

**SALESFORCE.COM**  
**STANDARD PURCHASING AGREEMENT**

This “**Agreement**” is the Agreement salesforce.com, inc. (or one of its affiliates) prefers to use when it is purchasing goods and services, and is subject to our Standard Terms and Conditions of Purchase, which we refer to as the “**Standard Purchase Terms**” and are available at <http://www.salesforce.com/company/legal/supplier.jsp>.

The Standard Purchase Terms also incorporate our Affiliate Guidelines, our Supplier Code of Conduct and our Supplier Expense Guidelines. Capitalized terms in this Agreement may have been defined in the Standard Purchase Terms. Please review the Standard Purchase Terms and these other documents before signing this Agreement.

We have tried to make completing this Agreement as straightforward as possible for you and the salesforce.com representative. If you need any assistance please contact the identified Sourcing representative.

**Section 1: Agreement Title**

*Both of us will refer to this Agreement as the:*

SPA\_Outsourced Labor Ohana Kitchens New York

**Section 2: Supplier Entity and Contact Information**

*Your corporate entity name is:*

Se Scher Corp dba Acrobat Outsourcing

*Your corporate address is:*

665 THIRD STREET SUITE 415  
SAN FRANCISCO, CA 94107  
United States

*If we have to send you a notice, we should send it to:*

665 THIRD STREET SUITE 415  
SAN FRANCISCO, CA 94107  
United States

*Your business representative and their contact information is:*

Heather Dailey  
Business Development Manager  
heather@acrobatoutsourcing.com

The corporate entity listed above in this Section 2 will be referred to in this Agreement as either “you” or “Supplier”.

**Section 3: Salesforce.com Entity and Contact Information**

*salesforce.com entity and notice information:*

salesforce.com, inc., a Delaware Corporation

*Our business representative and their contact information is:*

Rodney Schick  
rschick@salesforce.com

*Our Sourcing representative and their contact information is:*

Nour Abi Samra  
nabisamra@salesforce.com

The salesforce.com entity listed above in this Section 3 will be referred to in this Agreement as either “us”, “we”, “salesforce.com” or “SFDC”.

#### Section 4: Services, Deliverables; Payment

*A general description of the services and/or goods you will be providing is:*

Acrobat will provide external contractors for the Ohana kitchens in New York. This will include Front of House and Kitchen FTE's in each location along with necessary staff for 'one off' or special events.

*Please list all the services, deliverables and goods you are going to deliver to salesforce.com using the table below. If you need to attach additional information or use a different format to appropriately document your obligations, please do so in plain text and graphics as an attachment to this Agreement and not in embedded files such as spreadsheets, presentations, project plan files, etc. In the event of a conflict between the terms of this document or the Standard Purchase Terms and any attachment to this document, the terms of this document shall prevail. For each item:*

1. All contractors, full time or special event will be onboarded at Acrobat facilities before working on Salesforce property.
2. Acrobat will provide all employment needs including sufficient worker's compensation insurance needs.
3. Rates will be set according to agreed terms. Markup for Staff referred to Acrobat by Salesforce will never exceed 39%
4. Salesforce will be notified of any additional fees in writing.
5. Acrobat will send a representative to the Salesforce New York Tower to onboard staff until New York office is open.

\*If any fees are to be incurred on a "Time and Materials" basis, a rate card must be attached to this Agreement.

#### Rate Card in Exhibit A

Item Description	Dates	Item Cost or Fee Type	Total Cost or Not To Exceed Amount
(1)New York FTE	5/1/19-1/31/20		\$322,920
(2)New York Special Event Staffing	5/1/19-1/31/20		\$12,420
(3)Additional Fees	5/1/19-1/31/20		\$14,660
<b>TOTAL</b>			<b>\$350,000</b>

#### Expenses

*Please describe all of your anticipated expenses.*

**The total amount due to you under this Agreement (including all fees and expenses set forth above) will not exceed:**

Expense Description Standard Rate	Not To Exceed Amount
N/A	
<b>TOTAL</b>	
	\$350,000

