

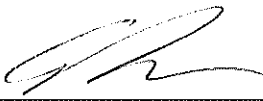
STATEMENT OF WORK ("SOW")

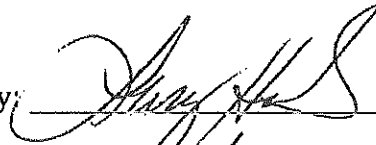
Publicis Sapient will provide Services to Client on a retainer basis on the following terms:

Publicis Sapient	Sapient Corporation d/b/a Publicis Sapient 2911 Grand Avenue, Suite 100B, Miami, FL 33133 United States of America
Client	Visit Orlando The Official Tourism Association 6277 Sea Harbor Drive, Suite 400 Orlando, FL 32821-8043
Primary Contacts	Client: Danielle Hollander; 407.363.5822 danielle.hollander@visitorlando.com Publicis Sapient: Chanel Abislaiman; 786.256.0503 Chanel.abislaiman@publicissapient.com
Start Date	January 1, 2020
End Date	August 9, 2020
Services	See Schedule A
Charges	Retainer Price: \$640,000 See Schedule A
Client Accounts Payable Contact	
Client PO Number	
Client to Send Payments to	
Publicis Sapient PID	218364
SOW Number	3
Other Contract Terms incorporated In this SOW	Master Services Agreement dated September 9, 2019 (the "MSA").

SIGNED FOR PUBLICIS SAPIENT

SIGNED FOR CLIENT

By: 
 Name: Eduardo Legaburu
 Title: GVP
 Date: 1-31-2020

By: 
 Name: Lacey Henrichs
 Title: COO/CEO
 Date: 1/31/20

SCHEDULE A

1. RETAINER SERVICES

Publicis Sapient will provide the retainer team specified in Section 3 ("Retainer Team") to Client to provide the Services described in Section 4, at the general direction of the Client.

2. SCHEDULE

Publicis Sapient will make the Retainer Team available during the following period:

Start date: January 1, 2020

End date: August 9, 2020

3. TEAMDETAILS

a. Team Composition

The Production Retainer Team will consist of the following roles and allocations, providing up to 3,561 hours yearly at the allocations set forth below (the “Capacity”) during the term as set forth below, on weekdays subject to the holiday schedule set forth in Section 3(b). Subject to availability, upon Client's request Publicis Sapient may make the Retainer Team available for additional allocation beyond the Capacity at Publicis Sapient discretion for additional charges in a signed Change Order.

Production Team

Location	Role	Start Date	End Date	Allocation
Onshore	Senior Associate Producer	January 6, 2020	9-Aug-20	50%
Onshore	Associate Production Director	January 6, 2020	9-Aug-20	60%
Onshore	Associate Production Director	January 6, 2020	9-Aug-20	30%
Onshore	Senior Video Editor	January 6, 2020	9-Aug-20	45%
Onshore	Senior Motion Designer	January 6, 2020	9-Aug-20	25%
Onshore	Camera Operator/Live Action	January 6, 2020	9-Aug-20	15%
Onshore	Camera Operator/Still Photography	January 6, 2020	9-Aug-20	20%
Onshore	Camera Operator/Still Photography	March 9, 2020	24-May-20	25%
Onshore	Senior Art Director	March 9, 2020	24-May-20	65%
Onshore	Art Director	March 9, 2020	24-May-20	65%

b. 2020 Public Holiday Calendar

Publicis Sapient 2020 Public Holiday Calendar:

- New Year's Day Wed 01-JAN-2020
- Martin Luther King Jr. Day Mon 20-JAN-2020
- President's Day Mon 17-FEB-2020
- Friday before Memorial Day Fri 22-MAY-2020
- Memorial Day Mon 25-MAY-2020
- Independence Day Fri 03-JUL-2020
- Day after Independence Day Mon 06-JUL-2020
- Friday before Labor Day Fri 04-SEP-2020
- Labor Day Mon 07-SEP-2020
- Veterans Day Wed 11-NOV-2020
- Thanksgiving Day Thu 26-NOV-2020
- Day after Thanksgiving Fri 27-NOV-2020
- Christmas Eve Thu 24-DEC-2020

