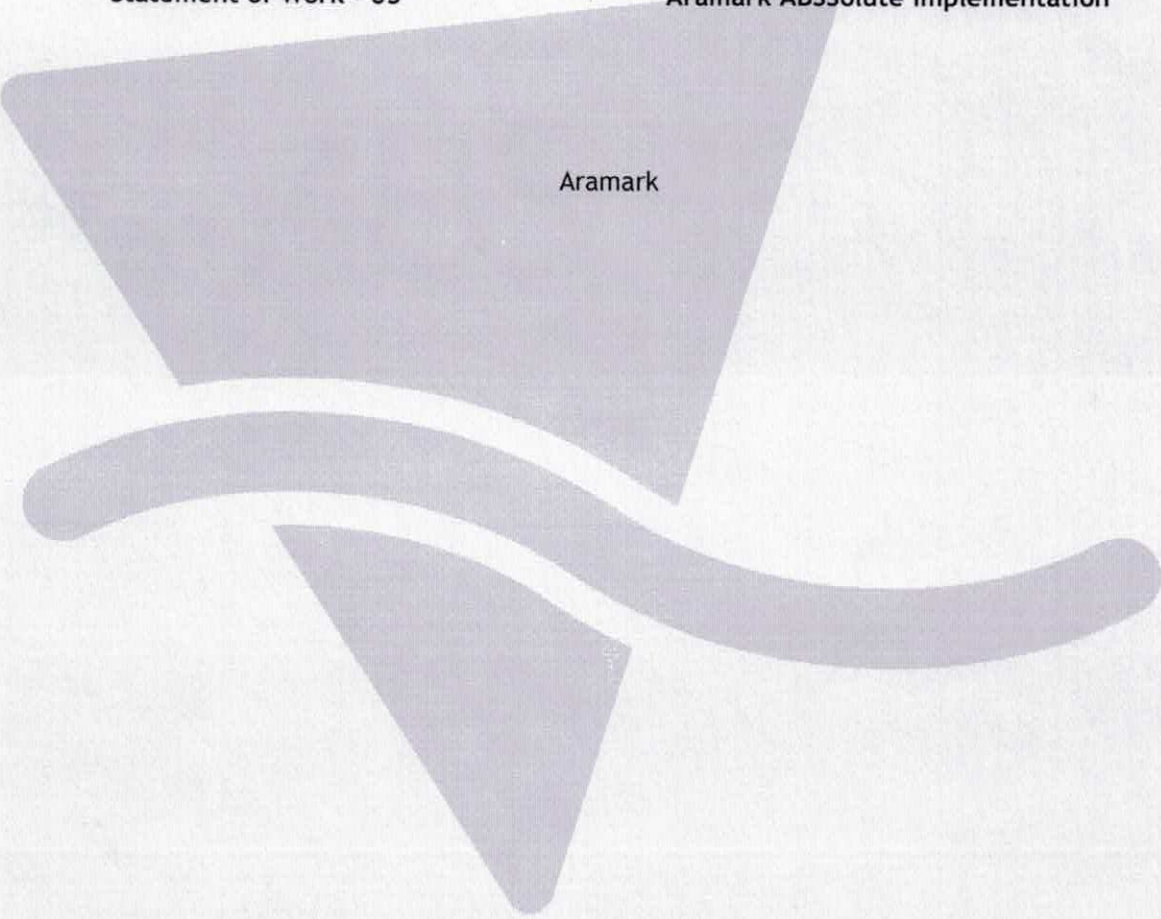


Statement of Work - 05

Aramark ABSolute implementation



Aramark

**Purpose**

This Statement of Work #5 ("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 ABS Professional Resources (Analysts, Architects, Business Consultants and Project Managers), to guide and implement the changes to ABSSolute as requested by Aramark that are being developed under SOW #4 by the AABS Dedicated Development Team for Aramark in addition to other professional services requested by Aramark.

