



STATEMENT OF WORK AND CLIENT AUTHORIZATION

This Statement of Work ("SOW") between Response Media, Inc. ("RM"), located at 3155 Medlock Bridge, Norcross GA, 30071 and Visit Orlando (Client"), 6277 Sea Harbor Dr #400, Orlando, FL 32821, shall begin on May 21, 2018 and end on July 31st, 2018, unless earlier terminated or extended in accordance with the terms of the SOW.

CAMPAIGN SUMMARY

Campaign Title: eNewsletter Sign-Up Acquisition Campaign- Canada
Client Brand or Product: Visit Orlando
Campaign Type: Lead Acquisition
Launch Date: May 31, 2018
End Date: June 30, 2018
Budget: \$ 24,500
Client Purchase Order Number:

CLIENT CONTACTS

<u>Name/Title</u>	<u>Role</u>	<u>Email</u>	<u>Phone(s)</u>
Kathy McLain	Consumer Marketing Sr. Manager	kathy.mclain@visitorlando.com	407-363-5801

RM CONTACTS

<u>Name/Title</u>	<u>Role</u>	<u>Email</u>	<u>Phone(s)</u>
Diane Widerstrom	VP Integrated Svs	dianew@responsemedia.com	770-220-5048
Vencilla Ejaz	Sr. Campaign Manager	vejaz@responsemedia.com	770-220-5089

SCOPE OF WORK

Campaign Title: eNewsletter Sign-Up Acquisition Campaign - Canada

Brand or Product: Visit Orlando

Campaign Type: Lead Acquisition

Budget: \$ 24,500.

Campaign Summary and Goals: Grow database with new Email Updates/eNewsletter Sign-Up's

Target Audience/Demographics: Moms with kids in Canada who like to travel

PROFESSIONAL SERVICES AND DELIVERABLES

RM will provide the following deliverables and services to Client as part of the development and execution of the digital media and marketing campaign specified above:

Media Strategy and Planning:

- Research and Analysis of Target Audience and Associated Media Reach
- Media Partner and Network Identification, Analysis, and Vetting
- Development of Campaign Flight Plan and Budgetary Estimate
- Negotiate Media Source Placements and Pricing

Campaign and Media Source Setup:

- Compile and Coordinate Source Creative Requirements and Specifications with Client
- Coordinate and Traffic Creative with Media Source
- Media Source Testing and Quality Assurance Across Campaign Parameters Including:
 - Creative Assets
 - Placements
 - Registration Paths/Fields
 - Tracking Pixels

Media Buying and Campaign Management/Optimization:

- Negotiate Media Source Terms and Conditions Including:
 - Payment Terms
 - Privacy Requirements
 - Data Security and Destruction Requirements
 - Insurance Provisions
- Prepare and Execute Media Source Insertion Order (IO) Contracts
- Reconcile Media Tracking Data Against Database Integration
- Media Source Financing, AP, and Client Invoicing

*Services and changes requested by Client outside the scope defined within this SOW will be charged to Client at RM's current hourly rates.

CLIENT DELIVERABLES:

Client or Client's creative agency to provide legally approved creative assets to RM at least 10 business days before launch of campaign. All creative assets must meet the specifications provided to Client or Client's creative agency. In the event that rich media materials are provided and they fail to function, RM reserves the right to run standard media elements in place thereof. If necessary, Client or Client's agency may change/modify creative assets during the campaign provided that RM has a 10 business day lead time from receipt of creative assets to make changes and Client agrees to pay any related charges. Client acknowledges RM is not responsible for approval, legal or otherwise, of any creative assets or subsequent modifications of creative assets.

FEES AND BILLING

Publisher	Placement	Timeframe	Monthly Clicks	Monthly Volume	Total Volume	Price	Total
MyPoints Swagbucks	Display	1		5,000	5,000	\$ 1.95	\$ 9,750.00
Shopper Media	Display	1		5,000	5,000	\$ 2.35	\$ 11,750.00
	Media Subtotal				10,000		\$21,500.00
	Media Planning					Waived	\$ -
	Campaign Set Up/Management Fee						\$ 3,000.00
	TOTAL						\$24,500.00
						eCPA	\$ 2.45

Pixel placement on Confirmation Page is required.