Christmas Day Fri 25-DEC-2020
New Year's Eve Thu 31-DEC-2020

c. Retainer Team Continuity

Publicis Sapient will use commercially reasonable efforts to maintain continuity of Retainer Team members, and to maintain a consistent skill level as Retainer Team composition changes. If Publicis Sapient changes a Retainer Team member, it will where practical notify Client in writing at least two (2) weeks in advance. Any training time related to a change in the Retainer Team shall not be billable to the Client.

d. Team Location

Retainer Team members will be based at the Client location(s) and Publicis Sapient office(s) specified below, as the parties determine is required for delivery of the Services.

Client location(s):
Visit Orlando
6277 Sea Harbor Drive, Suite 400
Orlando, FL 32821

Publicis Sapient office(s):
Publicis Sapient
2911 Grand Avenue
Suite 100B
Coconut Grove, FL 33133

Publicis Sapient
40 Water Street, 10th Floor
Boston, MA 02109

4. SCOPE OF SERVICES

In-Scope Activities:

The Retainer Team will work at Client's general direction to provide the following services memorialized (or to be memorialized) into specific requests as well as related deliverables ("Deliverable(s)") pursuant to the process set forth in Section 5 below. Examples of in-scope activities include:

- Work closely with Account, Creative, Biz Affairs, Post Production and Client on all aspects of content production planning, estimation and management.

- Creative Production scoping, vendor negotiation, production and post-production management
- Evaluate and select the key 3rd party vendors and partners (Director, Talent, Post, etc.)
- Provide all paperwork related to assets including location agreements, talent releases, music rights, director and photographer rights and all other items pertaining to ownership and usage in an accurate and timely manner.

a. Out of Scope

The following activities are not within the scope of the Services provided by the Retainer Team for the Retainer Fee. At Client's request and subject to availability of personnel, Publicis Sapient may at its discretion undertake such activities subject to a mutually agreed Change Request.

- All production cost are out of scope (e.g.: TV spot production including talent, materials, location fees, music rights, usage rights, etc.)

5. PLANNING

a. Monthly Planning Meeting

The parties will meet monthly to determine the specific Services to be provided by the Team in the following month, including activities, schedules, priorities, artifacts to be delivered, Retainer Team Capacity utilization (past and projected) and any other required details.

The first monthly planning meeting will occur within two (2) weeks of execution of this SOW.

b. Quarterly Planning Meeting

The parties will meet once every three months to assess Client's overall Service's needs, strategic outlook, Retainer Team Capacity utilization (past and projected), Retainer Team performance and composition and related matters. If the parties believe changes are required, they will in good faith negotiate a mutually acceptable amendment to this SOW.

6. CLIENT AND THIRD-PARTY RESPONSIBILITIES

The Client will do the following:

#	Client Responsibilities	Date Due (as applicable)
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1	Client will provide access to documentation, stakeholders, subject matter experts and vendors as reasonably requested by Publicis Sapient, and as reasonably necessary in order for Publicis Sapient to provide the Services, including by designating a project manager to serve as a counterpart to Publicis Sapient’s project manager. Client’s project manager will assist with adherence with project schedules, administering any applicable change order process, and managing issues that arise.	As requested
2	Client will provide Publicis Sapient all necessary third-party materials reasonably required for project delivery, unless otherwise provided in this SOW.	As requested
3	Client will provide timely access to all needed environments.	Week 2
4	Publicis Sapient shall use commercially reasonable efforts to align any publicly-facing digital Deliverables with the WCAG 2.0 AA standard, provided the Client is ultimately responsible for ensuring that any Deliverable developed hereunder complies with applicable accessibility laws, rules and regulations.	Throughout the term of the SOW
5	Client will not transfer or disclose to Publicis Sapient any information which by itself or in combination with other information can identify an individual (“PII”) in connection with this SOW.	Throughout the term of the SOW

