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## Statement of Work # 4 – Dedicated Development Team

Aramark

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### Purpose

This Statement of Work #4 ("SOW") is entered into pursuant to the License and Services Agreement (the "Agreement") between ABS and Aramark dated August 22, 2012 (as amended) 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
0.1	02/19/2019	WHO	Initial version created based on previous SoW
1.0	02/20/2019	WHO	Internal review accepted by stakeholders
1.1	02/25/2019	WHO	Feedback Chris Peterson
1.2	03/05/2019	WHO	Feedback Dave Rotman
1.3	05/28/2019	DRO	Feedback from Legal AUS / AMM

### Distribution

Name	Abbrev.	Role
Dave Rotman	DRO	Vice President Systems Transformation
Leo Smith	LSM	Vice President Systems Implementation
Art Wake	AWA	Vice President Acquisition & Integration
Wouter van der Horst	WHO	Manager Research & Development department
Gerard van de Donk	GVD	Managing Director
Tom Vermeulen	TVE	Controller
Jacco van der Horst	JHO	Manager PM department/Project Coordination
Rob Helsen	RHE	Coordinator Developments for Aramark project
Hans van Hal	HVH	Chief system analyst

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## 1 Introduction/Background

### 1.1.1 General

Aramark started a pilot implementation of the ABSSolute software ("ABSSolute") from ABS to work towards a go-live of the Aramark facility in Phoenix, Arizona. The scope of this SOW is post-Phoenix development work specifically for Aramark by ABS developers.

Aramark, working with ABS, made a gap analysis between current ABSSolute functionality and the requirements for the post-Phoenix phase. Currently, Aramark and ABS have agreement on a full scope of 8 capability gaps that require additional software development, testing and acceptance by Aramark. On top of these 8 gaps, there are more gaps under discussion, and when given priority by Aramark can be added to the scope this SOW.

The development of the software functionality for the 'Gaps' will be performed by a dedicated team of ABS resources. 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 gap 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

### 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.

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## 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 8 months.

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 #5.

Within the scope of work of the dedicated team is the development and testing of post-Phoenix 'Gaps' accepted at the beginning of a sprint. On this moment there is a list of 8 post-Phoenix 'Gaps' in scope of the pilot implementation. This doesn't mean all of the 'Gaps' are within the scope of this SOW or that there will be a specific number of SRs to be performed under this SOW.

### 2.2 Sprints

During the 8 months 14 sprint blocks are possible.

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 of the sprint.

#### 2.2.1 Project Deliverables, Milestones and schedule (specifics to be set forth in the applicable SR)

Milestone/Deliverable	Week / Year
• First sprint	19-20 / 2019
• Clean-up / rework / downgrade	21 /2019
• Second, third, fourth, fifth sprint	22-23, 24-25, 26-27, 28-29 / 2019
• Clean-up / rework / downgrade	30 /2019
• Sixth, seventh, eighth, ninth sprint	31-32, 33-34, 35-36, 37-38 / 2019
• Clean-up / rework / downgrade	39 /2019

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<ul style="list-style-type: none"><li>Tenth, eleventh, twelfth, thirteenth, fourteenth sprint</li></ul>	40-41, 42-43, 44-45, 46-47, 48-49 / 2019
<ul style="list-style-type: none"><li>Clean-up / rework / downgrade</li></ul>	50-52 / 2019

### 2.2.2 Stage planning

The stage will start May 1<sup>st</sup> (week 17) with discussing the SOW scope for the rest of the year.

The stage of this SOW ends after 8 months. Since this is in the middle of a release period and in case there is no continuation decided for the Aramark Dedicated Resource Team, the team needs to merge again with the ABS resource team.

### 2.2.3 Roles

ABS resources within the dedicated resource team containing 5.25 ABS employees

- Scrum Master
- Developers
- Testers

### 2.2.4 Costs

The cost for the dedicated ABS team described above are:

- 5.25 FTE x 173h/month x 8 months = 7,266 hours, resulting in 755,664 US dollars

Cost will be invoiced monthly.

### **3 Period of Performance**

The period of performance for dedicated resource team covered by this SOW is 8 months, beginning on May 1st, 2019. Only agreed 'Gaps' 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 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 Jacco van der Horst and supported by senior analyst Erik Gibbels of ABS. Product owner from ABS will be Brian Anderson. The work of Jacco van der Horst, Rob Helsen, Erik Gibbels, and Brian Anderson are not part of this SOW, but is covered by SOW #5.

The dedicated development team consists of 5.25 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 ten (10) days 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.

## 7 Summary of Milestones

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

1. Deliver functionality developed in first sprint in week 21;
2. Deliver functionality developed in second, third, fourth, and fifth sprint in week 30;
3. Deliver functionality developed in sixth, seventh, eighth, ninth sprint in week 39;
4. Deliver functionality developed in tenth, eleventh, twelfth, thirteenth, fourteenth sprint in week 52;

## 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

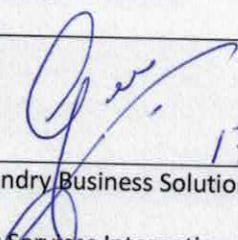
ABS project manager and appropriate project team members will be granted access to the Aramark project environment to maintain project documentation.

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:

<b>ABS Laundry Business Solutions</b>	<b>Aramark</b>
Signature:	Signature:
Name: Gerard van de Donk	Name: Dave Rotman
Title: Managing Director	Title: Vice President Systems Transformation
Date:  17 <sup>th</sup> July 2019	Date:
ABS Laundry Business Solutions Laundry Services International Inc, 4246 Smithsonia Court Tucker, GA 30084	