

This Seed and Technology Use Agreement ("Agreement") is entered into between the grower ("You") and Pioneer Hi-Bred International, Inc. ("Pioneer") and provides You the opportunity to purchase and plant proprietary plant varieties and hybrids including, but not limited to, alfalfa, canola, corn, sorghum, soybean, sunflower, wheat and any other seed sold or provided by Pioneer ("Seed"). The Agreement covers plant varieties and hybrids which are covered by intellectual property protection, which may include plant variety certificates and applications, confidential information, trade secrets and patent applications and patents, which may include, but are not limited to, patented germplasm, transgenic traits, native traits, transformation technologies, methods of use, breeding methods, Genuity® Roundup Ready 2 Yield® Soybeans, Genuity® Roundup Ready 2 Xtend® Soybeans, Roundup Ready® Corn 2, the LibertyLink® gene, the Herculex® I insect protection trait, the Herculex® RW rootworm protection trait, the Herculex® XTRA traits, the YieldGard® Corn Borer gene, the Agrisure Viptera® trait, the Agrisure® RW gene, Plenish®, Bolt™, Pioneer brand alfalfa with the Genuity® Roundup Ready® gene, Pioneer brand alfalfa with HarvXtra® technology, Pioneer brand canola with the Roundup Ready gene, other traits and technologies and/or any combination of these traits and technologies ("Technology"). By signing this Agreement You also agree to comply with stewardship responsibilities and requirements associated with the use of Seed and Technology. You also represent and warrant that You have full management and control (including, but not limited to, seed selection, ordering, planting, maintaining, harvesting, and disposition of the crop) on the real estate of all of the farming operations for the Pioneer Operation and Account Descriptions subject to this agreement, as identified below.

#### 1. GOVERNING LAW:

This Agreement and the parties' relationship shall be governed by the laws of the State of Iowa and the United States (without regard to the choice of law rules).

#### 2. YOU AGREE:

- To accept and continue the obligations of this Agreement on any land purchased, owned, leased, rented, or farmed by You that has Seed planted on it by a previous owner or possessor of the land; and to notify in writing purchasers or lessees of land owned by You that has Seed planted on it that the Technology is subject to this Agreement and they must have or obtain their own Pioneer Hi-Bred International, Inc. Seed and Technology Use Agreement.
- To acquire Seed containing the Technology only from seed companies with technology license(s) from Pioneer for the applicable Technology or from a licensed company's retailer authorized to sell such licensed Seed.
- To acquire Seed only from authorized seed companies (or their authorized retailers) with appropriate and applicable licenses.
- To use Seed containing Technology solely for planting a single commercial crop in a single season.
- To comply with all rights and restrictions set forth on the bag and tag accompanying the Seed and/or provided by Pioneer, which are hereby incorporated by reference.
- To sell grain produced under contract from Plenish Seed only to authorized grain processors with appropriate and applicable license(s) from Pioneer, including complying with discard guidance provided by Pioneer.
- To read and follow the applicable Product Use Guide(s) ("PUG") as may be amended from time to time, which are incorporated into and are a part of this Agreement. You must cooperate and comply with the requirements set forth in the PUG and follow the best management practices, recommendations and guidelines provided in those documents. To view the PUG, refer to [www.pioneer.com/stewardship](http://www.pioneer.com/stewardship).
- To implement an Insect Resistance Management ("IRM") program as specified in the PUG; to comply with IRM requirements; to cooperate with IRM programs, on-farm IRM compliance assessments, and research. The IRM program requires You to plant a corn refuge and follow EPA-mandated use restrictions as outlined in the appropriate PUG. Failure to follow IRM requirements can result in loss of access to corn borer protected and corn rootworm protected hybrids for at least one year.
- That Your information such as name, address, and phone number(s), which Pioneer has on file, may be sent to a third party auditor to conduct an IRM compliance assessment and to check for compliance with this or any other agreement with Pioneer.
- To provide Pioneer copies of any records receipts, or other documents that could be relevant to Your performance of this Agreement, including but not limited to, Summary Acreage History Reports, Form 578 (producer print), Farm and Tract Detail Listing and corresponding aerial photographs Risk Management and Agency claim documentation, and dealer/retailer invoices for seed, technology and chemical transactions. Such records shall be produced upon Pioneer's request.
- To participate with the third party conducting an on-farm IRM compliance assessment.