#### Invoicing Instructions

*The following terms apply to all invoices for goods and services provided under this Agreement:*

1. The total amount listed above must be less than or equal to the amount listed on the PO identified on salesforce.com's signature block to this Agreement.
2. Any increase in the amounts due to you must be approved in writing (including a written amendment of this Agreement) by an authorized representative of salesforce.com.
3. You may invoice Fixed Fee items only after the item has been accepted by salesforce.com.
4. You may invoice Time and Materials items monthly for actual time spent according to the Rate Card.
5. All invoices need to reference the PO number in the salesforce.com signature block.

## Section 5: Term

*The start date for this Agreement will be no earlier than:*

5/1/19

*The end date for this Agreement is:*

1/31/20

Salesforce.com will neither pay Supplier for services rendered before this start date nor after this end date.

## Section 6: Additional Terms

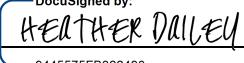
*You and the salesforce.com business representative should carefully review these additional terms to confirm your obligations under this Agreement can be met while complying with them. Questions regarding these terms should be directed to the Sourcing representative identified in Section 3.*

1. **Access to Facilities.** Neither Supplier nor Supplier's Personnel require badge (unescorted) access to SFDC facilities (including offices, data centers, and warehouses). Visitor access is sufficient for Supplier to perform the Services.
2. **Access to Networks and Equipment.** Neither Supplier nor Supplier's Personnel require access to any internal SFDC networks nor will any Supplier Personnel be issued any SFDC hardware (including laptops, phones, and tablets). Guest network access is sufficient for Supplier to perform the Services.
3. **Access to Personal Information.** Supplier will not have access to personally identifiable information of any SFDC Personnel. Supplier will not provide to SFDC the health or medical information of any individual.
4. **Access to Customer Data.** Supplier will not have access to information provided to SFDC by its customers, either directly, via email or otherwise, or by the customer uploading the information into an SFDC account or product.
5. **Supplier Personnel.** All Services will be performed by employees of Supplier. Supplier Personnel will not be under the direct day-to-day supervision of SFDC personnel.
6. **Software Development.** Supplier's Services do not include development or delivery of software.
7. **Trademark Use.** Supplier will not use salesforce.com's names, trademarks, or screenshots of any salesforce.com applications or services.
8. **Online Marketing Activities.** Supplier will not provide online behavior tracking. Supplier will not provide search engine optimization or link-building services.
9. **Public Statements.** Supplier will not create a whitepaper, blog, or other document for public dissemination. Supplier will not provide public relations services to SFDC.
10. **Contact Lists.** Supplier does not require SFDC to provide any business or personal contact information of any third party. Supplier will not provide to SFDC any business or personal contact information of any third party.
11. **No Agency.** Supplier will not assist in the sales, purchasing, or negotiations process with third parties on behalf of SFDC. Supplier will not lobby or otherwise contact any government official on SFDC's behalf.
12. **Correspondence.** Supplier will not make telephone calls or send correspondence (including emails) on SFDC's behalf.
13. **Conflicts of Interest.** Personnel with access to SFDC's Confidential Information shall not be assigned to the account of an SFDC competitor during the Term of this Agreement or for a period of 6 months thereafter.
14. **No Publicity; Use of SFDC Logo or Trademarks.** Supplier agrees not to issue any press release or, except as provided in this Agreement, make any public statement relating to the subject matter of this Agreement (including naming SFDC as a customer of Supplier) without the prior written consent of SFDC. Any references to SFDC or use of any SFDC logo (including the SFDC-certified logo), brand or trademark (whether publicly, in connection with the Services, or otherwise) are prohibited without SFDC's prior written approval.

Before either you or salesforce.com signs this Agreement, you will need to be set up as a supplier in our systems and your information needs to be up to date and accurate. Please work with the Sourcing representative to make sure all your information is complete and up to date in our systems.

We expect our suppliers to sign this Agreement first and return to the attention of the Sourcing representative. By signing below, you agree to the Standard Purchase Terms available as of the date you sign, all the terms of this Agreement and any attached exhibits.

