

Statement of Work - 17

Aramark Uniform & Career Apparel, LLC ABSSolute

Aramark Uniform & Career Apparel, LLC

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Purpose

This Statement of Work #17 (“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 November 18, 2021 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 #10 by the ABS Dedicated Development Team for ARAMARK in addition to other professional services requested by Aramark.

Version

Version	Date	By	Changes
1.0	07/14/2023	CEP	Initial Version
2.0	08/10/2023	CEP	Updates to hours and resources

Distribution

Name	Abbrev.	Role
Padmaja Mushti	PM	VP Applications
Benny van den Heuvel	BHE	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 General

This SOW outlines the approach and scope to engage ABS professional service resources described herein to support the modification of the ABSSolute software from October 1st, 2023 up until and including September 30th, 2024.

1.1.1 Background:

The parties' SOW #09 covers the same professional services set forth in SOW #11, SOW #12, and SOW #13 and SOW#14. This SOW #17, is the continuation of these SOWs and is an estimation on the professional services hours needed till September 30th 2024.

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 ARAMARK
- SOW03 Development Resource Team Phoenix
- SOW04 Dedicated Development Resource Team
- SOW05 Professional Services ARAMARK
- SOW06 Dedicated Development Resource Team
- SOW07 Professional Services ARAMARK
- SOW08 Dedicated Development Resource Team
- SOW09 Professional Services ARAMARK
- SOW10 Dedicated Development Resource Team
- SOW11 Professional Services ARAMARK
- SOW12 Professional Services ARAMARK
- SOW13 Professional Services ARAMARK
- SOW14 Professional Services ARAMARK
- SOW15 Professional Services ARAMARK
- SOW16 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 period 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 September 30th 2024.

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

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 #18.

The resources of ABS will provide professional services on various disciplines, requested by ARAMARK, including, without limitation:

- ABSSolute 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, including data conversion using a new program from ABS that migrates data from one version of ABS to another and simultaneous data conversion of multiple Aramark business units.
- Data Center Buildout
- 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 ARAMARK.
- 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 ARAMARK.
- Billing Standards
ABS consultancy regarding ARAMARK 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 October 2nd, 2023 or when the hours of SOW#16 run out, and will last until September 30th, 2024.

2.1.2 Costs

(Business) Area	Names	Estimated hours	Rate \$/hr	Totals
SQL Developer		117	\$165	\$19,305
ABSSolute Senior Business Consultants	Brian Anderson	1000	\$165	\$165,000
	Elmer Brockotter	240	\$165	\$39,600
Interfacing specialists	Rob Helsen	0	\$190	\$0
	Paul van Dommelen	240	\$165	\$39,600
Conversion specialists	Jeroen van Lier	400	\$165	\$66,000
Business Analysts	Hans van Hal	100	\$190	\$19,000
	Erik Gibbels & Phil Brooks	1000	\$165	\$165,000
Infrastructure & Deployment	Joris Minnaar	160	\$165	\$26,400
		3257		\$539,905

Estimated hours * rates give an estimation of the costs:

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 an Ameripride or ARAMARK plant, ABS Boxtel 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, & Jeroen de Vries |
| 2. Interfacing specialists | : 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 |

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

Abbr.	Name	Rate/hour	Rate/day	Rate/week
RHE	Rob Helsen:	\$ 190	\$ 1,520	\$ 7,600
BHE	Benny van den Heuvel	\$ 190	\$ 1,520	\$ 7,600
HVH	Hans van Hal:	\$ 190	\$ 1,520	\$ 7,600
PVK	Peter van Kessel:	\$ 190	\$ 1,520	\$ 7,600
BAN	Brian Anderson:	\$ 190	\$ 1,520	\$ 7,600
JDV	Jeroen de Vries	\$ 165	\$ 1,320	\$ 6,600
HVL	Hans van Laarhoven:	\$ 165	\$ 1,320	\$ 6,600
JKO	Jan Kollen	\$ 165	\$ 1,320	\$ 6,600
PVD	Paul van Dommelen	\$ 165	\$ 1,320	\$ 6,600
JVL	Jeroen van Lier	\$ 165	\$ 1,320	\$ 6,600
EMG	Erik Gibbels:	\$ 165	\$ 1,320	\$ 6,600
RVI	Ronald Vink	\$ 165	\$ 1,320	\$ 6,600
JMI	Joris Minnaar:	\$ 165	\$ 1,320	\$ 6,600
JJH	Jeetandra Jhugroo	\$ 125	\$ 1,000	\$ 5,000
SSB	Silviu Sbirnea	\$ 125	\$ 1,000	\$ 5,000

