

STATEMENT OF WORK
for 2025 SPONSORSHIP MARKETING SERVICES

This Statement of Work, “SOW” effective as of January 1, 2025 (“SOW Effective Date”), is entered into by and between [REDACTED], Inc. (“[REDACTED]”) and Octagon, Inc. (“Service Provider”). This SOW is incorporated by reference and subject to and governed by the terms and conditions set forth in the Professional Services Agreement by and between [REDACTED] and Service Provider dated August 1, 2014 (the “Agreement”). This SOW and the Agreement constitute the complete agreement regarding the Services provided under this SOW. Unless otherwise defined herein, all capitalized terms used in this SOW shall have the meaning ascribed to them in the Agreement.

1. Services Overview

This SOW covers Service Provider’s delivery of Services, deliverables and Work Product as further described herein relating to the strategic development, negotiation, management, and measurement of [REDACTED] sponsorship portfolio in the United States.

2. Detailed Description of Services, Work Product and Other Deliverables

Service Provider will perform the following Services and provide to [REDACTED] the following Work Product and other deliverables during the SOW Term (defined below):

1. Strategic support and guidance
 - Provide insight into various sponsorship categories to include arts, culinary, entertainment, sports, and venues
 - Provide thought leadership and trends
 - Conduct competitive analysis/assessment (airline and non-airline)
 - Assist in evaluating how [REDACTED] partnerships can be integrated into [REDACTED] specific events (customer and employee specific events)
2. Refinement and execution of [REDACTED] sponsorship strategy
 - Work with [REDACTED] to refine [REDACTED] current sponsorship strategy to ensure all sponsorships (current and future) support [REDACTED] business objectives
 - When requested, develop programming that aligns with the sponsorship strategy geared towards the target consumer
3. Assessment of [REDACTED] sponsorship portfolio to ensure alignment with key business objectives
 - Conduct an ongoing assessment of [REDACTED] existing portfolio against business strategies to identify gaps that may exist and need to be filled by new properties.
 - Continue to utilize and augment a customized Portfolio Management Tool that was designed for [REDACTED] to:
 - Audit and manage existing portfolio
 - Assess new sponsorship opportunities
 - Report on the impact of sponsorships
 - Create an ongoing governance framework
 - Review sponsorship assets to ensure [REDACTED] is receiving the most important property assets to achieve business objectives
 - Provide recommendations on existing portfolio/asset modifications
 - Assist [REDACTED] in the negotiation of existing property renewals and new opportunities
4. Management of a process to measure Return On Investment, Return On Objectives, and Program-level measurement
 - Monitor and assess sponsorship return on objectives (ROO)/return on investment (ROI)
 - Develop standard reports, allowing for immediate access of ROI/ROO information
 - Engage ongoing methodologies to ensure contractual assets are delivered
 - Engage program-level measurement methodology and lead in execution of post-program surveying to measure effectiveness against brand objectives

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5. Day-to-day management of sponsorship properties

- Support the [REDACTED] sponsorship team in integrating and leveraging all facets of the sponsorship portfolio in the United States to include day-to-day activities, relationship management, and management of contractual assets
- Develop strategic programs specific to [REDACTED] sponsorship partners
- Lead collective agency group from planning process to execution

6. Other

- Review proposals and provide points of view on property renewals (fee, assets, etc.) to include US and international locations
- Provide recommendations on talent at various events throughout the year
- Develop a method to track contractual assets by property
- Assist in annual planning of the overall sponsorship portfolio
- Attend agency meetings when requested by [REDACTED]

Scope Exclusions

- Any additional primary research requested by [REDACTED]
- Creative development
- Event production/activation
- Digital program extensions including SkyMiles data entry
- Other Octagon business unit projects and retainers including, but not limited to multicultural, digital strategy, hospitality, and music

Such Services, Work Product and other deliverables shall be provided in accordance with and conform in all material respects with the Specifications (defined below) set out above.

Any work commenced prior to the SOW Effective Date in connection with this SOW herein shall be subject to and governed by the terms and conditions of this SOW and the Agreement.

3. SOW Term & Project Schedule

SOW Term: The term of this SOW will commence on the SOW Effective Date and end on December 31, 2025 (“SOW Term”).

