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 **December 14th, 2012** (the "Agreement") between **Leap Front Infotech** ("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 14th, 2012** and shall continue until **February 28th, 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 Multi course development including Spring, Hibernate, LinQ C#, WPF, WCF, share point admin, share point development, OOAD with UML, configuration management SVN,
   - The scope of the engagement between The Company & Contractor is to assist The Company in developing the Company's client's multiple courses including Spring, Hibernate, LinQ C#, WPF, WCF, share point admin, share point development, OOAD with UML, configuration management SVN ..
   - Contractor's Resources would need to work from their office in Pune during this assignment..
   - 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 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 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.
   - Submission of incorrect, faulty or erroneous material will be subject to monetary penalties on the contract value. For removal of doubt, the following categories of errors will fall under the category of 'fatal errors' and will attract the provisions of the penalty clause
   - Inauthentic or invalid reference reading links in the instructional content
   - Incorrect definitions, explanation of concepts included in the instructional content
   - Exercises and Projects: All LU and Chapter level exercises must be aligned to the concept(s) being covered in the respective chapter or LU and must be suitably complex and challenging for the students. The following will constitute fatal errors

   a. Unclear and inappropriate instructions for the students, inadequate problem descriptions
   b. Solutions that are not aligned to the problem statement
   c. Solutions without explanatory comments on the correct way to apply concepts
   d. Solution code that does not follow coding conventions, including formatting and indentation

Provided that minor errors in the language or grammar of the content that are taken care of in routine content editing and review process shall not be considered as a fatal error or attract penalties.

Applicability of Penalty

Penalties shall be applicable based on severity levels. The following severity levels and applicable penalties are defined based on the fatal error categories described in this clause

Penalty Clause				
S.No	Fatal Error Description	Count	Severity	Applicable Penalty (maximum)
1	Incorrect definitions or explanations of concepts	If exceeding more than 5 errors/chapter	High	1.5% of individual course value
2	Inauthentic reference links	If exceeding more than 5 errors/chapter	Medium	1 % of individual course value
3	Solutions without explanatory comments on the correct way to apply concepts	If exceeding more than 8 errors/Chapter	Medium	1 % of individual course value
4	Incorrect Solutions to LU/ chapter/ Project exercises or Quiz questions	If exceeding more than 8 errors/Course	High	1.5% of individual course value

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DELIVERABLES

- Multi course development including Spring, Hibernate, LinQ C#, WPF, WCF, share point admin, share point development, OOAD with UML, configuration management SVN
- Story Boards with demo recording for each program illustrated in storyboard and theme project per course
- Unit Level Exercises – 5 each unit, each exercise is a set of question and solution files.
- LU Quiz Questions – 15 for each LU
- Chapter level Exercise – 5 per chapter along with test cases for each exercise
- End of Course Assessments - 40 Assessment Problems with test cases for each problem
- End of Course Quiz - 200 Quiz Questions
- 5 Project-(Caselet) per course
- Theme Project SRS Document per course

3.   **Compensation**
Method: [*check one*]
☐   Time and Materials Basis.
☒   Fixed Price Basis.
☐   Other Basis.

4. Invoicing & Payments.

- Contractor shall be paid after completion of each course.

	Cost
Hibernate	135625
Spring	200000
Lin Q	148000

- 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. 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

- The Company acknowledges that it will not approach Contractor's Resources with a view of Direct Employment or Engagement whether Permanent or Temporary with the Itself (Company) or any other individual, partnership, company or corporation for a period of six (6) months after the termination of initial period of Contract or any extensions there after
- 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 Resources 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 Resources 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 13 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.
- Each party shall for the duration of this Statement Of Work comply with the provisions of the UK Data Protection Act 1998 (including the Data Protection Principles set out in that Act) and any similar or analogous laws, regulatory requirements or codes of practice governing the use, storage or transmission of personal data and shall not permit anything to be done which might cause or otherwise result in a breach by either party of the same.

Agreed to and accepted by:

Fulcrum Worldwide Inc (THE COMPANY)

By: _____

Name: S. Mukundhan_____

Title: CFO_____

Date: _____

Leap Front Infotech (Contractor)

By: _____

Name: Avinash Pendse_____

Title: Proprietor_____

Date: _____