Irrevocable, Non-Exclusive Photo License Agreement (this "License")

I, the undersigned photographer, represent and warrant to The Kansas City Southern Railway Company (KCSR), that I am the sole owner of, and control, all rights, title and interest to the photograph(s) described below and has the legal authority to grant the license herein to KCS. To the best of my knowledge, the photograph's(s') creation, publication and use will not infringe any copyright, right of privacy or right of publicity, or infringe or violate any right of any third party. I agree to indemnify and hold harmless KCS for any claims, suits, damages, loss, liability, actions, or other costs arising out any breach of my representations and warranties set forth above.

In exchange for [\$100]. I hereby grant and convey to KCS an irrevocable, non-exclusive, perpetual license in and to use of the below-described photograph(s) with the understanding that KCS shall have the right to publish, distribute, reproduce, prepare derivatives of, use and further license the use, on as many occasions as KCS shall deem appropriate, all or any portion of the described photograph(s) in any media whatsoever, including, but not limited to, electronic, digital and print. I also authorize KCS to use my name and a description of the photograph scene(s) in conjunction with the publication of the photograph(s). I further authorize KCS to edit, revise, adapt and crop the photograph(s) as deemed necessary by KCS.

I am of full age and competent to sign this License. I agree that this License shall be binding on me, my legal representatives, heirs, and assigns. I have read this License and am fully familiar with its contents.