Upon receipt of the signed SOW and issuance of the Purchase Order (PO), RM will bill Client the Set Up fee of \$3,000. During the term of the SOW, RM will bill Client an actual monthly fee equal to the current total media costs less any previous media fees billed. Monthly fees will be billed until the campaign End Date specified herein, unless the total campaign budget is reached prior to said date. Media fees and payments will be reconciled upon completion of campaign budget.

The above pricing is estimated total spend and the actual pricing will be reflected in the PO with approval from the Client's Project Representative. The SOW will be amended for any price change greater than twenty percent (20%) from the original SOW pricing.

Media Plan is based on current rates, fees, and schedules. Client acknowledges that any delay in executing this SOW may affect any applicable rates, schedules and timelines, including the launch date, and may result in additional charges being incurred by Client.

MEDIA REPORTING AND INVOICING BASIS:

CAMPAIGN PROVIDER	REPORTING METRIC	INVOICING SOURCE	Database	SCHEDULE
Swagbucks/MyPoints	Valid Registrations	Client	Database	Weekly
Shopher Media	Valid Registrations	Client	Database	Weekly

RM will invoice Client for the results of each campaign provider as reported and measured by the invoicing source, reporting metric, and data source respectively listed above.

ESTIMATED TIMELINE

ITEM	OWNER	SCHEDULE	NOTES
SOW	RM		
Creative	Visit Orlando		
Pixel Implemented	Visit Orlando		
Testing	Providers		
Approvals	Visit Orlando		
Launch	Providers/RM		

TERMS AND CONDITIONS

Additional Scope. Services requested by Client outside the scope defined within this SOW will be charged to Client at RM's current hourly rates.

Cancellation. Client agrees to the terms of service outlined in this SOW. All Services have a 30 day cancel option with written notice, unless otherwise noted. Client will be responsible for payment of all Services rendered during the 30 day cancellation period in addition to a cancellation fee equal to 10% of all remaining Insertion Orders (I/Os) associated with this SOW.

Payment. Client payments are due 30 days from invoice date, unless otherwise specified, and must be remitted to:

Response Media
3155 Medlock Bridge Road
Norcross, GA 30071
USA
ATTN: Accounts Receivable

Changes. Any changes desired by Client regarding any modifications to the services to be rendered shall be identified by a Change Order executed by RM and Client. Client acknowledges that any such changes as may be made or requested by Client may affect any applicable schedules and timelines identified in the SOW, including the launch date, and may result in additional charges being incurred by Client. Any such changes shall not be valid unless agreed to by the parties and set forth in a written and signed Change Order.

RM is coordinating and launching content on 3rd party sites. Clients (and those acting as agents of client) are expected to provide Response Media finalized and legally approved assets and instructions for use. Unplanned changes to assets or instructions after original submission to RM will be billed to client at the rate of \$2,500.00 per occurrence.

Service Interruption. In the event of any failure, interruption or deficiency, for technical or any other reason, (including, but not limited to fire, lightning, power surges or failures, water, acts of God, terrorism, war or the elements, fuel or energy shortages, acts or omissions of any common carrier or billing services provider, labor disputes, or changes in law or regulation or other acts of governmental authority) in the provisions of services contracted for or in the ability of RM to transmit the services contracted for, RM will adjust its billing on a prorated basis covering the period when service was not provided or was provided deficiently. The Client acknowledges that RM's sole liability under such a circumstance shall be an adjustment of its billing as set forth above and RM shall not be liable for any damages whatsoever, whether consequential, special or otherwise, in excess of the billing adjustment provided herein. This provision and the limitation of liability shall be applicable in any instance when RM is delayed in its performance or unable to perform for any reason outside of its control.

RM is acting as an agent for Client. Client is ultimately responsible for payment on programs that RM places on behalf of said client.

RM and Client may execute any number of counterparts to this SOW, each of which shall be an original instrument, but all of which taken together shall constitute one and the same SOW. Signed facsimile copies of this SOW will bind RM and Client to the same extent as original documents.

RM and Client have caused their respective duly authorized representatives to execute this SOW, acting as agent(s) as set forth herein.

Approved and Accepted By:

Response Media, Inc. (RM)

_____ (Client)

By: Michael McMackin
(Signature)

By: [Signature]
(Signature)

Michael McMackin
Vice President

Toni Caracido
Printed Name

5-21-2018
Date

VP, marketing
Title
5/21/18
Date