

Statement of Work

Contract Title:	Octagon, 2025 Arts, Culture and Heritage Measurement SOW	SOW Number:	CDR0021614.0
Vendor Name:	Octagon, Inc.	SOW Effective Date:	August 1, 2025
		SOW Expiration Date:	July 31, 2026
Total SOW Expenses:	\$ [REDACTED]		
[REDACTED]	[REDACTED]	Reference Agreement:	CW1223962
MarketScape ID(s):	Arts & Culture: MSID# - 2121105		

This **STATEMENT OF WORK** ("SOW") is an Order executed under the Reference Agreement identified above as of the SOW Effective Date by and between Company, or its Affiliate identified below, and Vendor, and consists of this signature page and the attached Schedules (including the Exhibits thereto), any addenda, and all other documents attached hereto, which are incorporated by this reference. This SOW is subject to all the terms and conditions of the Reference Agreement.

Octagon Inc,

"Vendor"

DocuSigned by:

By: 98A523BA3F3A425...

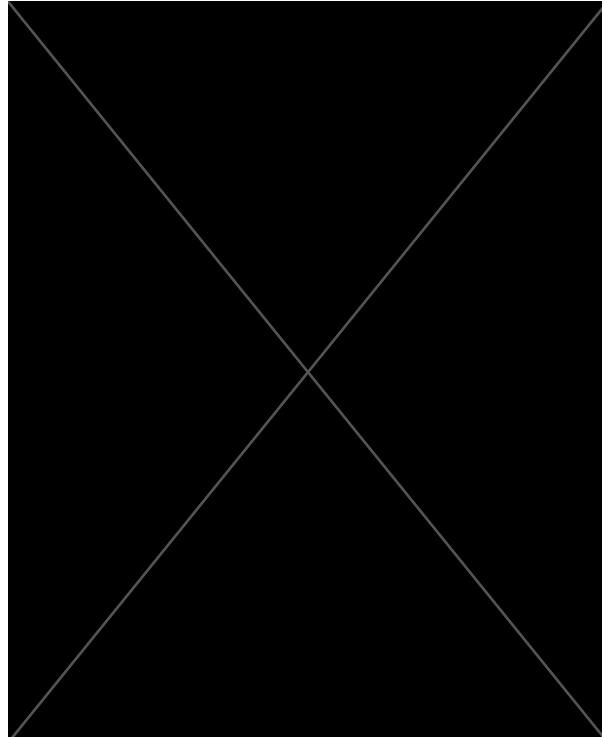
Name: Christine Franklin

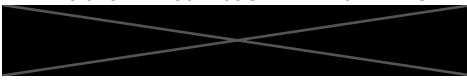
Title: EVP

Date: 8/26/2025

Address for Notices:

Octagon, Inc.
400 Atlantic Street, 11th Floor
Stamford, CT 06901

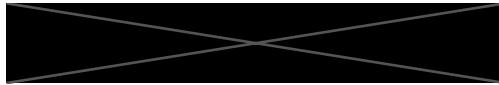




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This SOW defines the scope of work performed by Vendor under the terms and conditions of the Reference Agreement identified above.

1.0 DEFINITIONS

Unless otherwise specified below, capitalized terms used in this SOW have the same meaning as defined in the Reference Agreement, and those definitions are incorporated by reference.

2.0 SOW Term

2.1 This SOW shall be in effect from the Effective Date through the Expiration Date indicated on the cover page unless terminated earlier or extended under the terms of the Reference Agreement.

3.0 General Scope of the Services

3.1 Vendor to execute a custom measurement framework to aid in evaluating the impact of the Company's Arts, Culture and Heritage programs and partnerships.

4.0 Key Assumptions

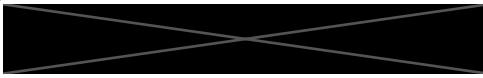
4.1. The information in this SOW, including Vendor estimates to perform the work outlined, is based on the following assumptions:

1. This SOW will be signed by an authorized representative of Company's 3rd Party Management Division
2. Should any market research services be needed in association herewith, Vendor shall engage Company to ensure the Company Market Research Team is engaged for review and that an approved Company Vendor is engaged (one that is already contracted by Company)
3. Company is responsible for scheduling all project meetings with stakeholder teams.
4. Creative will be QA'd and proofread prior to client approval forum reviews
5. All work will follow the process as outlined by Company Operating model and be governed by the assigned review forums
6. Vendor will provide monthly communication to [REDACTED] client team to align on scope reconciliation.
7. Full deliverables of the campaign will be determined by the approved brief and tactical plans
8. Company will be responsible for consolidated feedback on all projects. If the feedback is contradictory amongst Company stakeholders, the Company Project Lead must align and resolve prior to sharing feedback
9. Company is responsible for written approval on all deliverables (e.g. briefs, creative, etc.)
10. Assets will be designed and QA'd for ADA compliance and will meet Company ADA compliance standards at the time of final delivery to Company. If ADA reviews are performed after assets are published, and new concerns are raised, a change order may be necessary.
11. Vendor will develop code and test on all devices and browsers listed below, when applicable. This list includes the most popular browsers and devices with default configuration. This strategy allows Vendor to maximize support coverage. Development and QA coverage of IE browser compatibility mode is outside of this SOW. This list is subject to change on a regular basis pending new updates hitting the market.

