



Storyblocks for Business



**License Agreement for City
Of Vicksburg**

Storyblocks Enterprise Royalty Free License Agreement

This License Agreement (the “**Agreement**”) is entered into as of July 1, 2025 (the “**Effective Date**”) between City Of Vicksburg (“**you**” or “**company**”) and Footage Firm, Inc. (“**Storyblocks**” or “**we**”).

Features	Enterprise Solutions
<p>Storyblocks Video Unlimited Library: <i>Full access to unlimited download library</i></p> <p>Storyblocks Maker for Teams: <i>Full access to video editor and templates</i></p> <p><u>Additional Features</u> Adobe Creative Cloud Plugin YouTube claims support and unlimited Channel IDs Admin controls Shared project folders and download history</p>	Included
User Licenses	Up to 1 Users Licenses
Email support	Included
Dedicated Customer Success Team with priority support	Included
Term / Effective Date	July 1, 2025 - June 30, 2026
Standard Price	\$5,000.00 USD*

* 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. If tax exempt, please upload [certificate here](#).

Payment Schedule:

Annual subscription payment due net-45 days from the invoice date. An invoice for the total price will be issued on the effective date 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.

City Of Vicksburg:

Storyblocks:

Signature: _____

Signature: _____

Name:

Name:

Title:

Title:

Date:

Date:

City Of Vicksburg's Billing Information:

Name:

Email Address:

Physical Address:

PO Required

☐

PO Number

STORYBLOCKS BUSINESS LICENSE AGREEMENT

This is a license agreement (“**Agreement**”) between Footage Firm, Inc. d/b/a Storyblocks (“**Storyblocks**”) and City Of Vicksburg (“**Customer**”) that describes how Customer and its authorized users (each a “**User**”) may use Storyblocks’ content, including, without limitation, graphics, pictures, video clips, font files, audio clips, and other media content (collectively “**Stock Files**”) available through any Storyblocks’ website, including, without limitation, storyblocks.com (collectively, the “**Platform**”) based on the subscription plan including the number of Users and/or teams described in an order form signed by Storyblocks and Customer (“**Customer Subscription**”). Before downloading any Stock File, each User must accept the [Platform Terms of Service](#) (“**Terms of Service**”).

1. Right to Use Stock Files

1.1 Subject to the timely payment of the fees due to Storyblocks in connection with Customer’s Subscription, Customer’s compliance with the terms and obligations herein, and all Users’ compliance with the Terms of Service, Storyblocks grants Customer a worldwide, non-exclusive, non-sub-licensable, non-assignable, non-transferable and perpetual royalty-free right to incorporate the Stock Files into any and all media, including feature films, broadcast, educational, print, multimedia, games, merchandise, and other projects Customer creates (“**Customer Works**”).

1.2 **By entering into a Business License Agreement, you represent and warrant to Storyblocks that you have the full right, power, and authorization to enter into this Agreement on behalf of your company or organization, and to bind your company or organization to the terms of this Agreement.**

2. License Restrictions

2.1 **No Standalone File Use or Stockpiling:** Customer and its Users may not: (i) use or otherwise make any Stock File, or any portion thereof, available separate from its incorporation in a Customer Work; (ii) make any Stock File available in a manner that allows or invites a third party to download, extract, redistribute or access the Stock File as a standalone file; or (iii) use automation, such as computer scripts, to download or scrape high volumes of Stock Files or manually stockpile Stock Files without intending to use them for a particular Customer Work.

2.2 **No Unlawful Use:** Customer and its Users may not use any Stock File for pornographic, defamatory or otherwise unlawful purposes, whether directly or in context or juxtaposition with other material or subject matter.

2.3 **No False Representation of Authorship:** Customer and its Users may not falsely represent, expressly or impliedly, that Customer or any User is the original creator of a work that derives a substantial part of its artistic components from a Stock File.

2.4 **No Trademark Use:** Customer and its Users may not incorporate any Stock File into a logo, corporate ID, trademark, or service mark.

2.5 **No Sensitive Use:** Stock Files may not be used in connection with a subject that would be unflattering or unduly controversial to a reasonable person and any such use is a material breach of this Agreement.

2.6 **No Competing Use:** Customer and its Users may not use any Stock File to compete with Storyblocks or create a library of content for distribution.

