

Storyblocks Enterprise Royalty Free License Agreement

This License Agreement (the “**Agreement**”) is entered into as of June 30, 2023 (the “**Effective Date**”) between Hidalgo County (“**you**” or “**company**”) and Footage Firm, Inc. (“**Storyblocks**” or “**we**”). The agreement provides 5 user licenses/logins limited to Public Affairs Team & Creative Team.

Features	Enterprise Solutions
Storyblocks Video Unlimited Library: <i>Full access to unlimited download library (including After Effects templates)</i> Storyblocks Image Unlimited Library: <i>Full access to unlimited download library</i> Storyblocks Audio Unlimited Library: <i>Full access to unlimited download library</i> Storyblocks Maker for Teams: <i>Full access to video editor and templates</i>	Included
User Licenses	5 Users within Public Affairs Team & Creative Team
Email and phone support	Included
Dedicated Customer Success Team with priority support (successteam@storyblocks.com)	Included
Term / Effective Date	06/30/2023 – 06/29/2026
2023 Standard Price (06/30/2023 – 06/29/2024)	\$6,200*
2024 Standard Price (06/30/2024 – 06/29/2025)	\$6,200*
2025 Standard Price (06/30/2025 – 06/29/2026)	\$6,200*

* Plus any applicable taxes (including, but not limited to, withholding, sales, and value added taxes), fees, duties, or governmental charges imposed by any taxing jurisdiction.

Payment Schedule:

- Annual subscription payments due net-30 days from the invoice dates. An annual invoice for the specified amount (see pricing table above) will be issued on the effective date (every 12 months) of this agreement. Due to the unlimited and perpetual nature of our business we have a strict no cancellation policy and all invoices must be paid in order to maintain this licensing agreement. Should there be a default in payment per the price and payment schedules, any content downloaded during the term of this agreement would not be licensed or guaranteed by Storyblocks.

BY SIGNING THIS AGREEMENT, COMPANY HEREBY ACCEPTS THE TERMS OF THIS AGREEMENT AND THE TERMS AND CONDITIONS INCORPORATED BY REFERENCE.

Hidalgo County:

Storyblocks:

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXECUTED as of the day and year first written above.

APPROVED BY COMMISSIONERS' COURT ON July 11, 2023.

Agenda Item No. _____

Executive Office: _____

APPROVED AS TO FORM

Office of the Criminal District Attorney,
Toribio "Terry" Palacios

ATTEST:

Josephine Ramirez Solis, ADA

Arturo Guajardo, Jr., County Clerk

ATTACHMENTS:

Minutes

SUPPLEMENTAL SIGNATURES:

(If Applicable)

Storyblocks Enterprise Royalty-Free License Agreement

A. Your Rights. We, Footage Firm, Inc., the owner of storyblocks.com, videoblocks.com, graphicstock.com, and audioblocks.com, grant you a perpetual, worldwide right to incorporate the Stock Files you obtain from us into any work you create.

Retroactive Enterprise Royalty-Free License:

In addition to the rights and guarantees specified below and provided for the Effective Dates of this agreement, Storyblocks will retroactively extend all rights, warrants, guarantees, indemnity, and limitations (the Enterprise Royalty-Free License) to all Storyblocks Stock Files used prior to the Effective Dates, downloaded by the account associated with the email address: jaclyn.trevino@co.hidalgo.tx.us

For any Stock Files you obtain from us, you may incorporate them into any project, commercial or otherwise, including feature films, broadcast, educational, print, multimedia, games, merchandise, and the internet.

Once you incorporate a Stock File into your project, you can share your finished project freely, but you may not share the underlying individual Stock File as a standalone file with anyone who does not also have an appropriate Storyblocks Enterprise (user) license. (That said, if you are working on a project and need to show someone else, such as a client, one of our files for the sole purpose of getting their input on whether to incorporate the file into your project, that is perfectly fine. But they cannot use the stock file themselves for any other purpose unless they get their own license.) You also agree to use your best efforts to avoid letting the Stock File be accessible to others as a standalone file, but since that's not always possible, your inability to prevent copying will not be considered a breach of this License.

Our Stock Files may include videos, photos, graphics, audio, fonts, templates, and more. This License covers all Stock Files obtained from our platform. Keep in mind that this License is limited in certain ways, as explained below, and it is neither exclusive to you nor transferrable to others.

B. Our Guarantee. We promise that if you use our Stock Files as described in this License, your use will not infringe on the rights (such as copyrights) of a third party.