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 ARAMARK. ARAMARK will advise 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 ARAMARK. ARAMARK signs off for approval or advises which tasks have to be accomplished for phase closing and approval, including final software acceptance.

7 Other Requirements


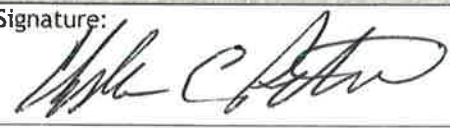
ABS project manager and appropriate project team members will be granted access to the ARAMARK project environment to maintain project documentation.

ABS team members will be granted access to the ABSSolute 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.

8 Acceptance of the SOW

Acceptance Signatures:

ABS Laundry Business Solutions	Aramark Uniform & Career Apparel, LLC (ARAMARK)
Signature: 	Signature: 
Name: Gerard van de Donk	Name: CHARLES E PETEROW
Title: CEO	Title: SR DIRECTOR
Date: August 21, 2023	Date: 9/27/2023
ABS Laundry Business Solutions Laundry Services International Inc, 3140 Harbor Lane, Suite 204 Plymouth, MN 55447	



Statement of Work # 18

Dedicated Development Team

Aramark Uniform & Career Apparel, LLC ABSSolute

Purpose

This Statement of Work #18 ("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	07/24/2023	CEP	Initial version created based on previous SOW
2.0	8/2/2023	CEP	Various edits
3.0	8/16/2023	CEP	Cost updates

Distribution

Name	Abbrev.	Role
Padmaja Mushti	PM	Vice President Applications
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 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 18th of July 2018.
- SOW01 Dedicated Development Resource Team
- SOW02 Professional Services Aramark
- SOW03 Dedicated Development Resource Team
- SOW04 Dedicated Development Resource Team
- SOW05 Professional Services Aramark
- SOW06 Dedicated Development Resource Team
- SOW07 Professional Services Aramark
- SOW08 Dedicated Development Resource Team
- SOW09 Professional Services Aramark
- SOW10 Dedicated Development Resource Team
- SOW11 Professional Services Aramark
- SOW12 Professional Services Aramark
- SOW13 Professional Services Aramark
- SOW14 Professional Services Aramark
- SOW15 Professional Services Aramark
- SOW16 Dedicated Development Resource Team
- SOW17 Professional Services Aramark

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 Uniform & Career Apparel, LLC, SOW project for a period of 12 months, or to be more precise a period of 52 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 #17.

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 40 in total 26 sprint blocks of each two weeks will be used by Aramark.

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 39-2024.

3 Period of Performance

The period of performance for dedicated resource team covered by this SOW is 52 weeks, 12 months, starting on October 2nd, 2024. 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 ARAMARK 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 Software Requests

The acceptance of all deliverables for the project described in this SOW and the SRs resides with Aramark. ABS will cooperate Aramark and attend and support meetings when requested by Aramark Uniform & Career Apparel, LLC.

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 #17.

The dedicated development team consists of 4.25 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 \$75.00 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:

- Aramark 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 v project environment to maintain project documentation.

ABS team members will be granted access to the ABS Solute instances within the US network.

ABS involved team members will submit US 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 Uniform & Career Apparel, LLC (Aramark)
Signature: 	Signature: 
Name: Gerard van de Donk	Name: CHARLES E PETERON
Title: CEO	Title: SR DIRECTOR
Date: August 21, 2023	Date: 9/27/2023
ABS Laundry Business Solutions Laundry Services International Inc,	