5.0 Location of Work and Facilities

5.1 Octagon employees supporting [REDACTED] business are based in the following locations:

- Atlanta, GA
- Charlotte, NC



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- Chicago, IL
- Los Angeles, CA
- Stamford, CT
- New York, NY

Offshoring	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<i>If yes, provide location, provider name, Services offshored, data exchanged, etc., in box below.</i>			
<i>Offshoring consists of the Vendor and/or Subcontractor providing Services for [REDACTED] from a country other than where Company requestor is located.</i>		Location	Provider	Services	Data Exchanged	

6.0 Vendor Responsibilities

6.1 Vendor will provide the following consultation services in connection with Company's Arts, Culture and Heritage programs:

- (a) Evaluate up to twenty (20) exhibition sponsorships, five (5) partnerships and Company programs including ten (10) Art in Our Communities programs and (1) Museums on Us program on a rolling basis as partnerships conclude and recaps are delivered.
- (b) Review Company contracts and partner recap documents to develop an itemized listing of partnership assets and associated metrics.
- (c) Develop a dashboard to visualize and track results.
 - 6.1.c.1. Provide approved subcontractor payments associated with the development and build out of the dashboard
- (d) Deliver line-by-line valuation of all contractual assets for amounts/quantities, noting where annual recaps show a utilization variance.
- (e) Deliver partnership summaries for year-end reporting with strategic considerations relative to partnership and program structure and included assets.
- (f) Deliver final client presentation including summary slides and review of Vendor approach and methodology

6.2 Financial Control:

- Company reviews and approves estimated pass-through cost per partnership to establish resources needed for the job
- Company pays 80% of the full approved estimated amount upon receipt of invoice in accordance with standard payment terms
 - During the SOW term, if additional Advances are required to cover any program's approved costs, Company shall provide additional, approved Advances to cover such expenses within (30) business days of written request and an estimate of upcoming vendor payments.

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- Vendor will make best efforts to actualize the job and send reconciliation to the Company within 120 days of the program's closure, including all receipts and back-up. Any outstanding costs at that time shall be reported accordingly with back-up for the estimate.
- Vendor will send a report to reconcile final actual costs based on available receipts. The reconciliation will show a first column of what was estimated, line item by line item. The second column will show actual costs incurred, for each line item.
- Company will review all back-up. Once final cost is approved:
 - Any remaining amounts due will be paid by Company upon receipt of final invoice
 - Disposition of any overages (amounts owed to Company) will be determined at the discretion of Company

7.0 Subcontractors

7.1 Vendor will be utilizing the following subcontractors to provide Services under this SOW:

Subcontractor	Description of services	Project
Posit	Software tool for dashboard build	Arts, Culture and Heritage Measurement
Amazon Web Services	Software will run on AWS cloud service	Arts, Culture and Heritage Measurement

8.0 Models and Generative AI

N/A

9.0 Disaster Recovery/Business Continuity

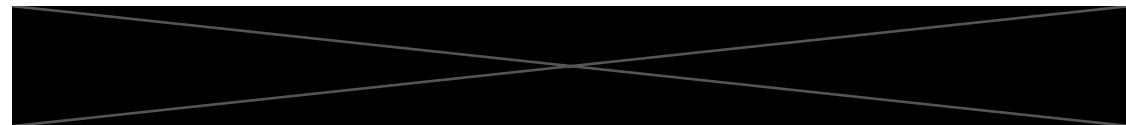
9.1 Vendor shall implement a disaster recovery program as set forth in the Schedule to the Agreement entitled "Recovery."

10.0 Project Management and Communication Plan

10.1 Key Vendor Personnel

Name	Role	Contact
Sarah Masters	SVP, Consulting	sarah.masters@octagon.com
Matt Ferguson	Global Head of Strategy	matthew.ferguson@octagon.com
Cassie Gray	Account Director, Strategy	cassie.gray@octagon.com

10.2 Key Company Personnel



11.0 Data Elements

11.1 Below outlines the data elements that will be shared under this SOW:

Data Element	Transmission Method	Frequency	Sending Party	Receiving Party	Notes/Comments
Proprietary – Arts & Culture Sponsorship Details	Email	Daily	Company Vendor	Vendor Company	Day to day delivery of measurement

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Proprietary – Measurement Methodology	Email	Daily	Vendor	Company	Assessment Results
Proprietary – Arts & Culture Sponsorship Details	Digital Dashboard	Daily	Vendor	Company	Day to day delivery of measurement

Check box if data elements will not be shared between [REDACTED], Vendor and/or Subcontractors

12.0 SOW Fees and Activation Expenses

12.1 Fees

Based on the tasks and assumptions as outlined in this SOW, Vendor shall provide the Services for a fixed price (Fee) of [REDACTED]. Vendor staffing plan is outlined in Appendix A.