**Version**

Version	Date	By	Changes
0.1	02/20/2019	JHO	Initial version created
0.2	02/25/2019	TVE	Review
1.0	03/05/2019	GVD	Review
1.1	05/23/2019	DRO	Feedback from Legal AUS / AMM
1.2	06/14/2019	JHO	Review
1.3	07/04/2019	JHO	Additions required by AUS

**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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Contents	
Purpose.....	2
Version.....	2
Distribution.....	2
1 Introduction/Background .....	4
1.1 General.....	4
1.1.1 Background:.....	4
1.1.2 Related documents.....	4
1.1.3 Statement of Work content .....	4
2 Scope of Work, Milestones and deliverables .....	5
2.1 Resources for Team.....	5
2.1.1 Stage planning.....	5
2.1.2 Costs.....	6
3 Place of Performance .....	6
4 Resources .....	6
5 Change Requests.....	7
6 Acceptance Criteria .....	7
7 Other Requirements.....	7
8 Acceptance of the SOW .....	8

## 1 Introduction/Background

### 1.1 General

This SOW outlines the approach and scope to engage ABS professional service resources described herein to support the implementation of ABSolute software from 01-05-2019 until the end of 2019 (31-12-2019) under SOW #4.

#### 1.1.1 Background:

The parties' SOW #2 covers the same professional services set forth in this SOW #5. However, since the actual hours used under SOW #2 did not reach the estimated hours set forth therein on the date mentioned February 28<sup>th</sup>, the parties have agreed to use the remaining hours from SOW #2 to continue the services under this SOW. SOW#5 will last until the hours run out, which the parties believe will happen at the end of 2019. This prediction is made on our experiences so far.

#### 1.1.2 Related documents

- Presentation "System Transformation" as presented in Bucharest on 18th of July, 2018.
- SOW01 Dedicated Development Resource Team
- SOW02 Professional Services AUS (this SOW #5 is a continuation of SOW #2)
- SOW03 Development Resource Team Phoenix
- SOW04 Dedicated Development Resource Team

#### 1.1.3 Statement of Work content

The actual hours spent under this SOW will be recorded and billed by ABS on a monthly basis in arrears. Invoices and supporting spreadsheets shall identify the ABS resource performing the services, time spent and activities performed. The estimations of the hours needed until the end of the year, are based on experience and no rights may be derived from these estimations as the required work is not exactly known in advance.

## 2 Scope of Work, Milestones and deliverables

### 2.1 Resources for Team

This SOW is ensuring the availability of ABS resources specified below through the end of 2019.

The ABS team consists of a project manager, (Senior) business consultants, conversion specialists, technical infrastructure specialists, analysts, etc. as approved by AUS.

The ABS team is supported by a senior analyst and managed by a project manager (supported by a product owner). The work covered by the ABS dedicated development resources is not part of this SOW and is covered by SOW #4.

The resources of ABS will provide professional services on various disciplines, like:

- ABSolute configuration / Software requirements  
Help with RS, translation to Functional Documentation, guidance of the changes within ABS (Product Owner) and testing the developed changes.
- Data Conversion  
Update the conversion program to support requirements and end state requirements.
- Technical infrastructure  
ABS can assist with the development, configuration and maintenance of the environments.
- System Interfaces  
ABS consultancy on developing software interfaces required to support AUS.
- Oracle AR  
ABS consultancy regarding interfaces to Oracle AR.
- Salesforce  
ABS consultancy regarding interfaces to Salesforce.
- Purchase Order  
ABS consultancy regarding software interfaces to submit / manage Purchase Orders to AUS.
- Billing Standards  
ABS consultancy regarding AUS billing standards.
- Coordination

Additional details related to the ABS services under this SOW are contained in SOW #2.

#### 2.1.1 Stage planning

This SOW will start on 01-05-2019 and will last 8 months (till 31-12-2019).

2.1.2 Costs

Estimated hours \* rates give an estimation of the costs:

(Business) Area	Names	Estimated hours	Rate \$/hr	Totals
ABSSolute Senior Business Consultants	Rob Helsen	80	\$ 190,00	\$ 15.200,00
	Brian Anderson	600	\$ 165,00	\$ 99.000,00
	Hans van Laarhoven	40	\$ 165,00	\$ 6.600,00
Interfacing specialists	Rob Helsen	10	\$ 190,00	\$ 1.900,00
	Paul van Dommelen	30	\$ 165,00	\$ 4.950,00
Conversion specialists	Jeroen van Lier & Paul van Dommelen	50	\$ 165,00	\$ 8.250,00
Business Analysts	Hans van Hal	50	\$ 190,00	\$ 9.500,00
	Erik Gibbels & Phil Brooks	360	\$ 165,00	\$ 59.400,00
Infrastructure & Deployment	Joris Minnaar	50	\$ 165,00	\$ 8.250,00
Internal Project Coordination @ ABS	Jacco van der Horst	200	\$ 190,00	\$ 38.000,00
		<b>1470</b>		<b>\$ 251.050,00</b>

