



Statement of Work #4

Project Title: Dropbox Outside Culinary Support Services

NO SERVICES MAY BE PERFORMED UNTIL DROPBOX AND SUPPLIER SIGN THIS STATEMENT OF WORK

This Statement of Work ("SOW") is entered into between Dropbox, Inc. ("Dropbox") and

Supplier Name ("Supplier"): Acrobat Outsourcing
Address: 665 Third Street, Ste 415 San Francisco, Ca. 94107
Project Manager: Marc Caplan
Telephone: (858) 869-4140
Email: marc@acrobatoutsourcing.com

and is effective as of March 20, 2019, if left blank the effective date is the date last signed by a party below ("SOW Effective Date").

Dropbox Project Manager: Brian Mattingly
Telephone: 415-622-5716
Email: mattingly@dropbox.com

This SOW is governed by, and incorporated into, the Inbound Services Agreement, with an Effective Date of February 14, 2016 (the "ISA"), and Amendment One to the ISA, with an Effective Date of February 25, 2019. The terms of this SOW are limited to the scope of this SOW and are not applicable to any other SOWs. This SOW supersedes SOW #2 dated March 6, 2017 and any associated amendments to SOW #2.

Terms and Conditions

1. Term. Unless terminated earlier in accordance with the termination provisions set forth in the ISA, this SOW will end on the completion of the Services by Supplier, which will not be later than March 20, 2021, and acceptance of the Services by Dropbox.
2. Services. Supplier hereby agrees to perform services for Dropbox as described below (the "Services") in subsections 2.1 and 2.2.
 - 2.1. Description. Supplier shall provide managed kitchen services to Dropbox to include cooks, porters, bussers, receiving, baristas, bussing, dish utility, bartenders, and other related food and beverage positions ("Kitchen Staff"). The number of Kitchen Staff may increase and/or decrease based on the work levels and Dropbox requirements. Supplier is responsible for backfilling Kitchen Staff when sick or on vacation to ensure the agreed upon staff levels are at Dropbox at all times unless otherwise mutually agreed or in cases of unforeseen circumstances in which case Supplier will make every reasonable effort to fill openings.
 - 2.2. Location. Supplier will provide the Services at Dropbox Headquarter locations including San Francisco, California, Austin, Texas, and New York City, New York. Dropbox will notify Supplier of any future headquarter office locations if and when the need for kitchen staff arises.
 - 2.3. Hours of Operation: Supplier shall provide services 5 days per week (40 hours) with staggered start and end times as mutually agreed with the Dropbox Project Manager. Supplier will observe Dropbox US Holidays.

2.4. Resources and Roles: This program will be managed by the Supplier Delivery Manager (“SDM”) and/or On-Site Manager. The SDM responsibilities shall include but not be limited to:

- a. Day to day operations inclusive of escalation and issue management between Supplier and Dropbox.
- b. Overall account management, program management and relevant business reporting requirements.
- c. Identification of trends and provide recommendations to introduce innovation to ensure that Dropbox services contemplated herein are optimized and provide a high level of customer satisfaction.
- d. Training for Kitchen Staff as mutually agreed upon by Supplier and Dropbox.
- e. Supplier shall provide the following check-ins and reviews:
 - i. Periodic Operations Review
 - ii. Monthly Business Review
 - iii. Quarterly Business Review

2.5 Supplier guarantees that the assigned employees that they recruit and assigned to Dropbox will have the qualifications Dropbox requests. If Dropbox finds any assigned employee's qualifications or general work-related behavior lacking and lets Supplier know within two (2) hours, Supplier will not charge for the first two (2) hours of the assignment and will make reasonable efforts to replace the assigned employee immediately.

2.6 Upon Dropbox's request and at its sole discretion, Supplier will promptly remove or replace any Kitchen Staff performing Services, for any lawful or justifiable reason.