**SUPPLIER**

DocuSigned by:  
Signature:  **HEATHER DAILEY**  
HEATHER DAILEY  
Name: \_\_\_\_\_  
Title: **Director of Sales**  
Date: **May 10, 2019 | 15:17 PDT**

This Agreement is not binding on salesforce.com until signed below by an authorized representative.

**SALESFORCE.COM, INC.**

DocuSigned by:  
Signature:  **Fadi El Mouallem**  
Fadi El Mouallem  
Name: \_\_\_\_\_  
Title: **Sr. Director of Strategic Sourcing**  
Date: **May 10, 2019 | 15:26 PDT**

**PO Number:** 247902

## Exhibit A

**Bill Rates:** Our bill rates include the employee's hourly wage, and all deductions required by State and Federal legislation -- including employer's contribution for FICA taxes, providing Unemployment and Worker's Compensation, liability insurance and fidelity bonding, and commuter ordinances as well as other deductions and benefits paid to our employees. Additionally, all administrative charges are covered, including preparation of W-2 forms at the end of the year; and E-Verifying all employees. If additional screenings are required they will need to be requested and the additional costs will be billed to the CLIENT.

Position	Bill Rate
<b>All Positions Sourced by CLIENT</b>	<b>Hourly Pay Rate <u>plus</u> 39% Mark-Up</b>
<b>All Full-Time Positions Sourced by Acrobat</b>	<b>Hourly Pay Rate <u>plus</u> 68% Mark-Up</b>
*OR	*OR
<b>Bill Rates 1-10 Employees:</b>	
Server	\$34.95 per hour
Bartender	\$34.95 per hour
Busser	\$32.95 per hour
Dish/Utility	\$31.95 per hour
Dish/Prep	\$32.95 per hour
Prep Cook	\$33.95 per hour
Grill/Line Cook	\$35.95 per hour
Captain	\$45.00 per hour
<b>Bill Rates 11-20 Employees per event:</b>	<b>All rates listed above less \$1.00</b>
<b>Bill Rates 21+ Employees per event:</b>	<b>All rates listed above less \$2.00</b>
<i>Acrobat Outsourcing observes the following Holidays:</i>	
New Year's Day	Labor Day
Easter Sunday	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	
<i>On these dates your normal bill rate will increase 1.5X.</i>	
*Note: CLIENT can choose if they would like to pay Acrobat sourced employees as a MU or bill rate	

**There is a 5-hour minimum workday:** If an employee is scheduled to work a minimum of five hours in one day and the employee is sent home in less than five hours due to a lack of work" the employee will be paid for five hours and THE CLIENT will be billed for five hours. Show up! In the event you cancel the employee's assignment and the employee is already on his/her way to work" or at the location" the five hour minimum will be applied" and THE CLIENT will be billed for five hours.

**Cancellation of Event:** There will be a 50% cancellation fee of estimated hours for the Event if cancelled within 36 hours of the scheduled start time. The parties agree that the minimum hours for the Event are 5. For Saturday" Sunday and Monday jobs all cancellations or order changes need to be received by Friday morning at 9AM PST to avoid fees

**Hiring an Acrobat Employee:** Should THE CLIENT wish to hire an Acrobat employee that was sourced by Acrobat as a permanent employee" conversion fees and/or hiring fees will apply. Hiring options include:

1. If THE CLIENT maintains the employee as an Acrobat employee for at least 180 days with a minimum of 1,040 hours worked then THE CLIENT can hire the Acrobat employee with a Conversion fee of \$0/ THE CLIENT must notify Acrobat Outsourcing if they decide to hire an employee.
2. THE CLIENT may hire any Acrobat employee working less than 180 Days and 1,040 hours after paying a Temporary-to-Hire Conversion fee to Acrobat for each employee. The Temporary-to-Hire Conversion fee is \$5,000.
3. If the employee is a candidate for immediate hire" Acrobat will assess a Direct Hire fee.