

STATEMENT OF WORK ("SOW")

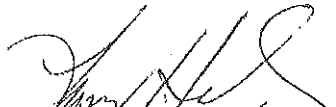
Publicis Sapient will provide Services to Client on a retainer basis on the following terms:

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	December 31, 2020
Services	See Schedule A
Charges	Retainer Price: \$2.3MM See Schedule A
Client Accounts Payable Contact	
Client PO Number	
Client to Send Payments to	
Publicis Sapient PID	209765
SOW Number	2
Other Contract Terms incorporated in this SOW	Master Services Agreement dated September 9, 2019 (the "MSA").

SIGNED FOR PUBLICIS SAPIENT

SIGNED FOR CLIENT

By: 

By: 

Name: Eduardo Leganburu

Name: Danielle Hollander

Title: CVP

Title: COO/CEO

Date: 1-31-2020

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: December 31, 2020

3. TEAM DETAILS**a. Team Composition**

The Retainer Team will consist of the following roles and allocations, providing up to 12,811 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.

Core Team

Location	Role	Start Date	End Date	Allocation
Onshore	VP – Group Creative Director	January 1, 2020	31-Dec-20	20%
Onshore	Associate Creative Director	January 1, 2020	31-Dec-20	50%
Onshore	Designer	January 1, 2020	31-Dec-20	100%
Onshore	Sr. Copywriter	January 1, 2020	31-Dec-20	100%
Onshore	Associate Design Director	January 1, 2020	31-Dec-20	100%
Onshore	Group Creative Director	January 1, 2020	31-Dec-20	10%
Onshore	Sr. Marketing Analyst	January 1, 2020	31-Dec-20	50%
Onshore	Sr. Marketing & Consumer Strategy	January 1, 2020	31-Dec-20	25%
Onshore	Manager Data Science & Analytics	January 1, 2020	31-Dec-20	50%
Onshore	Sr. Account Director	January 1, 2020	31-Dec-20	50%
Onshore	Account Director	January 1, 2020	31-Dec-20	100%
Onshore	Sr. Project Manager	January 1, 2020	31-Dec-20	50%

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
35 W Wacker Dr.
Chicago, IL 60601

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:

- Account and project management
- Strategy & Leadership
- Creative
 - Brand & creative strategy
 - Art direction
 - Design services
 - Copywriting
 - Proofreading
 - Traffic/production management
 - Broadcast, videography, photography and audio production management and creative supervision.
- Review campaign results such as Ad Tracking, digital performance in relationship to creative and recommend modifications
- New Creative Expression of the brand platform or of the new brand platform that will work in multiple mediums and across key markets – US (Out-of-State, In-State, In-Market), UK, Canada and LATAM (primarily Brazil, Colombia and Mexico). Roll out would be targeted for March 2020. Additionally, assets to provide to third parties such as tour operators:
 - Fully executed spots excluding production – 30, 15, 10 and 6 seconds for use in television, OLV executions and promotional tie ins including adaptations in Canada and UK. Provide necessary information for licensing in Brazil
 - Digital, social and SEM executions
 - Radio spots and DJ scripts – terrestrial and digital
 - OOH static, digital and programmatic
 - Print
- New brand guidelines reflecting the new creative expression (e.g, style guide)
- On-going ticket sales creative including promotions such as Black Friday/Cyber Week
- Member Coop template for 2020 – for social, digital, digital radio, print, tv

- LGBTQ Adaptation for 2020 for print and digital for year-long campaign
- Client's Magical Dining Month 15th Anniversary for 2020 – OOH, radio, print and digital
- Imagery to be used in trade show booths, aisle light boxes
- Provide all campaign native artwork for Client's team to develop additional executions
- Overlay campaigns such as Winter Escape, Fall, social campaigns, activation concepts
- 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.

- Media Strategy & Planning & Purchasing
 - Development of cross-channel media campaigns built on research and designed to deliver to the KPIs that are mutually agreed upon.
- Research & Strategy Development
 - Plans and parameters for each channel that are put together prior to execution of a media campaign. These plans include strategy, flighting, and partner recommendation across each channel.
- Channel Planning & Media Implementation
- All print and digital pickups; resizes or simple revisions to the "first generation" ad will be done by Client.
- Production of fully executed spots – 30, 15, 10 and 6 seconds for use in television, OLV executions and promotional tie ins including adaptations in Canada and UK. Provide necessary information for licensing in Brazil
- All production cost are out of scope (e.g.: TV spot production including talent, materials, location fees, music rights, usage rights, etc.)
- Hosting services

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)
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 **\$2.3 million** for the 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	\$191,667	January 15, 2020
2 – February 2020	\$191,667	February 15, 2020
3 – March 2020	\$191,667	March 15, 2020
4 – April 2020	\$191,667	April 15, 2020
5 – May 2020	\$191,667	May 15, 2020
6 – June 2020	\$191,667	June 15, 2020
7 – July 2020	\$191,667	July 15, 2020
8 – August 2020	\$191,667	August 15, 2020
9 – September 2020	\$191,667	September 15, 2020
10 – October 2020	\$191,667	October 15, 2020
11 – November 2020	\$191,667	November 15, 2020
12 – December 2020	\$191,663	December 15, 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.