

2016 County Video Program  
CGI Communications, Inc.  
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<b>Name:</b> Ray Espinosa
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This agreement is between CGI Communications, Inc. ("CGI") and San Benito County (the "County") and shall remain in effect from the date it is signed by both parties until the third anniversary of the date that the completed and approved County Video Program is made available for viewer access on different devices via a link on the [www.cosb.us](http://www.cosb.us) homepage, including any alternate versions of that homepage.

**During the term of this Agreement, CGI shall:**

- Produce video content with subject matter that includes but is not limited to: *Welcome, Education, Healthy Living, Homes / Real Estate*, and two additional videos with County's choice of subject matter
- Provide one Community Organizations chapter to promote charities, nonprofits and community development organizations
- Provide script writing and video content consultation
- Send a videographer to County locations to shoot footage for the videos
- Reserve the right to use still images and photos for video production
- Provide all aspects of video production and editing, from raw footage to final video including professional voiceovers and background music
- Provide a final draft of County Video Program content subject to County's approval (up to 3 sets of revisions allowed). CGI's request for approval of content or revision, including final draft, shall be deemed approved if no response is received by us within 30 days of request
- Provide our patented OneClick™ Technology and encode 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
- Feature business sponsors around the perimeter of video panels
- Be solely responsible for sponsorship fulfillment including all related aspects of marketing, production, printing, and distribution
- Facilitate viewer access of the County Video Program from County website, including any alternate versions of County's homepage, for different devices, by providing HTML source code for a graphic link to be prominently displayed on the [www.cosb.us](http://www.cosb.us) 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. "County Video Program" graphic link to be provided to replace the "Coming Soon" link upon completion and approval of videos
- Grant to County a license to use CGI's Line of Code to link to and/or stream the videos
- Own copyrights of the master County Video Program
- Assume all costs for the County Video Program
- Afford businesses the opportunity to purchase various digital media products and services from CGI and its affiliates
- Honor any request for termination of this agreement upon 30 day notice and only if the County continues to provide the County Video Program linkage from its homepage for the duration of business sponsorship fulfillment.

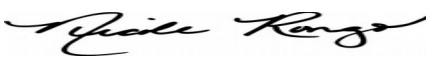
**Program add-ons will include:**

- The GoCast™ recording app and up to three (3) instant GoCast™ video widgets for placement on the County website. Each Cast allows for up to two (2) minutes of video which can be replaced or updated anytime

**During the term of this Agreement, the County shall:**

- Provide a letter of introduction for the program on County's letterhead
- Assist with the content and script for the County Video Program
- Grant CGI the right to use County's name in connection with the preparation, production, and marketing of the Program
- Display the "Coming Soon" graphic link prominently on the [www.cosb.us](http://www.cosb.us) homepage within 10 business days of receipt of HTML source code
- Display the "County Video Program" link prominently on its [www.cosb.us](http://www.cosb.us) homepage, including any alternate versions of your home page, for viewer access on different devices for the entire term of this agreement
- Ensure that this agreement remains valid and in force until the agreed upon expiration date, regardless of change in administration
- Grant full and exclusive streaming video rights for CGI and its subsidiaries, affiliates, successors and assigns to stream all video content produced by CGI for the County Video Program only
- Agree that CGI and the County each represent and warrant that any and all photographs, videos, and other content it submits for use in any video or other display does not infringe on any third party's copyrighted material, trademark or other intellectual privacy or publicity rights and shall defend and indemnify the other from any such claim or action

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. County warrants that it is a tax exempt entity. The undersigned, have read and understand the above information and have full authority to sign this agreement.

<b>San Benito County, CA</b>	<b>CGI Communications, Inc.</b>
<b>Signature:</b>	
<b>Name (printed):</b>	<b>Name (printed): Nicole Rongo</b>
<b>Title:</b>	<b>Title: Vice President of Marketing and Acquisitions</b>

Date:

Date: August 11, 2016