2.7 **NFTs:** Customer and its Users may not use any Stock File in connection with an immutable digital asset intended for sale or distribution (such as a non-fungible token).

2.8 **Restrictions on Machine Learning, AI, or Biometric Technology Uses:** Customer and its Users may not use any Stock File (including any caption information, keywords or other metadata associated with content) for machine learning and/or artificial intelligence purposes (i.e., to train AI systems), or for any technologies designed or intended for the identification of natural persons. The foregoing is not meant to serve as a restriction on Customer’s ability to use AI to assist in Customer’s selection of Stock Files or in the creation of projects that do not transform the underlying Stock Files.

3. Additional Restrictions on Use of Audio Stock Files

Customer and its Users may use audio-based Stock Files within other projects, however in no event may a User upload or share any portion of an audio-based Stock File with any digital streaming platform (i.e., Spotify, Apple Music, Pandora, etc.), any online music service of any kind, or other public directory. When using Storyblocks audio-based Stock Files, Customer and its Users may incorporate the audio into another audiovisual work, but shall only have intellectual property rights as to the creative value added. For example, a trivial change to a music track, such as trimming its length, does not transfer ownership of the copyright in that music track and Customer cannot then resell the trimmed track as its or any User's own work of authorship on a service like Spotify (or anywhere else). Some audio-based Stock Files may be owned by writers or publishers who are affiliated with a Performance Rights Organization (each a "PRO"). Such

files will be marked accordingly, and in such cases, public performance uses may need to be reported, and royalties may need to be reported. Some of Storyblocks music is PRO-Free, including Storyblocks' wholly owned Library, also known as Storyblocks Label.

4. Additional Restrictions on Use of Template Stock Files

4.1 Identifiable People and/or Property. When Stock Files contain depictions of identifiable people and/or property, Storyblocks will clearly mark whether the people and/or property depicted are the subjects of release agreements (e.g., either "Model Released" or "Property Released"). **If a Stock File depicting identifiable people and/or property is not marked as "Model Released" or "Property Released" (as applicable), Customer and its Users may still use such Stock Files, but must obtain any releases necessary for use in a Customer Work, and Customer's and its Users' use of such Stock Files is at Customer's own risk.** Storyblocks does not warrant against a third-party claim that Customer's depiction of a person or property within a Customer Work will not subject Customer to a third-party claim.

4.2 Intellectual Property. Storyblocks may use Customer's name and logo to publicly refer to Customer, either orally or in writing, as a customer. Storyblocks and its licensors own all right, title and interest in and to the Platform and Stock Files. No ownership or copyright in or to the Platform or any Stock File shall pass to Customer by the issuance of the rights contained in this Agreement. Except as expressly stated in this Agreement, Storyblocks grants Customer no right or license, express or implied, to any Stock File. Customer may not assert any right to revenue from a collecting society in respect of photocopying, digital copying or other secondary uses of the Stock Files contained in a Customer Work incorporating the Stock Files. Customer must notify Storyblocks if Customer becomes aware of any unauthorized use of a Stock File. Storyblocks reserves all rights not expressly granted to Customer in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Customer or any third party any intellectual property rights or other right, title, or interest in or to the Platform or Stock Files.

4.3 License and Subscription Payment. Payment for each term is due before the term commences and within forty-five (45) days from Customer's receipt of Storyblocks' invoice. Customer may not cancel its subscription during a term and all invoices must be paid in order to maintain Customer's rights herein. Should there be a default in payment for a term, any Stock Files downloaded during that term will not be licensed and Storyblocks may suspend Customer's and its User's access to all libraries. Commencing on the anniversary of each term, this Agreement shall be renewed automatically for successive one year renewal terms unless either party gives written notice to the other (at enterprise@storyblocks.com for Storyblocks) at least 90 days prior to the expiration of the then current term. The fees for each renewal term will be invoiced at least 45 days prior to the upcoming anniversary date of the term. Storyblocks reserves the right to increase the subscription license price for a renewal term in an amount not to exceed five percent (5%) over the Standard Price quoted in the prior, expiring term (which does not include any transaction and/or first-year incentives or other discounts included for a prior term).