We also put our money where our mouth is. In fact, we will provide you up to \$1,000,000 in indemnification if you incur any direct damages due to our breach of this promise. This is known as our Limited Warranty. Because this is a big number, we need to make a few things clear. **In no event, including negligence, will we be liable to you or any third party for incidental, indirect, or consequential damages of any kind. Our maximum aggregate liability for all breaches of the Limited Warranty will be limited to the lesser of \$1,000,000 and the actual, direct damages you incur directly arising from the breach. We make no other warranties of any kind about our files or services beyond the Limited Warranty.**

Note that trademarks, logos, or copyrights depicted *within* our Stock Files are not covered by this guarantee. For example, if one of our videos depicts someone holding a brand-name beverage, the beverage label may be protected by copyright and trademark law and should be used at your own risk. (We wouldn't want you to think that this License lets you reprint Coca-Cola cans.)

C. Basic Limitations. Ensuring fairness for all of our artists and other customers is a top priority. Here is how we protect them.

1. You cannot sell, license, or redistribute our Stock Files, nor can you build your own stock media site with our files. You cannot create a trademark or logo based on our Stock Files, since that could block other customers from using the Stock Files. Finally, you cannot use Stock Files to harm minors, to encourage violence, or for an unlawful purpose, such as defamation.
2. Our library offers an unlimited download model, and because of this, we want to make sure people are not abusing the membership to stockpile large numbers of clips without intending to actually use them in upcoming projects. For this reason, you cannot use automation, such as computer scripts, to download or "scrape" high volumes of Stock Files, nor can you do so manually if your intent is simply to stockpile content. (People often ask what we mean by "high volumes" of clips. Although this is a case-by-case determination, as a rule of thumb, it is perfectly fine to download a few dozen of our most beautiful clips that you think might be useful in the future. By contrast, downloading 500 files at once or downloading a similar number of files in the last month of the Term as to the previous 11, would qualify as abuse.)
3. For Stock Files with identifiable people or property, we will clearly mark whether the Stock File is "model released" or "property released" or both on the clip description pages. We guarantee that such content will not infringe on the rights of an individual (for model-released content) or property (for property-released content). If content depicts identifiable people or property and does not have the appropriate release, you may still use the content, but you must satisfy yourself that all necessary releases are provided for your intended use. For example, content used for "editorial" purposes generally does not require a release. Also, for model-released Stock Files, you must not depict the models in a way that a reasonable person would find offensive. Just to be clear, the issue is whether your depiction of the models is offensive, not whether your project as a whole may be offensive. For example, you could use Stock Files with models in a documentary about a rare and embarrassing medical



condition, but you should not depict the models in a way that suggests they *personally* carry the condition, unless our clip already depicts them that way. (Our models do not want to be portrayed as scum or scallywags.)

4. This License allows you to use our audio clips in YouTube videos, but since we are not associated with YouTube or similar platforms, we cannot prevent other people from incorrectly claiming that your video violates a copyright. If you get such a claim, let us know, and we will walk you through the steps to help you resolve the problem. Still, platforms like YouTube could block your content for reasons beyond our control.

D. Multi-Seat Licensing. Our Enterprise License is written for and indemnifies you and your entity or company.

The license provided under this Agreement provides access to stock files and all the warranties and guarantees specified in this license to all authorized “Users” and the entity or company that they work for. User licenses / seats are limited to the number of licenses / seats specified above. All “Users” must have a unique login that is identified by first name, last name, and corresponding email address. If we have reasons to believe more than one person using the login this will be considered a breach of the terms of this agreement. If you or your company require additional user licenses or if you have a question about authorized users; contact our Enterprise Team at enterprise@storyblocks.com.

E. Other Legal Provisions.

1. You will make commercially reasonable efforts to credit Storyblocks as the provider of content: “*Footage provided by Storyblocks*”. Storyblocks may publicly refer to you, orally or in writing, as a customer of Storyblocks.
2. This Agreement will be governed by the laws of the Texas, excluding its body of law relating to conflicts of law and copyright law. If any provision of this Agreement is found invalid, the other provisions will not be affected. You must be of legal age to enter this Agreement.
3. On our website, we may offer plans that modify this agreement in certain ways, such as providing additional seats or indemnification. Except for those plan-specific terms, this agreement still applies.
4. Gross up: All payments made by and/or amounts due from you to Storyblocks under this Agreement shall be made without any deduction and free and clear of and without any deduction for or on account of any applicable present or future taxes (including, but not limited to, withholding taxes, sales taxes, and value added taxes), fees, duties, or governmental charges imposed by any taxing jurisdiction (the “Taxes”). If any Taxes must be deducted from any amounts payable or paid by you, you shall pay such additional amounts as may be necessary to ensure that Storyblocks receives a net amount equal to the full amount which it would have received if no Taxes were payable. No sales tax will be collected by Storyblocks unless required by applicable laws, rules, or regulations. If any such sales tax is due by you, you agree to notify Storyblocks and you will be responsible for paying such sales tax and such additional amounts as may be necessary to ensure that Storyblocks receives a net amount equal to the full amount which it would have received if no sales taxes were payable.