3. Deliverables. “Deliverables” is defined in the ISA and means the work product Supplier creates under a SOW, including any materials provided by Supplier to Dropbox during the course of performing Services. Deliverables delivered to Dropbox by Supplier shall be as set forth below in this Section 3.

- 3.1. Description. Provide Kitchen Staff for food service operations
- 3.2. Documentation. Supplier to provide Employee Profiles, Background Checks, and Payroll
- 3.3. Support and Training. Supplier to provide administrative support to the on-site manager(s). Supplier is to also provide career and growth opportunities for employees. Educational training can be provided by Dropbox personnel to ensure program quality and safety standards are adhered to.
- 3.4. Technical Requirements. Not Applicable
- 3.5. Functional Requirements. Not Applicable
- 3.6. Third Party Technology. Supplier Time Clocks

4. Payment.

- 4.1. Maximum Payment Amount. Notwithstanding anything else in the ISA to the contrary and unless otherwise agreed upon in writing by Dropbox, Dropbox's maximum liability for all Services under this SOW will not exceed US\$5.3 Million per year.

- 4.2. Applicable Currency. U.S. Dollars.

- 4.3. Payment. Hourly Rate Plus Mark Up Percentage

- a. Milestone: Supplier will deliver the Deliverables and Dropbox will pay Supplier upon acceptance of Deliverables.

Supplier agrees to Dropbox's set target pay rates by position, and the following mark-up percentages by location:

All Positions - San Francisco, CA – Regular Scheduled: Hourly Pay +55% mark up.

All Positions - Austin, TX – Regular Scheduled: Hourly Pay +49% mark up

All Positions – New York City, NY – Regular Scheduled: Hourly Pay +55% mark up

To ensure Supplier is providing Dropbox with the highest caliber staff, Supplier agrees to perform and report to Dropbox, annual pay rate market benchmarking. Supplier will require Dropbox's approval before any changes to set target pay rates take effect.

Supplier will pay employees for Dropbox US holidays as well as Paid Time Off and bill Dropbox for such hours paid at no mark-up. Therefore, with respect to such holidays and Paid Time Off, Supplier will subsidize the related payroll expenses of Employer Payroll Taxes, Worker's Comp, etc. (typically a 27% cost on payroll).

For any employees already being provided by Supplier to Dropbox as of the Effective Date, whose pay/charge rates are above or below the newly set target mark up, Supplier will mark them up varied by location as indicated above in accordance with this SOW.

4.4. Expenses. Dropbox will reimburse the following expenses under this SOW: Not Applicable. These expenses will only be approved if they are: (i) reasonable, actual, and necessary (without mark-ups or commissions); (ii) approved in writing by the Dropbox Project Manager before incurring the expense; and (iii) the request for reimbursement is accompanied by the documentation requested by Dropbox to establish the type, date, amount, payment and purpose for the expense.

5. Supplier Resources. Supplier will utilize the following to complete the Services and Deliverables pursuant to this SOW:

5.1. Supplier's Resources. Not Applicable

5.2. Open Source. Supplier represents and warrants that it will not include any open source software in the Deliverables.

6. Dropbox Resources. All property and assets, whether tangible or intangible, provided by Dropbox to Supplier will remain property of Dropbox.

7. Special Terms.

7.1 Rates: The rates included herein shall cover the Pre-Employment Screening, Training, Employee Benefits and Medical Insurance as further described below. The rates will remain in effect for two (2) years and shall be adjusted to fully recover any change in costs mandated by law, including but not limited to licensing fees, Federal Insurance Contribution Act (FICA), Federal Unemployment Tax Act (FUTA), State Unemployment Insurance (SUI), Worker's Compensation, Collective Bargaining Agreements, Union Activities, regulatory costs associated with compliance with the Patient Protection and Affordable Care Act (PPACA), and Federal or State minimum wage laws.

7.2 Pre-Employment Screening: Supplier agrees to conduct background checks on all Kitchen Staff before their assignment to Dropbox. Such checks shall include the following elements, subject to applicable law, which are reflected in the rates:

- Identity Verification: Social Security Trace Report
- Criminal Searches (7 years)
- Statewide Criminal Search (where available)
- County Criminal Search (when state not available or historically incomplete)
- Multi-jurisdictional and Sex Offender Search – includes OFAC SDN search (Terrorist Watch List)
- Driver's License (DMV) Check – Annual for Driving Positions when applicable
- Supplier is bound by the rules of the San Francisco Fair Chance Ordinance as it relates to hiring.

7.3 Training: The rates include the following training for new Kitchen Staff:

- Supplier Orientation
- California Food Handlers Card

7.4 Employee Benefits: Subsidies towards the following employee benefits provided by Supplier to Kitchen Staff have been factored into the rates:

- a. Vacation: 2 weeks (80 hours) annually for full time Kitchen Staff. Dropbox will subsidize the payroll expenses (e.g., Employer Payroll Taxes, Worker's Compensation) related up to 2 weeks (80 hours) of vacation per

annum for Kitchen Help on regular assignment to Dropbox and will charge such hours at no markup to Dropbox. Kitchen Staff on regular assignment to Dropbox (e.g. not temporary workers backfilling Kitchen Staff who are out sick or on vacation or otherwise unable to report to work on a particular day) shall accrue vacation pursuant to Supplier's vacation policy and procedures beginning on this SOW's Effective Date or Kitchen Staff's start date at Dropbox, whichever is later. Accrued vacation can be used after 90 days of service at Dropbox. Dropbox will be charged for the payment of any accrued and unused vacation hours to Kitchen Staff upon end of assignment or under any other circumstances at no markup. Dropbox is not responsible for managing Supplier's vacation policy or procedures, including but not limited to the treatment of accrued and unused vacation at termination or from year-to-year.

b. Sick: 5 days (40 hours) annually. Dropbox will subsidize the payroll expenses (e.g., Employer Payroll Taxes, Worker's Compensation) related to up to 5 days of sick leave per annum for Kitchen Staff on regular assignment to Dropbox and will charge such hours at no markup to Dropbox. Kitchen Help regularly assigned to Dropbox (e.g. not temporary workers backfilling Kitchen Staff who are out sick or on vacation or otherwise unable to report to work on a particular day) shall accrue paid sick leave pursuant to Supplier's sick leave policy and procedures beginning on this SOW's Effective Date or Kitchen Staff's start date at Dropbox, whichever is later. Dropbox is not responsible for payment of any accrued and unused sick leave to Kitchen Help upon end of assignment or under any other circumstances. Dropbox is not responsible for managing Supplier's sick leave policy or procedures, including but not limited to the treatment of accrued and unused sick leave at termination or from year-to-year.

c. Medical Insurance Plan

The rates also take into consideration the fact that Supplier will offer a guided medical coverage option to Kitchen Staff through Supplier's dedicated Insurance broker, which for San Francisco Kitchen Staff will be offered in compliance with the San Francisco Health Care Security Ordinance. Supplier will contribute no less than 75% of the monthly cost of this coverage for the employee only and the remainder will be deducted from the employees pay check.

7.5 **EOE:** Supplier confirms that it is an equal opportunity employer and employs Employees, regardless of race, sex, color, religion, creed, ancestry, national origin, disability, age, marital status or other protected class status pursuant to applicable law. Dropbox agrees and warrants that it will not reject Employees, or otherwise deem Employees unacceptable, or take any other action for any reason prohibited by federal, state or local laws including, but not limited to, laws pertaining to employment discrimination or employee safety.

This SOW is accepted and agreed to by the authorized representative of each party:

Supplier:

PATRICIA FONSECA

PATRICIA FONSECA (Mar 20, 2019)

Signature

PATRICIA FONSECA

Name

CFO

Title

Mar 20, 2019

Date

Dropbox:



Ajay Vashee (Mar 20, 2019)

Signature

Ajay Vashee

Name

CFO

Title

Mar 20, 2019

Date

