



Name: Ellis Smith
Title: Director of Special Projects
Address: 101 E 11th Street
City, State, Zip: Chattanooga, TN 37402
Phone number: 770-331-7191
Email: esmith@chattanooga.gov
Website: <https://chattanooga.gov/>

This Agreement is between CGI Communications, Inc. D/B/A CGI Digital ("CGI") and the City of Chattanooga (the "City") 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 Community Video Program is made available for viewer access on different devices via a link on the <https://chattanooga.gov/> homepage, including any alternate versions of that homepage.

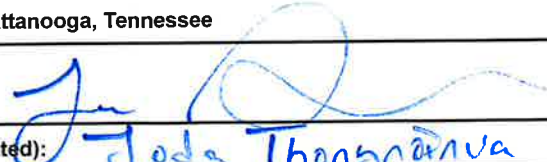
During the term of this Agreement, CGI shall:

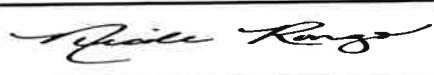
- Produce up to six video chapters with subject matter that may include but is not limited to: Welcome, Education, Healthy Living, Homes / Real Estate, or Community Organizations
- Multiple segments of aerial footage pending approval from FAA and any airports within a 5 mile radius of filming location(s)
- Provide script writing and video content consultation
- Send a videographer to City 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 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
- Afford businesses the opportunity to purchase various digital media products and services from CGI and its affiliates
- 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 Community Video Program from City website, including any alternate versions of City's homepage, for different devices, by providing HTML source code for a graphic link to be prominently displayed on the <https://chattanooga.gov/> 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. "Community Video Program" graphic link to be provided to replace the "Coming Soon" link upon completion and approval of videos
- Grant to City a license to use CGI's Line of Code to link to and/or stream the videos
- Own copyrights of the master Community Video Program
- Assume all costs for the Community Video Program

During the term of this Agreement, the City shall:

- Provide a letter of introduction for the program on City's letterhead
- Assist with the content and script for the Community Video Program
- Provide notice of any changes, revisions, requests or modifications to final video content within 30 days of its receipt
- Grant CGI the right to use City's name in connection with the preparation, production, and marketing of the Community Video Program
- Display the "Coming Soon" graphic link prominently on the <https://chattanooga.gov/> homepage within 10 business days of receipt of HTML source code
- Display the "Community Video Program" link prominently on its <https://chattanooga.gov/> 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 Community Video Program
- Agree that the City will not knowingly submit any photograph, video, or other content that infringes on any third party's copyright, trademark or other intellectual property, privacy or publicity right for use in any video or other display comprising 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. City 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.

City of Chattanooga, Tennessee
 Signature: 
 Name (printed): Joda Thangnanna
 Title: Chief of Staff
 Date: 4/11/22

CGI Communications, Inc. D/B/A CGI Digital
 Signature: 
 Name (printed): Nicole Rongo
 Title: Vice President, Government Relations & Strategic Partnerships
 Date: April 1, 2022



130 East Main Street, 5th Floor
 Rochester, NY 14604

Phone: 800.398.3029
 Fax: 585.653.7393