Project Schedule: Service Provider will complete the Services, Work Product and other deliverables according to the following schedule (“Project Schedule”):

Service/Deliverable/Work Product	Completion and Delivery Date
2025 US Sponsorship Portfolio Management	DECEMBER 31, 2025

Any changes to the Project Schedule must be agreed upon in a writing signed by both parties.

4. Personnel

Service Provider will provide the resources and personnel required to perform the Services and deliver the deliverables and Work Product during the SOW Term.

Consultant personnel will be experienced in sponsorship marketing strategy, negotiation, valuation and asset management.

Consultant personnel will work onsite or from Service Provider’s office(s) as agreed to by [REDACTED]



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Service Provider's Project Management or project contact(s) shall include:

Name	Title
Woody Thompson	Executive Vice President
Lindsay Wynalek	Senior Vice President
Nancy Atufunwa	Senior Vice President
Scott Seymour	Senior Vice President
Kevin Wittner	Senior Vice President
Zack Robbins	Group Director
Adam Daroff	Group Director
Sarah Rouse	Account Director
Evan Bowie	Account Director
Lawrence Bell	Account Director
Vanessa Herrera	Senior Account Manager
Diego Salas	Senior Account Manager
Brett Centracchio	Account Manager
TBD	Account Manager
Emma Varela	Account Manager
Braden Buerk	Senior Account Executive
Caitlyn Stack	Senior Account Executive
Cole Smith	Senior Account Executive

5. Project Fees & Expenses

All pricing and payments shall be in U.S. dollars.

Fees: Service Provider will perform the Services and provide the Work Product and deliverables hereunder on a fixed fee basis for a total of [REDACTED] ("Project Fees") to be invoiced in 12 equal monthly installments of [REDACTED].

Invoicing Schedule: In no event shall the cumulative amount of all invoices exceed the amount of the Project Fees without the prior written consent of [REDACTED]. All fees are due and payable in accordance with the Agreement.

Expenses: Day-to-day expenses are included as part of the Project Fees. If extenuating expenses are pre-approved by [REDACTED] Supply Chain Management representative in writing, such as unforeseen airfare, hotel accommodations, and meals (out of town), [REDACTED] will reimburse expense amounts invoiced in accordance with the Agreement.

6. Acceptance

Service Provider will notify [REDACTED] of the delivery of completed Services, deliverables and/or Work Product. [REDACTED] will promptly review all Services, deliverables and/or Work Product to determine whether those Services, deliverables and Work Product conform to the specifications outlined in this SOW (the "Specifications"). If [REDACTED] determines that the Services, deliverables or Work Product do not meet such Specifications, [REDACTED] shall notify Service Provider in writing (email shall suffice). Service Provider will promptly correct all material nonconformities in the Services, deliverables and Work Product without any additional cost to [REDACTED]. If there is a dispute between [REDACTED] and Service Provider pertaining to performance or quality of the Services, deliverables and/or Work Product, [REDACTED] will notify Service Provider of the dispute and of [REDACTED] concerns regarding the Services, deliverables and/or Work Product, in writing, within fifteen (15) business days of receipt of the Service, deliverable or Work Product, as applicable. In such event,

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██████████ will allow Service Provider five (5) business days to submit an action plan to correct the concern. █████ shall not be billed for time associated with planning, development and/or execution of any corrective action. Jan. The Services, deliverables and Work Product will be accepted upon Service Provider's delivery and █████ written acceptance of all Services, deliverables and/or Work Product ("Acceptance").

Notwithstanding anything herein to the contrary, █████ may withhold final payment of the Services, deliverables and Work Product hereunder until Acceptance of all Services, deliverables and Work Product in accordance with the foregoing paragraph.

7. █████ Responsibilities

██████████ may provide Service Provider with personnel identification badges (if required) in accordance with █████ security policies and subject to a written commitment by such personnel concerning badge use and return. Service Provider shall be responsible for returnin all badges and credentials issued to its personnel in accordance with such commitment. If providing Services on █████ site(s), Service Provider will be provided space equipped with telephone and Internet access, and a desktop computer will be provided for sending internal documentation to █████ personnel.

8. Documentation

Service Provider will document the Work Product, deliverables, and the results of the Services as outlined in this SOW. The Services, deliverables, Work Product, and applicable documentation will be presented to █████ Project Management for approval.