Vendor shall keep records of staff hours worked, with Vendor sharing a monthly hours report and conducting a quarterly hours review with Company. Vendor will conduct meetings with Company in mid-February 2026 and upon request to review the number of hours scoped, actualized and projected in service of this work. If such review results in a mutually agreed fee adjustment then a change order will be executed promptly, via the stated Change Order process defined in the SOW.

Invoices will be submitted by Vendor in equal installments on a monthly frequency.

12.2 Expenses

Total charges for travel & expenses not to exceed [REDACTED]

Program	Marketscape ID	Estimated Activation Pass-through Costs
Arts, Culture and Heritage Measurement	2121105	\$ [REDACTED]
Total		\$ [REDACTED]

12.3 All invoices are due within thirty (30) days of the invoice date.

12.4 Any travel, living expenses, or other necessary pass-through fees (e.g. stock photography, 3rd party vendors, talent, etc.), expressly requested by Company of Vendor must be pre-approved by Company in writing prior to Vendor incurring said expenses and shall be itemized on the monthly invoices submitted to Company

12.5 **Total fees and expenses shall not exceed \$ [REDACTED] (including travel, living expenses, and necessary pass-through fees) without an approved Change Order signed by Company**

12.6 Applicable federal, state and local taxes are not included in the charges.

12.7 Vendor will not mark up any third-party costs it incurs for pass-through Company production expenses.

13.0 Designated Contacts for Change Orders

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The Designated Contacts for this SOW are listed below. If Vendor's Designated Contact changes during the term of this SOW, Vendor shall notify Company immediately.

Vendor
Name: Marianne Rotole
Address: 875 N. Michigan Ave.,
Ste. 2300
Chicago, IL 60611
Phone: (312) 929-0540
Fax: N/A
Email: Marianne.Rotole@octagon.com

14.0 Invoicing Information

Vendor shall submit invoices in accordance with the Agreement to [REDACTED].
The invoice should include the MarketScape ID and SOW Number. Copies of the invoices should be sent to the following at [REDACTED]:

[REDACTED]



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APPENDIX A. Staffing Plan

Staffing Plan: 1.49 FTE

Industry Standard title	Tasks in Project	Hourly Rate	# of Total Hours	Fee
Account Director, Strategy	Day-to-day project lead Valuation quality control Development of partnership summaries including optimization insights	\$ [REDACTED]	475	\$ [REDACTED]
Account Manager, Strategy	Dashboard development incorporating partnership asset lists, quantities and value results	\$ [REDACTED]	194	\$ [REDACTED]
Senior Account Executive, Strategy	Contract review to develop line-by-line asset list Recap review for key metrics to complete valuation and utilization variance (where applicable)	\$ [REDACTED]	900	\$ [REDACTED]
Senior Account Executive, Strategy	Contract review to develop line-by-line asset list Recap review for key metrics to complete valuation and utilization variance (where applicable)	\$ [REDACTED]	900	\$ [REDACTED]
Account Manager, Strategy	Documentation inventory and management (sponsorship agreements and recaps for ~250 partnerships under review)	\$ [REDACTED]	145	\$ [REDACTED]



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APPENDIX B. Statement of Work Change Control Procedure

The following provides a detailed procedure to follow if a change to this SOW is required.

- A SOW Change Order is the vehicle for communicating change. The Change Order must describe the change, the rationale for the change and the effect the change will have on the SOW.
- The Designated Contact of the requesting [REDACTED] will review the proposed change and determine whether to submit the request to the Designated Contact of the other Party. Both Designated Contacts will consider the proposed change and approve it for further review, or reject it. Vendor will specify charges, if any, for such review. If the review is authorized by Company, the Designated Contacts will sign the Change Order which will constitute approval of the review charges, if any. Vendor will invoice Company for any such charges. The Vendor will report to Company the effect that the implementation of the Change Order will have on price, schedule, and other aspects of the SOW.
- A sample SOW Change Order Form for agreement of any reviewed change is attached as Appendix C.

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APPENDIX C. Statement of Work (“SOW”) Change Order Form



This Statement of Work (“SOW”) Change Order (“Change Order”) defines the modifications to the original Statement of Work and is agreed to by Parties under the terms and conditions of the Reference Agreement.

- A. Delete the following language in the original Statement of Work:

Insert the following language therefore in the original Statement of Work: