



**Statement of Work # 2**  
**0 2 2 0 2 0 1 7**  
**Project Title: Tuck Shop**  
**Services**

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> "): SE Scher Corporation, dba Acrobat Outsourcing
Address: 665 Third Street, # 415. San Francisco, Ca. 94107
Project Manager: Jefferson Pierce, On-Site Supervisor
Telephone 415-431-8826
Email: marc@acrobatoutsourcing.com

and is effective as of the date of the last signature below "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 SOW. This SOW supersedes SOW 1 dated February 14, 2016.

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 December 31 2018
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 Help"). The number of Kitchen Help may increase and/or decrease based on the work levels and Dropbox requirements. Supplier is responsible for backfilling Kitchen Help when sick or on vacation to ensure the agreed up on 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 Brannon Street San Francisco and Austin Texas Locations.
  - 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.

2.5 Resources and Roles: This program will be managed by the Supplier Delivery Manager ("SDM"). 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 Supplier personal 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

2.6 Functional Requirements. N/A

2.7 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.

2.8 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.

2.9 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 2 (2) hours of the assignment and will make reasonable efforts to replace the assigned employee immediately.

2.10 Upon Dropbox's request and at its sole discretion, Supplier will promptly remove or replace any Kitchen Help performing Services, for any reason or no reason at all

3. Payment.



3.1 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 the amount on Dropbox Purchase Order which references this SOW.

3.2 Applicable Currency: U.S. Dollars.

3.3 Payment. Hourly Rate Plus Mark Up. See Attachment A for benefits included in the Hourly Rate Plus Mark Up.

All Positions – Regular Scheduled: Hourly Pay +60% mark up .

All Positions - Holiday Schedule: Hourly Pay +27% mark up.

Overtime and weekends shall be billed at 150% of the hourly rate.

3.4 Expenses. Dropbox will reimburse the following expenses under this SOW: None are anticipated. However, in the event there are expenses, Supplier must follow these guidelines in order to be reimbursed.; (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.

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

4.1 Suppliers Pre-existing Property. None

4.2 Suppliers Resources. None

4.3 Third Party Technology. Supplier Time Clocks

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



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

DROPBOX, INC.

  
Ajay Vashee (Mar 6, 2017)

Signature

Ajay Vashee

Printed Name

CFO

Title

Mar 6, 2017

Date

ACROBAT OUTSOURCING

  
Marc Caplan (Mar 3, 2017)

Signature

Marc Caplan

Printed Name

Vice President of Sales

Title

Mar 3, 2017

Date

**Attachment A to SOS 2  
12132016**

***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/or Federal or State minimum wage laws. In addition, these rates may be adjusted each November 1 for any increased costs for medical insurance premiums, participation rates or both.

***Pre---Employment Screening***

Supplier agrees to conduct background checks on all Kitchen Help 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.

***Training***

The rates include the following training for new hire personnel:

**Supplier Orientation  
California Food Handlers Card**

***Employee Benefits***

Subsidies towards the following employee benefits provided by Supplier to Kitchen Help have been factored into the rates:

- Vacation: 2 weeks (80 hours) annually for full time Kitchen Workers. Dropbox will subsidize up to 2 weeks (80 hours) of vacation per annum for Kitchen Help on regular assignment to Dropbox. Kitchen Help on regular assignment to Dropbox (e.g. not temporary workers backfilling Kitchen Help 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 Help's start date at Dropbox, whichever is later. Accrued vacation can be used after 90 days of service at Dropbox. Dropbox is not responsible for payment of any accrued and unused vacation to Kitchen Help

upon end of assignment or under any other circumstances. Nor is Dropbox 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.

- Sick: 5 days (40 hours) annually. Dropbox will subsidize up to 5 days of sick leave per annum for Kitchen Help on regular assignment to Dropbox. Kitchen Help regularly assigned to Dropbox (e.g. not temporary workers backfilling Kitchen Help 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 Help'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. Nor is Dropbox 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.

### ***Medical Insurance Plan***

The rates also take into consideration the fact that Supplier will offer a guided medical coverage option to Kitchen Help through Supplier's dedicated Insurance broker. Supplier will contribute 75% of the monthly cost of this coverage for the employee only and the remainder will be deducted from the employees pay check.