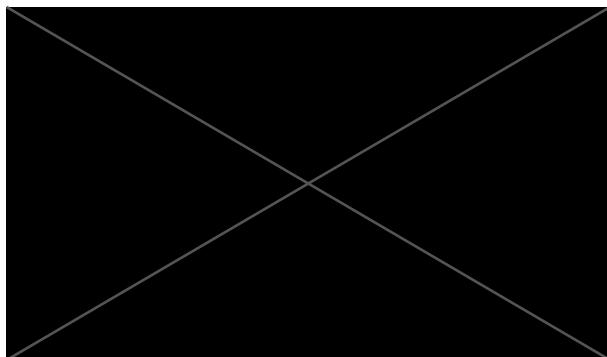
9. Change Orders

Changes to this SOW will be processed in accordance with the procedure described in the Agreement. Changes to this SOW may be made using the Change Order template attached to the Agreement or as otherwise provided by █████.

10. Personal Data Processing

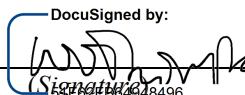
The Processin of Personal Data in connection with this SOW shall be governed by the terms of the data processing addendum at ██████████ unless the parties have formally executed the same, in which case the executed version shall control (the controlling version shall be referred to as the "DPA"). The terms of the DPA shall be deemed incorporated by reference into this SOW as if fully set forth herein. The DPA Schedule set forth in Attachment 1 supplements the DPA and describes the parties' Processing of Personal Data under this SOW. Capitalized terms used in this Section 10 and in Attachment 1, which are otherwise undefined, shall have the respective meanings assigned to them in the DPA.

IN WITNESS WHEREOF, the parties' authorized representatives have executed this SOW to be effective as of the SOW Effective Date.



OCTAGON, INC.

By:

DocuSigned by:

Signature ID: 62FB468496...

Name: Woody Thompson

Title: Executive Vice President

Date: 01-22-2025

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ATTACHMENT 1
DPA Schedule

Subject/Purpose	The purpose of Processing is to perform the activities contemplated by this SOW and the DPA relating to the subject matter of the Agreement.				
Nature	Processing may include the following activities, in addition to any activities contemplated by this SOW or the DPA: collection, use, storage, organization, restriction, erasure, destruction, disclosure, and Cross-Border Data Transfer.				
Personal Data	<input type="checkbox"/> Any	<input type="checkbox"/> Preferences/Interests	<input type="checkbox"/> Biometric		
	<input type="checkbox"/> Name	<input type="checkbox"/> Geolocation	<input type="checkbox"/> Genetic		
	<input type="checkbox"/> Birthdate	<input type="checkbox"/> Internet/Network Activity	<input type="checkbox"/> Racial/Ethnic		
	<input type="checkbox"/> Contact Details	<input type="checkbox"/> Visual/Audio	<input type="checkbox"/> Political		
	<input type="checkbox"/> Passport Number	<input type="checkbox"/> Employment/Professional	<input type="checkbox"/> Religious/Philosophical		
	<input type="checkbox"/> Other ID Number	<input type="checkbox"/> Union Membership	<input type="checkbox"/> Sexual Orientation		
	<input type="checkbox"/> Travel Details	<input type="checkbox"/> Financial/Payment	<input type="checkbox"/> Other (specify)		
	<input type="checkbox"/> Commercial Activity	<input type="checkbox"/> Health/Medical			
Data Subject Type/Residence	<input type="checkbox"/> Customers	<input type="checkbox"/> Employees/Contractors	<input type="checkbox"/> Other (specify)		
	<input checked="" type="checkbox"/> Global	<input type="checkbox"/> U.S. residents only (Cross-Border Data Transfer Basis N/A)			
Cross-Border Data Transfer Basis	<input checked="" type="checkbox"/> SCC (see <u>Attachment 5</u> to the DPA for details) <input type="checkbox"/> Code of Conduct / Certification (specify) <input type="checkbox"/> Other (specify) <input type="checkbox"/> Derogation under Applicable Data Processing Law (specify) <input checked="" type="checkbox"/> Adequacy decision(s) under Applicable Data Processing Law				
Security Measures	See the Agreement and <u>Attachment 3</u> to the DPA.				
Duration/Retention	See Section 9 of the DPA.				