



Statement of Work # [1]

Project Title: []

NO SERVICES MAY BE PERFORMED UNTIL DROPBOX AND SUPPLIER SIGN THIS STATEMENT OF WORK
AND DROPBOX ISSUES A VALID PURCHASE ORDER

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

Supplier Name (" <u>Supplier</u> "): Acrobat Outsourcing.
Address: 665 Third Street, # 415. San Francisco, Ca. 94107
Project Manager: Jefferson Pierce, On-Site Supervisor
Telephone 415-431-8826
Email: jefferson@acrobatoutsourcing.com

and is effective as of February 14, 2016 ("SOW Effective Date").

Dropbox Project Manager: Brian Mattingly, Global Executive Chef at Dropbox
Telephone: 415-622-5716
Email: mattingly@dropbox.com

This SOW is governed by, and incorporated into, the Inbound Services Agreement, executed between the parties on February 14, 2016 (the "ISA"). The terms of this SOW are limited to the scope of this SOW and are not applicable to any other SOWs.

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 a date to be determined by Dropbox 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. Kitchen Staff, including Cooks, Porters, Bussers, Receiving, Baristas, Bussing, Dish Utility, Bartenders, and other related Food and Beverage connect hourly positions.
 - 2.2 Location. Supplier will provide the Services at Berry Street, Brannan Street, and Austin Texas Locations.
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 Temporary Staff for Food Service Operations
 - 3.2 Documentation. Employee Profiles, Background Checks, and Payroll
 - 3.3 Support and Training. Training Provided by Dropbox Personnel
 - 3.4 Technical Requirements. N/A



3.5 Functional Requirements. N/A

3.6 Software and Hosting.

- a. Software Requirements. If Supplier provides any software as part of the Services or Deliverables: (a) Supplier will develop all code comprising Deliverables in accordance with any guidelines provided by Dropbox to Supplier; (b) Supplier will host all code comprising Deliverables in environments approved by Dropbox in writing, utilize Dropbox libraries, and run this software only on Dropbox's infrastructure; (c) the parties will ensure that the software is approved by Dropbox's security team before any public launch; and (d) Supplier will cooperate with Dropbox to ensure that the software meets Dropbox's security requirements, may be periodically updated by Dropbox.
- b. Hosting and Security Requirements. If, in connection with providing Services or Deliverables under this SOW, Supplier hosts or arranges for the hosting of any web application on any system other than Dropbox's infrastructure, then in connection with these Services, Supplier will comply with Dropbox's security requirements as may be updated by Dropbox periodically.

4. Acceptance & Testing. The parties agree that the Services and Deliverables will meet the acceptance criteria, and will pass the tests, as set forth below in subsections 4.1 and 4.2

- 4.1 Acceptance. Supplier must submit a written request, which may be via email, to the Dropbox Project Manager for acceptance of Services and Deliverables. The Dropbox Project Manager will either accept or reject the Services and Deliverables within five business days following receipt of the Services or Deliverables and the written request.
- 4.2 Rejection. If Dropbox rejects the Services or Deliverables, the Dropbox Project Manager's rejection will include a written statement of reasons for the rejection. For any rejected Services or Deliverables, the parties will agree upon a deadline for Supplier to correct the deficiencies. Supplier will correct the deficiencies at its expense and will submit another request for acceptance before the agreed upon deadline pursuant to the procedure in this Section 4.2. This process will be repeated until all deficiencies in the Services or Deliverables are completed to Dropbox's satisfaction and the Dropbox Project Manager has provided Supplier with written acceptance of the Services or Deliverables.

4.3 Testing N/A

5. Payment.

- 5.1 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 A One Year Contract

5.2 Applicable Currency: U.S. Dollars.

5.3 Payment. Hourly Rate Plus Mark Up

- a. Milestone: Supplier will deliver the Deliverables and Dropbox will pay Supplier upon acceptance of Deliverables or timely completion of a milestone, all according to the following schedule.

WEEKLY AVG. SPEND	Due Date	HOURLY PAY RATE MARK UP % TO BE BILLED
Under \$40,000	N/A	Pay + 65% Mark-up
\$40,001-\$50,000	N/A	Pay + 61% Mark-up
\$50,001-\$60,000	N/A	Pay + 59% Mark-up
\$60,001-\$70,000	N/A	Pay + 57% Mark-up
\$70,001-\$80,000	N/A	Pay + 55% Mark-up
\$80,001-\$90,000	N/A	Pay + 53% Mark-up
\$90,001-\$100,000	N/A	Pay + 51% Mark-up
\$100,001+	N/A	Pay + 49% Mark-up

- 5.4 Expenses. Dropbox will reimburse the following expenses under this SOW: N/A 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.
6. Supplier Resources. Supplier will utilize the following to complete the Services and Deliverables pursuant to this SOW:
- 6.1 Supplier's Pre-existing Property. N/A
- 6.2 Supplier's Resources. N/A
- 6.3 Third Party Technology. N/A
7. Dropbox Resources. All property and assets, whether tangible or intangible, provided by Dropbox to Supplier will remain property of Dropbox.
8. Special Terms. NONE

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

Supplier:

Steve Scher
Steve Scher (Feb 21, 2016)

Signature

Steve Scher

Name

CEO

Title

Dropbox:

Robert Tirva
Robert Tirva (Feb 21, 2016)

Signature

Robert Tirva

Name

Corporate Controller

Title

