

**Statement of Work # 16**  
**Dedicated Development Team**

Aramark

## Purpose

This Statement of Work #16 ("SOW") is entered into pursuant to the License and Services Agreement (the "Agreement") between Laundry Services International Inc. / ABS USA ("ABS") and Aramark Uniform & Career Apparel, LLC ("Aramark") dated April 19, 2021 and describes the scope, milestones and deliverables for the Dedicated Development Team of ABS who will be working on the SOW project for Aramark described herein and in the detailed software request documents (each an "SR") noted below during the SOW term.

## Version

Version	Date	By	Changes
1.0	01/04/2023	TVE	Initial version created based on previous SOW

## Distribution

Name	Abbrev.	Role
Dave Rotman	DRO	Vice President Systems Transformation
Art Wake	AWA	Vice President Acquisition & Integration
Benny van den Heuvel	BHE	Manager Research & Development department
Gerard van de Donk	GVD	Managing Director
Tom Vermeulen	TVE	Controller
Rob Helsen	RHE	Coordinator Developments for Aramark project
Hans van Hal	HVH	Chief system analyst

---

Contents	Purpose .....	2
Version .....		2
Distribution.....		2
1	Introduction/Background.....	4
1.1.1	General .....	4
1.1.2	Related documents .....	4
1.1.3	Statement of Work content .....	5
2	Scope of Work, Milestones and deliverables.....	5
2.1	Dedicated Resources for Development Team.....	5
2.2	Sprints.....	5
2.2.1	Project Deliverables, Milestones and Schedule .....	5
2.2.2	Stage planning .....	6
2.2.3	Roles .....	6
2.2.4	Costs .....	6
3	Period of Performance .....	7
4	Place of Performance .....	7
5	Steering Committee .....	7
6	Resources .....	7
7	Summary of Milestones .....	8
8	Change Requests .....	8
9	Other Requirements.....	8
10	Acceptance of the SOW.....	9

---

## 1 Introduction/Background

### 1.1.1 General

Aramark started the implementation of the ABSolute software ("ABSolute") from ABS to work towards a go-live of the Aramark facilities, after a successful pilot in multiple plants/market centres. The scope of this SOW is post pilot development work specifically for Aramark by ABS developers.

Under this SOW, a dedicated team of ABS resources will continue developing capabilities that meet Aramark's functional requirements. The ABS dedicated team will perform services in accordance with this SOW and specific written SR(s) from Aramark that identify the details related to the specific requirements to be addressed, including features, specifications and functionality for the related deliverables and any timelines and other project requirements for the SR. Within the dedicated team capacity, Aramark can prioritize or change the priority regarding development activities of the team in the SR(s) in cooperation with the ABS Project Manager / Product Owner.

These resources will only work for developments that are required for the SOW project implementation at Aramark for an agreed period. Developments can be considered:

1. Developments: Proprietary for Aramark (protected)
2. Developments that will be additions to the ABS standard but prioritized by Aramark (not protected)
3. Interfaces
4. Reports
5. Modular Developments (significant functional additions) that could be re-sell options for ABS

Per development SR/ Change Request it must be agreed what type of development is applicable

### 1.1.2 Related documents

- Presentation "System Transformation" as presented in Bucharest on 18<sup>th</sup> of July 2018.
- SOW01 Dedicated Development Resource Team
- SOW02 Professional Services AUS
- SOW03 Dedicated Development Resource Team
- SOW04 Dedicated Development Resource Team
- SOW05 Professional Services AUS
- SOW06 Dedicated Development Resource Team
- SOW07 Professional Services AUS
- SOW08 Dedicated Development Resource Team
- SOW09 Professional Services AUS
- SOW10 Dedicated Development Resource Team
- SOW11 Professional Services AUS
- SOW12 Professional Services AUS
- SOW13 Professional Services AUS
- SOW14 Professional Services AUS
- SOW15 Professional Services AUS

---

### 1.1.3 Statement of Work content

This SOW contains the project milestones and deliverables for both Aramark and ABS.

The activities to reach the milestones and to accomplish the deliverables will be described in the separate SR as described by Aramark.

## 2 Scope of Work, Milestones and deliverables

### 2.1 Dedicated Resources for Development Team

This SOW is ensuring the full availability of ABS resources to work on the Aramark SOW project for a period of 7 months, or to be more precise a period of 30 weeks.

The ABS dedicated team consists of a scrum master, developers and testers.

The ABS development team working under this SOW is also supported by an ABS senior analyst and managed by an ABS project manager (supported by an ABS product owner). The work covered by these additional ABS employees is not part of this SOW but will be covered in SOW #14 and/or #15.

Within the scope of work of the dedicated team is the development and testing of items accepted at the beginning of a sprint.

### 2.2 Sprints

- During 2023 - starting from calendar week 07 in total 15 sprint blocks of each two weeks will be used by Aramark USA.

At the beginning of the sprint during the sprint kick off the team will define with the product owner and Aramark Business Analyst the scope and priority of the sprint content (backlog management).

#### 2.2.1 Project Deliverables, Milestones and Schedule

The table below shows the activities per week for the year 2023 up and until calendar week 40-2023.

**2.2.1.1 Period: calendar week 07-2023 till calendar week 40-2023**

The table below is the basis for this SOW and covers a total of 30 weeks, spread over 7 months in total.

