

A large, light gray, semi-transparent graphic element consisting of a downward-pointing triangle and a wavy horizontal line passing through it. The text is centered within this graphic.

**Statement of Work # 8**  
**Dedicated Development Team**

Aramark

### Purpose

This Statement of Work #8 ("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
1.0	07/14/2020	TVE	Initial version created based on previous SOW
1.1	10/09/2020	TVE	End the SOW in week 7, 2021
1.2	10/13/2020	TVE	Start date is October 1 <sup>st</sup> 2020

### 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
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

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## 1 Introduction/Background

### 1.1.1 General

Aramark started the implementation of the ABSSolute software ("ABSSolute") 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.

Aramark, working with ABS, made a gap analysis between current ABSSolute functionality and the requirements for the post-pilot phase.

The development of the software functionality for the 'Gaps' will be performed by a dedicated team of ABS resources. Meanwhile the roll out will continue. 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
- SOW04 Dedicated Development Resource Team
- SOW05 Professional Services AUS
- SOW06 Dedicated Development Resource Team
- SOW07 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 4 months, or to be more precise a period of 19 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 #7.

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.

### 2.2 Sprints

- During 2020 - starting from calendar week 41 - in total 7 sprint blocks of each two weeks will be used by Aramark USA.
- During 2021 in total 1 sprint blocks of three weeks will be used by Aramark USA ending in calendar to be fully in line with the full release planning of ABS.

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 years 2020 and 2021 up and until calendar week 06-2021.

##### 2.2.1.1 Period: week 41-2020 till week 6-2021

The table below is the basis for this SOW and covers a total of 19 weeks, spread over 4 months in total.

		2020												
Project	V9.04.01	4	5	6	7	8	9	10	11	12				
Project	V9.04.02	13	14	15	16	17	18	19	20	21	22	23		
Project	V9.04.03	24	25	26	27	28	29	30						
Project	V9.04.04	31	32	33	34	35	36	37	38	39	40	41		
Core	V9.05.00	42	43	44	45	46	47	48	47	48	49	50	51	

		2021												
Core	V9.05.00	1	2	3	4	5	6							
Project	V9.05.01	7	8	9	10	11	12	13	14	15				
Project	V9.05.02	16	17	18	19	20	21	22	23	24				
Project	V9.05.03	25	26	27	28	29	30	31	32	33				
Project	V9.05.04	34	35	36	37	38	39	40	41	42				
Core	V10	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 2020 and 2021 up and until calendar week 06. Each project release will have four sprints blocks of two weeks each. This SOW will end in week 06/2021 with the delivery of the core release 9.05.00 in calendar week 07 2021.

### 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 4 months) = 3,633 hours, resulting in USD 377,832

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 19 weeks, 4 months, starting on October 5th, 2020. 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 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 Marc Standaert and supported by senior analyst Erik Gibbels of ABS. Product owner from ABS will be Brian Anderson. The work of Rob Helsen, Erik Gibbels, and Brian Anderson are not part of this SOW, but is covered by SOW #9.

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: 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: Dave Rotman
Title: Managing Director	Title: Vice President Systems Transformation
Date: October 27, 2020	Date:
ABS Laundry Business Solutions Laundry Services International Inc, 4246 Smithsonia Court Tucker, GA 30084	

