the client, to access remote machine (for either development / understanding or for deployment) should be kept confidential, and return those credentials to project manager, misuse of credentials in any manner shall be treated as legal / penalty action.

3. **Compensation**

Method: [*check one*]

☒ Time and Materials Basis.: USD 115 per day, including taxes and expenses.
☐ Fixed Price Basis.
☐ Other Basis.

4. **Invoicing & Payments**

A. The Contractor will raise monthly invoice. Company's designated Project Manager must approve the deliverables & hours before invoicing.

B. The Company will pay the undisputed invoice amounts after 30 days of the Company receiving the invoice from the Contractor.

5. **Other Information**

A. The Contractor's Tax Identification Number is_____.

Agreed to and accepted by:

Fulcrum Logic Inc (THE COMPANY)   Lobaan Softwares Pvt. Ltd. (Contractor)

By:_____   By:_____
Name: Ronald Roth   Name: *Rajat Panwar.*
Title: Director Sales   Title: *Director.*
Date: February 6th, 2012   Date: *21/02/2012*