4.4 Taxes. All payments made by and/or amounts due from Customer to Storyblocks under this Agreement shall be made without any deduction for or on account of any applicable present or future taxes (including, but not limited to, withholding taxes, sales and or use taxes, and value added taxes), fees, duties, or governmental charges imposed by any taxing jurisdiction (the "Taxes"). If any Taxes must be deducted, Customer 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 or use taxes will be collected by Storyblocks unless required by applicable laws, rules, or regulations. Customer shall notify Storyblocks and be responsible for paying any applicable sales or use taxes 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 such taxes were payable.

5. Others Who May Access and Use the Content. Customer may permit subcontractors to use Stock Files downloaded by a User solely in connection with preparing the final version of a Customer Work and provided that such subcontractors agree to abide by the provisions of this Agreement. You may license Stock Files on behalf of a third-party client ("**Client**") provided you are using the Stock Files in a completed project. **This does not permit you to transfer your license for an individual Stock File to a Client. For more information on license transfers, please contact our Enterprise Sales Team.**

5.1 Seat License. Each User is required to have a unique login that is identified by first name, last name, and corresponding email address. If Storyblocks reasonably believes more than one person is using a login, this will be considered a material breach of the terms of this Agreement and Storyblocks shall have the right to suspend Customer's and its Users' access to Stock Files without any refund. If Customer requires additional user licenses or has a question about authorized users, contact the Storyblocks Enterprise Team at enterprise@storyblocks.com.

6. Term and Termination

6.1 The term of Customer's subscription will continue according to the Customer Subscription so long as all fees are paid on time. Once a subscription expires, Customer and its Users shall have no further right or authorization to download any additional Stock Files from the Platform.

6.2 Storyblocks' subscription model is based on an unlimited download model; Users may download as much content as needed to create Customer Works. However, if there is evidence of misuse (i.e. scraping, caching, and or stockpiling content) or unauthorized access on any User account, a download limit may be put in place. The rights contained in this Agreement will terminate automatically if Customer or any of its Users fail to comply with any provision of this Agreement. Upon written notice of such termination from Storyblocks (email to suffice), Customer and its Users must immediately stop using the Stock Files.

7. Revocation. Storyblocks reserves the right to revoke the right to use any Stock File for good cause and may elect to replace such Stock File with an alternate Stock File. Upon notice of any revocation of a license for any Stock File, Customer and its Users shall immediately cease using such Stock File, shall take all reasonable steps to discontinue use of the revoked Stock File in Customer Works that already exist and shall inform all end-users and clients of same. The replacement Stock Files are subject to the terms and conditions of this Agreement.

8. Warranty and Limitation of Liability.

Storyblocks warrants that: (i) the Stock Files will be free from defects in material and workmanship for thirty (30) days from delivery (Customer's sole and exclusive remedy for such breach is the replacement of the Stock File); and (ii) it has all necessary rights and authority to enter into and perform this Agreement.

8.1 STOCK FILES ARE PROVIDED "AS IS." STORYBLOCKS MAKES NO REPRESENTATION OR WARRANTY, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, QUALITY OF CONTENT, OR COMPATIBILITY WITH ANY COMPUTER HARDWARE OR OTHER EQUIPMENT, OPERATING SYSTEM, OR SOFTWARE PROGRAM. STORYBLOCKS MAKES NO REPRESENTATION OR WARRANTIES THAT THE USE OF THE STOCK FILES WILL BE UNINTERRUPTED OR ERROR FREE. Storyblocks further does not warrant against a platform like YouTube blocking a Customer Work including a Stock File based on a third party claim that a Stock File violates a copyright.

10.1 Assignment and Retroactive License: This Agreement is not assignable by Customer without Storyblocks' prior written consent. Storyblocks may assign this Agreement, without notice or consent, to any corporate affiliate or to any successor in interest, provided that such entity agrees to be bound by these terms.

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: amwilliams@vicksburg.org

10.2 Electronic Storage: Customer must make best efforts to protect the Stock Files from possible misuse. Whenever possible, retain the copyright symbol, the name of Storyblocks, the content identification number and any other information as may be embedded in the electronic file containing the Stock Files. Customer shall make best efforts to safeguard against unauthorized third-party access to the Stock Files.

10.3 Governing Law/Dispute Resolution:
INTENTIONALLY OMITTED.

10.4 **Severability:** If one or more of the provisions contained in the Agreement is found to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not be affected. Such provisions shall be revised only to the extent necessary to make them enforceable.