The Client will ensure that third parties (if any) do the following:

#	Responsibilities of Third Parties Not Retained by Publicis Sapient	Date Due (as applicable)
	none	

7. ASSUMPTIONS

Publicis Sapient has estimated the initial Retainer Team size, composition and skill mix based on information provided by Client, including Client's anticipated creative production schedule, overall budget, number of media buys/plans per quarter, total amount of media dollars to be spent, planned, and optimized, complexity of media planning and purchasing, turnaround time, specific assumptions identified below and overall business circumstances and goals ("Baseline Assumptions"). If a change in any of the Baseline Assumptions materially changes the required Retainer Team size, composition or skill mix, Publicis Sapient and Client will determine together how best to adjust the size, composition or skill mix of the Retainer Team to most effectively and efficiently address such change. Any such adjustment, including fee changes, will be reflected in a mutually acceptable amendment to this SOW. In the event that Client requests any such adjustment, such request shall be made upon at least sixty (60) days' prior written notice to Publicis Sapient.

#	Assumption
1	Publicis Sapient will coordinate client debriefings, status updates, meetings and presentations with appropriate team members.
2	Publicis Sapient will align with Client on overall creative and marketing efforts and ensure efforts align and are reflected across all agencies.
3	Publicis Sapient will manage budgets and estimations.
4	Publicis Sapient will negotiate talent and music rights as agent for Client.
5	Management and creative supervision of production and post-production will be covered under this SOW. Separate estimates will be required for any vendors used for outside production. Publicis Sapient will provide estimates for all outside (third-party) production. This includes photography, video production and post-production (editing), audio production, music purchases, illustrations, printing, mailing costs, digital development, beyond static or simple animations (GIFs), etc. The estimate will be at net. Publicis Sapient will engage all such production and post-production vendors as agent on behalf of Client.
6	Publicis Sapient will provide a monthly review of hours and an updated forecast.

8. FEES

a. Retainer Fee

Publicis Sapient will charge the Client **\$640,000** for the Production Retainer Team (the "Retainer Fee"), exclusive of applicable taxes and out-of-pocket travel and other expenses reasonably incurred by Publicis Sapient and pre-approved by Client in writing. Invoices will issue as indicated below and are due within forty-

five (45) days from receipt. The Retainer Fee is payable in full even if Retainer Team utilization is less than the Total Capacity specified in Section 3.

Payment#	Amount	Invoice Date
1 – January 2020	\$80,000	January 15, 2020
2 – February 2020	\$80,000	February 15, 2020
3 – March 2020	\$80,000	March 15, 2020
4 – April 2020	\$80,000	April 15, 2020
5 – May 2020	\$80,000	May 15, 2020
6 – June 2020	\$80,000	June 15, 2020
7 – July 2020	\$80,000	July 15, 2020
8 – August 2020	\$80,000	August 1, 2020
Expenses (if any)	As incurred	Monthly

9. ARTIFACT REVIEW AND FEEDBACK PROCESS

Notwithstanding anything to the contrary in the MSA, the acceptance process in the MSA does not apply to this SOW. Client will promptly review any artifacts provided by the Retainer Team, and shall provide written feedback on any changes desired. On receipt of any such feedback, the Retainer Team will promptly address such feedback and provide a revised artifact to the Client. Notwithstanding any other terms which may apply to this SOW, the parties specifically agree that this process is not intended to be and should not be interpreted as a right of acceptance by Client with regard to such artifacts. Publicis Sapient shall have no obligation to revise any artifacts after the "End" date specified in Section 2 of this SOW, and Publicis Sapient's fees are not dependent on the completion or approval of any artifacts.