

Community Video TourBook Agreement

CGI Communications, Inc.
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Website: www.mylongview.com

This agreement is between CGI Communications, Inc. and the City of Longview and shall remain in effect from the date it is signed by both parties until May 21, 2015. This Agreement shall automatically renew at the end of its term for a successive three (3) year period unless either party gives written notice of its intention to terminate or modify at least sixty (60) days prior to the end of the current term. Any termination or modification of this Agreement shall not take effect until the expiration of the current term.

CGI Communications, Inc. and its eLocalLink division shall provide a Community Video Program as follows:

- Website Welcome video from your Mayor or other civic leader and an Education, Quality of Life, and Real Estate/Relocation video (approx. 1 minute in duration)
- Up to 2 additional videos to showcase various aspects of your community and/or organization (providing a total of six, 1 minute community highlight videos)
- Script writing and video content consultation
- A videographer will come to your location to film videos
- All aspects of video production and editing, from raw footage to final video including professional voiceovers and background music
- Final draft of Community Video Program content subject to your approval
- Patented OneClick™ Technology and encoding of all videos into multiple streaming digital formats to play on all computer systems, browsers, and Internet connection speeds; recognized player formats include WindowsMedia® and QuickTime®
- Store and stream all videos on CGI's dedicated server
- Business sponsors allowed on the perimeter of video panels
- Duration of sponsor participation will be one year and eLocalLink is solely responsible for annual sponsorship fulfillment including all related aspects of marketing, production, printing, and distribution
- Viewer access of the Community Video Program from your website shall be facilitated by eLocalLink providing HTML source code for graphic link to be prominently displayed on the www.mylongview.com website homepage as follows: "Coming Soon" graphic link designed to coordinate with existing website color theme to be provided within 10 business days of execution of this agreement; "Video Tour Book" graphic link to be provided to replace the "Coming Soon" link upon completion and approval of videos
- eLocalLink will own copyrights of the master Community Video Program
- The City of Longview will assume no cost or liability for this project

Program Add-On:

- Encoding, hosting, and streaming of additional 5 minutes of video per month. Finished video content will be provided to CGI by the City of Longview
- SmartTrack™ measurement and trackability
- 1 Additional community highlight video (approximately 1 minute in duration)

The City of Longview shall provide the following:

- A letter of introduction for the program on your organization's letterhead
- Assist with the content and script for the Community Video Program
- Agrees to give eLocalLink the right to use organization's name in connection with the preparation, production, and marketing of the program set forth herein only, provided that CGI first seeks and obtain the City's review and approval of all such use
- Agrees to display the "Coming Soon" graphic link prominently on the www.mylongview.com website homepage within 10 business days of receipt of HTML source code
- Agrees to display the "Video Tour Book" link to be no less than 149 by 181 pixels prominently on the www.mylongview.com website homepage for the term of this agreement
- In the event contract signatory changes, the City of Longview agreement shall remain valid until the agreed upon expiration date
- Exclusive streaming video rights for eLL, along with any of its parent companies, affiliates, successors and assigns, including but not limited to, CGI, CVN and relocate.org to stream all video content on its/their "Community Video Network"
- The City of Longview represents and warrants that any and all photographs, videos, and other content it submits to us for use in any video or other production does not infringe on any third party's copyrighted material, trademark or other intellectual privacy or publicity rights and shall defend and indemnify us from any such claim or action
- CGI, being solely responsible for all Video Content (except for that specifically supplied by the City), will defend and indemnify the City for any actions, claims or suits brought against the City related to this Program

This Agreement constitutes the entire agreement of the parties and supersedes any and all prior communications, understandings and agreements, whether oral or written. No modification or claimed waiver of any provision shall be valid except by written amendment signed by the parties herein

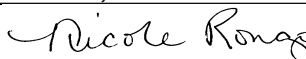
We, the undersigned, understand the above information and have full authority to sign this agreement

The City of Longview, WA

CGI Communications, Inc.

Signature:

Signature:



Name (printed):

Name (printed): Nicole Rongo

Title:

Title: Vice President of Marketing

Date:

Date: 03/16/2012