10.5 **Waiver:** No action of either party, other than express written waiver, may be construed as a waiver of any provision of this Agreement. A delay on the part of either party in the exercise of its rights or remedies will not operate as a waiver of such rights or remedies, and a single or partial exercise by either party of any such rights or remedies will not preclude other or further exercise of that right or remedy. A waiver of a right or remedy on any one occasion will not be construed as a bar to or waiver of rights or remedies on any other occasion.

10.6 **Entire Agreement:** This Agreement is intended for customers of Storyblocks and along with the [Terms of Service](#), [Privacy Policy](#), and the terms of the Customer Subscription, contains all the terms of the license agreement between Customer and Storyblocks. No terms or conditions may be added or deleted unless made in writing and accepted in writing by an authorized representative of each party. In the event of any inconsistency between the terms contained herein and the terms contained on any purchase order or other communication sent by Customer, the terms of this Agreement shall govern.

1999 WL 535496 (Miss.A.G.)

Office of the Attorney General

State of Mississippi

Opinion No.

1999

-0241

May 28, 1999

Re: Power of county to indemnify accounting firm

***1 Hon. Benjamin E. Griffith**
Griffith & Griffith
P. O. Drawer 1680
Cleveland, Mississippi 38732

Dear Mr. Griffith:

Attorney General Mike Moore has received your request for an Official Opinion from this office and has assigned it to me for research and reply.

Your letter states and asks:

On behalf of the Bolivar County Board of Supervisors, I request an official opinion from your office responsive to the following question.

Bolivar County is the owner of Bolivar Medical Center, and proposes to enter into an engagement contract with a nationally recognized accounting firm to perform an independent study of Bolivar Medical Center and to review its current operating condition as a community hospital, the review to consist of the matters specified in Sections 41-13-15(8)(a) through (d) of the *Mississippi Code of 1972*.

The proposed engagement letter of this accounting firm contains a paragraph entitled "limitation on liability and indemnification." Alternatively, the accounting firm has proposed a modified provision similarly entitled. Both versions are enclosed.

I would appreciate an official opinion from your office as to whether or not Bolivar County may lawfully enter into either indemnity and hold harmless provision.

Because of the length of the two proposed provisions, we attach copies thereof to this opinion for ease of reference.

In brief, the first provision limits the liability of the accounting firm for its own negligence to the amount of fees it receives from the county, waives liability for consequential, special, indirect, incidental, punitive or exemplary loss, damage or expense related to the engagement, and requires the county to indemnify and hold the accounting firm harmless from all claims against it relating to the engagement, except for claims finally judicially determined to have resulted from the bad faith or intentional misconduct of the accounting firm.

Again in brief, the second provision is quite similar to the first provision, but adds the phrase "to the extent permitted by Mississippi law" to the limitation of liability and to the indemnification and hold harmless language.

A public contract, such as the one you present, may not limit the liability of a contractor for negligence. *See* MS AG Op., Davis (March 3, 1993), a copy of which is enclosed.

In addition, public entities may not assume contingent liabilities of other entities. *See* MS AG Op., Bruni (May 22, 1998), MS AG Op., Hallmark (October 10, 1997), and MS AG Op., Pittman (March 29, 1995), copies of which are also enclosed.

Therefore, in response to your question, it is the opinion of this office that the Board of Supervisors of Bolivar County may not enter into an engagement contract with an accounting firm which contains language that either purports to limit the liability of the accounting firm, limits the liability of the accounting firm for its own negligence to the amount of fees it receives from the county, waives liability for consequential, special, indirect, incidental, punitive or exemplary loss, damage or expense related to the engagement, or requires the county to indemnify and hold the accounting firm harmless from all claims against it relating to the engagement, except for claims finally judicially determined to have resulted from the bad faith or intentional misconduct of the accounting firm. That the addition of the phrase "to the extent permitted by Mississippi law" to the limitation of liability and to the indemnification and hold harmless language is not prohibited in public contracts but, in our opinion, has no legal effect.

Very truly yours,

*2 Mike Moore
Attorney General
By: Edwin T. Cofer
Special Assistant Attorney General

1999 WL 535496 (Miss.A.G.)

Robert P. Chamberlin, Esquire

Office of the Attorney General

October 18, 2002

2002 WL 31663333 (Miss.A.G.)

Office of the Attorney General

State of Mississippi

^{*1}

Opinion No. 2002-0606

^{*1} October 18, 2002

Re: Contract Provisions

^{*1} Robert P. Chamberlin, Esquire

^{*1} Post Office Box 567

^{*1} Hernando, Mississippi 38632-0567

Dear Mr. Chamberlin:

^{*1} Attorney General Mike Moore has received your request for an official opinion and has assigned it to me for research and reply. Your questions and the responses will be set out and answered below.