		2023													
Core	V9.07.00	1	2	3	4	RF									
Project	V9.07.01	5	6	7	8	9	10	11	12	13	RF				
Project	V9.07.02	14	15	16	17	18	19	20	21	22	RF				
Project	V9.07.03	23	24	25	26	27	28	29	30	31	RF				
Project	V9.07.04	32	33	34	35	36	37	38	39	40	RF				
Core	V9.08.00	41	42	43	44	45	46	47	48	49	50	51	52		

XX Regular development week  
XX Release preparation week

**2.2.2 Stage planning**

**2.2.2.1 Aramark USA will follow the regular ABS release schedule**

Aramark USA will follow the regular release schedule of ABS as shown in the table above for the year This SOW will end in Friday week 40/2023 with the delivery of release V9.07.04 in calendar week 41 2023.

**2.2.3 Roles**

ABS resources within the dedicated resource team containing 6.25 ABS employees

- Scrum Master
- Developers
- Testers

**2.2.4 Costs**

The cost for the dedicated ABS team described above are:

$$6.25 \text{ FTE} \times (173\text{h/month} \times 7 \text{ months}) = 7,869 \text{ hours, resulting in USD } 870,435$$

Cost will be invoiced on a monthly basis.

---

### 3 Period of Performance

The period of performance for dedicated resource team covered by this SOW is 30 weeks, 7 months, starting on February 15h, 2023. Only agreed Aramark developmental requirements that are planned and estimated to be completed within this time frame will be part of the scope of this SOW. All change requests related to scope, cost or schedule will be reviewed and approved by the Aramark project Steering Committee before any additional costs are incurred.

### 4 Place of Performance

Most of the work will be performed within the ABS Office in Bucharest. Some work can be performed at one of the Aramark/Ameripride USA offices and/or at the Office of ABS in Bostel NL.

### 5 Steering Committee

The acceptance of all deliverables for the project described in this SOW and the SRs resides with the Aramark Steering Committee. Aramark will provide ABS with the names of the Aramark Steering Committee. For the time being, ABS will assume that the Steering Committee is conform what was presented in Presentation "System Transformation" as presented in Bucharest on 18<sup>th</sup> of July 2018. ABS will cooperate with the Steering Committee and attend and support Steering Committee meetings when requested by Aramark.

### 6 Resources

The SOW project will be managed by Benny van den Heuvel and supported by senior analyst Phil Brooks of ABS. Product owner from ABS will be Brian Anderson. The work of Rob Helsen, Phil Brooks, and Brian Anderson are not part of this SOW, but is covered by SOW #15.

The dedicated development team consists of 6.25 FTE of resources, where ABS has the flexibility to decide which resources, as long as Diana Petrisan remains contact person, senior developer, and scrum master for the team.

ABS will ensure the availability of the resources mentioned above during the SOW activities: In case of a structural change of availability (e.g. long-term illness) ABS will replace the capacity with another equal level resource acceptable to Aramark. Non-adjustable fluctuations to the dedicated resource team availability are considered bank holidays, regular vacation days up to max of 26 days per year, training and incidental illness/sick leave (for clarification, none of these items are included in the amount of time that ABS is committing to provide under this SOW for the project as set forth in Section 2.2.4 above).

In addition to the flat fee for the development team, there will be a per diem flat fee of \$65.00 per person who is on site at the premises of Aramark or locations chosen by Aramark. ABS will provide Aramark with monthly written reports detailing the time and materials expended by ABS on the project under this SOW. In addition to any other termination rights in the Agreement, Aramark may terminate this SOW at any time by providing at

---

least six months (6) months written notice of termination to ABS. In such event, Aramark shall pay ABS for all services properly provided prior to the termination notice date that are not being disputed in good faith by Aramark.

Travel and lodging expenses will be charged based on actual expenses pursuant to the terms and conditions in the Agreement.

It is agreed that:

- AUS can temporarily reduce the number of FTE's by providing ABS with 1 month advance notice
- The maximum reduction of the number of FTE's is 1, with a maximum of 3 months per reduction.

## 7 Summary of Milestones

The below list consists of the initial milestones identified for the project in this SOW: See scheme above

## 8 Change Requests

Some evolution of the specifications and this SOW during the project based on daily interaction between the parties is expected, and minor changes that do not materially impact this SOW will not require a formal, written change order. However, any changes materially impacting the SOW (including scope, specifications, deliverables, schedule or fees) must be mutually agreed upon in writing before proceeding. The originator of the change must submit a written request setting forth the proposed change in reasonable detail to the other party's project manager, who in turn will review the request and respond within a reasonable period. The ABS project manager will document the change and obtain approval from both parties.

## 9 Other Requirements



ABS project manager and appropriate project team members will be granted access to the Aramark project environment to maintain project documentation.

ABS team members will be granted access to the ABSolute instances within the Aramark network.

ABS involved team members will submit Aramark security forms for clearance and access to Aramark facilities and all use and access to any Aramark network, system, facility, equipment or other property shall be subject to all applicable Aramark rules, guidelines, and restrictions.

### 10 Acceptance of the SOW

Acceptance Signatures:

ABS Laundry Business Solutions	Aramark
Signature: 	Signature: 
Name: Gerard van de Donk	Name: <u>Grant Shih</u>
Title: Managing Director	Title: <u>Chief Technology Officer (CTO)</u>
Date: 2 / 27 / 23	Date: 2 / 24 / 23
ABS Laundry Business Solutions Laundry Services International Inc,	