

CHANGE ORDER

PS and Client hereby agree to change the terms of an existing Statement of Work as set out below:

Client	Visit Orlando, The Official Tourism Association, 6277 Sea Harbor Drive, Suite 400, Orlando, FL 32821-8043, United States of America ("Client") Contact: Danielle Hollander
PS	Sapient Corporation, d/b/a Publicis Sapient 2911 Grand Avenue, Suite 100-B, Miami, FL 33133, United States of America Contact: Chanel Abislaiman
Number of this Change	209765-1
Statement of Work being changed ("SOW")	Statement of Work: 2020 Creative Marketing Retainer, by and between Client and PS, dated as of 1/31/2020. Except as expressly changed in this Change Order, all terms of the SOW remain in force.
Scheduled Start Date of Change	May 29, 2020
Scheduled End Date	May 29, 2020
Details of Change	See Schedule A
Cost of Change Order	Decrease of \$1,375,000

SIGNED FOR PUBLICIS SAPIENT

By: *Eduardo Legorburu*

Name: Eduardo Legorburu

Title: GVP

Date: Aug 3 2020

SIGNED FOR CLIENT

By: *George Aguel*

Name: George Aguel

Title: President & CEO

Date: July 30, 2020

SCHEDULE A

CHANGE ORDER DETAILS

1. REASON & SCOPE

Due to changing business conditions as a result of COVID-19, Client has asked PS to stop work and conclude the project effective as of the end of day May 29, 2020.

PS will cease all efforts and provide all assets, documentation and knowledge transfer to Client based on work completed by the End Date (as defined below) . Client agrees that all work provided in less than final form shall be clearly labelled by PS as "WIP" (or shall be listed as WIP below in this Change) and will be provided AS-IS, without any representations, warranties or any indemnification obligations on the part of PS. The foregoing sentence shall not apply to PS's representations and warranties with respect to PS Materials and Third Party Materials embedded in the Deliverables and not modified by, supplemented, or otherwise modified by Client or third parties.

Client has paid \$ \$575,001 of the Retainer Fee (as modified below) as of the execution date of this Change. Client will pay (i) the remaining \$349,999 as set forth in the May invoice and (ii) approved expenses that have already been incurred, each in accordance with the terms of the SOW. Client agrees that all Deliverables provided to date are accepted and PS shall have no continuing obligations with respect to iterating or making any other adjustments or modification to such Deliverables.

The **Retainer Fee** of the SOW is **reduced by** \$1,375,000. The new Retainer Fee is \$925,000. This represents the all-inclusive fee for the Services except for hard costs (pass-through) for Voice Over or Music (that will be estimated and funded separately).

2. SCHEDULE

The Start Date of the SOW remains unchanged.

The End Date of the SOW is hereby adjusted to May 29, 2020 (the "Shortened Term").

3. TEAM DETAILS

The team composition set forth in the original contract shall remain unchanged through the revised End Date, after which all services will cease.

4. SCOPE OF SERVICES

Effective as of the Start Date of this Change, the scope of Services set forth in the original Statement of Work shall be replaced with the below through the end of the Shortened Term. Such Deliverables may be first iterations and not in final form and will be specifically identified by PS as WIP (or shall be listed as WIP below in this Change). Any Deliverable listed below as WIP shall not require any separate labeling as WIP)

- The strategy/creative/production Deliverables for the "project New Day" campaign, to include:
 - TV 30s, (WIP)
 - TV 15s (WIP)
 - TV 6s (WIP)
 - Digital OOH samples (WIP)
 - Display samples (WIP)
 - Social samples (WIP)
 - Interim creative guidelines (WIP)
 - Final Destination video
 - Final images and B roll assets for image library

5. CLIENT AND THIRD PARTY RESPONSIBILITIES

N/A

6. ASSUMPTIONS

N/A

7. COST OF CHANGE ORDER

The original value of SOW is reduced by \$1,375,000. The new total amount is \$925,000.