^{*1} 1. Can the County enter into a contract that requires them to **waive** the right of **trial** by **jury** ?

^{*1} Response: No. We have previously opined that the state and its political subdivisions are governed by constitutional constraints, including the prohibition against diminishing or relinquishing an obligation or claim held or owned by the state as set forth in MS Const. Art. 4 Section 100. MS AG Op., Clark (June 7, 2002).

^{*1} 2. Can the County enter into a contract that requires the County to enter into non-binding mediation?

^{*1} Response: Mediation is defined as the attempt to settle a legal dispute through active participation of a third party (mediator) who works to find points of agreement and make those in conflict **agree** on a fair result. Mediation differs from arbitration, in which the third party (arbitrator) acts much like a judge in an out-of-court, less formal setting but does not actively participate in the discussion. Mediation does not always result in a settlement. (www.law.com) There is nothing to prevent a political subdivision from **agreeing** to non-binding mediation.

^{*1} 3. Can the County enter into a contract that requires the County to enter into binding arbitration?

^{*1} Response: No. Binding arbitration agreements made by political subdivisions are a form of dispute resolution which do not encompass protections of litigation, such as summary judgments, the discovery process and avenues of appeal, and may run afoul of constitutional provisions and statutes. MS AG Op., Clark (June 7, 2002)

^{*1} 4. Can the County enter into a contract that **waives** consequential or special damages?

^{*1} Response: No. See answer to question 1.

^{*1} 5. Can the County enter into a contract that **waives** punitive damages?

^{*1} Response: No. See answer to question 1.

^{*1} 6. Can the County enter into a contract that **waives** damages of any type?

^{*1} Response: No. See answer to question 1.

^{*1} 7. Can the County enter into a contract that limits damages to the contract price?

^{*1} Response: No. See answer to question 1.

^{*1} 8. Can the County enter into a contract that limits damages to some certain amount?

^{*1} Response: No. See answer to question 1.

^{*1} 9. Can the County enter into a contract that limits the County's right to cancel, reduce or set off for any reason?

^{*1} Response: No. See answer to question 1.

^{*1} 10. Can the County enter into a contract that indemnifies the other party?

***1** Response: No. See answer to question 1.

***1** 11. Can the County enter into a contract that **waives** rights and remedies conferred upon a Lessee by Article 2(a) of the UCC?

***2** Response: No. See answer to question 1.

***2** 12. Can the County enter into a contract that lowers or modifies the statute of limitations for the filing of a claim?

***2** Response: No. See answer to question 1.

***2** 13. Can the County enter into a contract that limits warranty of merchantability?

***2** Response: No. See answer to question 1.

***2** 14. Can the County enter into a contract that limits any other common law warranty?

***2** Response: No. See answer to question 1.

Sincerely yours,

***2** Mike Moore

***2** Attorney General

***2** Beverly A. Bolton

***2** Special Assistant Attorney General

2002 WL 31663333 (Miss.A.G.)

END OF DOCUMENT

West's Annotated Mississippi Code
The Constitution of the State of Mississippi
Article 4. Legislative Department
Prohibitions

MS Const. Art. 4, § 100

Section 100. Release of obligation or liability owed to State or political subdivision

Currentness

No obligation or liability of any person, association, or corporation held or owned by this state, or levee board, or any county, city, or town thereof, shall ever be remitted, released or postponed, or in any way diminished by the Legislature, nor shall such liability or obligation be extinguished except by payment thereof into the proper treasury; nor shall such liability or obligation be exchanged or transferred except upon payment of its face value; but this shall not be construed to prevent the Legislature from providing by general law for the compromise of doubtful claims.

Notes of Decisions (101)

MS Const. Art. 4, § 100, MS CONST Art. 4, § 100

The Statutes and Constitution are current with laws from the 2025 Regular Session effective through March 28, 2025. Some statute sections may be more current, see credits for details. The statutes are subject to changes provided by the Joint Legislative Committee on Compilation, Revision and Publication of Legislation.

End of Document

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