In addition to the hourly fees, there will be a per diem flat fee of \$65.00 per person who is on site at the premises of Aramark or non-ABS locations chosen by Aramark. ABS will provide Aramark with weekly 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.

3 Place of Performance

The work under this SOW will be performed within Ameripride Minneapolis, Aramark Phoenix, ABS Bostel NL or ABS Bucharest RO. Some of the work done by ABS will be performed remotely, with support of Skype (for Business).

4 Resources

The following ABS resources will provide the services for this SOW project:

ABS resources within specialist area:

- |  |   |
|--|---|
| 1. ABSSolute Senior Business Consultants | : Brian Anderson, Rob Helsen & Hans van Laarhoven |
| 2. Interfacing specialists               | : Rob Helsen & Paul van Dommelen                  |
| 3. Conversion specialists                | : Jeroen van Lier & Paul van Dommelen             |
| 4. Business Analysts                     | : Erik Gibbels, Phil Brooks & Hans van Hal        |
| 5. Infrastructure & Deployment           | : Joris Minnaar                                   |
| 6. Internal Project Coordination @ ABS   | : Jacco van der Horst                             |

Professional fees for ABS personnel for the work defined in this SOW will be:

Abbr.	Name	Rate/hour	Rate/day	Rate/week
JHO	Jacco van der Horst:	\$ 190,00	\$1.520,00	\$ 7.600,00
RHE	Rob Helsen:	\$ 190,00	\$1.520,00	\$ 7.600,00
WHO	Wouter van der Horst:	\$ 190,00	\$1.520,00	\$ 7.600,00
HVH	Hans van Hal:	\$ 190,00	\$1.520,00	\$ 7.600,00
PVK	Peter van Kessel:	\$ 190,00	\$1.520,00	\$ 7.600,00
BAN	Brian Anderson:	\$ 165,00	\$1.320,00	\$ 6.600,00
HVL	Hans van Laarhoven:	\$ 165,00	\$1.320,00	\$ 6.600,00
JKO	Jan Kollen:	\$ 165,00	\$1.320,00	\$ 6.600,00
PVD	Paul van Dommelen:	\$ 165,00	\$1.320,00	\$ 6.600,00
JVL	Jeroen van Lier:	\$ 165,00	\$1.320,00	\$ 6.600,00
EMG	Erik Gibbels:	\$ 165,00	\$1.320,00	\$ 6.600,00
RVI	Ronald Vink	\$ 165,00	\$1.320,00	\$ 6.600,00
JMI	Joris Minnaar:	\$ 165,00	\$1.320,00	\$ 6.600,00
JJH	Jeetandra Jhugroo	\$ 125,00	\$1.000,00	\$ 5.000,00
SSB	Silviu Sbirnea	\$ 125,00	\$1.000,00	\$ 5.000,00

**5 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 for 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.

**6 Acceptance Criteria**

The acceptance of all deliverables for the project resides with the Aramark Steering Committee. The Project Team will advise the Steering Committee to ensure the completeness of each stage of the project and the scope of work has been met. Every project phase within a project stage is closed with a 'stage closing report' for review and approval by the Steering Committee. The Steering Committee signs off for approval or advises which tasks have to be accomplished for phase closing and approval, including final software acceptance.

**7 Other Requirements**

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

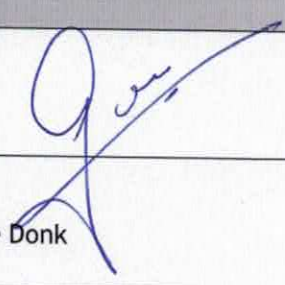
ABS team members will be granted access to the ABSolute instances within the Aramark network.

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.

9

8 Acceptance of the SOW

Acceptance Signatures:

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