- That the IRM requirements set forth in the current PUG and referred to in this Agreement supersede the IRM requirements set forth in any previously executed agreement or PUG.
- To plant and/or clean Seed for Seed production, if and only if, You have entered into a valid, written Seed production agreement with Pioneer or a seed company that is licensed by Pioneer to produce Seed. You must either physically deliver to Pioneer that licensed seed company or must use or sell as grain for feeding or processing all of the Seed produced pursuant to a Seed production agreement.
- To direct crops, grain, or material produced from Seed to appropriate markets. Any crops, grain, or material produced from Seed can only be exported to, or used, processed or sold in countries where all necessary regulatory approvals have been granted. It is a violation of national and international law to move material containing biotech traits across boundaries into nations where import is not permitted.
- To identify and to allow Pioneer and its representatives access to Your owned, leased, and/or farmed land (including refuge areas) and bins, wagons, equipment, work areas, seed storage areas, or seed storage containers used or under the control or direction of You, for purposes of examining and taking samples of crops, crop residue, grain, or seeds located therein. Such inspection, examination or sampling shall be available to Pioneer and its representatives upon notice to You. Pioneer will indemnify You for entry of Pioneer employees onto land, but not for Your gross negligence or a violation of law.
- Not to save or clean crop or grain produced from Seed for planting or replanting, not to plant or replant Seed for production other than for Pioneer or a Pioneer licensed seed company under a seed production contract.
- Not to transfer any Seed containing Technology to any other person or entity for planting.
- To pay all fees and charges due to Pioneer that are part of, associated with or collected in association with any Seed or Technology purchase, or any associated invoice.
- You shall not do research on or with, plant and shall not transfer to others for research or planting, any Seed that You have produced containing Technology for crop breeding, molecular characterization including in the broadest sense possible: genetic profiling, sequencing, analyzing molecular species, isolating molecular species, subjecting to molecular marker analysis (including, but not limited to, using PCR, hybridization or any other technique requiring the inquiry of a nucleic or amino acid, whether directly or indirectly), genotyping, DNA fingerprinting, and/or use of double-haploid technology, research, or generation of herbicide registration data. You may not conduct research on Seed or on grain or crop produced from Seed other than to make agronomic comparisons and conduct yield testing for Your own use.
- To allow Pioneer to obtain Your internet service provider ("ISP") records to validate Your electronic signature, if applicable.

### 3. YOU RECEIVE FROM PIONEER:

- A limited use license to purchase and to plant Seed in the United States of America, comprised of the 50 states and the District of Columbia, except in any state or county where the products do not have all the necessary approvals, and subject to all the terms herein and those incorporated by reference.
- Pioneer licenses to You, Technology protected under U.S. intellectual property law subject to the conditions listed in this Agreement. These licenses do not authorize You to plant Seed in the U.S. that has been purchased in another country or plant Seed in another country that has been purchased in the U.S. You are not authorized to transfer Seed to anyone outside of the U.S.

### 4. YOU UNDERSTAND:

- Pioneer is a member of Excellence Through Stewardship® (ETS). Pioneer products are commercialized in accordance with ETS Product Launch Stewardship Guidance, and in compliance with Pioneer's Policy for Commercialization of Biotechnology-Derived Plant Products in Commodity Crops. Any crop or material covered by this Agreement including, but not limited to, proprietary plant varieties and/or hybrid products can only be exported to, or used, processed or sold in countries where all necessary regulatory approvals have been granted. It is a violation of national and international law to move material containing biotech traits across boundaries into nations where import is not permitted. Growers must talk to their grain handler or product purchaser to confirm their buying position for these products. Excellence Through Stewardship® is a registered trademark of Excellence Through Stewardship. You understand that all IRM and stewardship obligations herein and in the PUG and on bag, and tag are requirements for planting, and You agree to comply with all such IRM and stewardship requirements.

### 5. GENERAL TERMS:

Your rights may not be transferred to anyone else without the prior written consent of Pioneer. If Your rights are transferred with Pioneer's consent or by operation of law, this Agreement is binding on the person or entity receiving the transferred rights. If any provision of this Agreement is determined to be void or unenforceable, the remaining provisions shall remain in full force and effect. You acknowledge that You have access to the Pioneer PUG at [www.pioneer.com/stewardship](http://www.pioneer.com/stewardship). Once effective, this Agreement will remain in effect until either You or Pioneer terminates the Agreement, as provided in Section 6 below. Information regarding new and existing Technology, including any additions or deletions to the U.S. patents licensed under this Agreement, and any new terms will be made available to You each year (for example, by mail, email, posting on a website, or other means), and continuing use of Technology after receipt of any new terms constitutes Your agreement to be bound by the new terms. Use of Seed or Technology also constitutes acceptance of terms printed on Seed bag or container labels, tags, invoices, and any other material provided with Seed including stewardship responsibilities.

#### 6. TERMINATION:

This Agreement, once signed by You and accepted by Pioneer, will remain in effect until terminated in writing by You or Pioneer. You may terminate this Agreement, effective immediately, by delivering written notice to Pioneer. Any termination notice by You must be delivered to Pioneer Hi-Bred International, Inc., Attention: Master Data, PO Box 1000, Johnston, IA 50131. Pioneer may terminate this Agreement, in whole or in part, by delivering written notice to You. If this Agreement is terminated pursuant to such a notice, Your responsibilities and the other terms herein shall survive (such as, but not limited to, Your obligation to use Seed for planting a commercial crop in a single season) as to Seed previously purchased by You. In the event You violate the terms of this Agreement, then Your rights under this Agreement shall automatically terminate. However, Your responsibilities and the other terms herein shall survive as to all Seed purchased or used by You (such as, but not limited to, Your obligation to use Seed for a single commercial crop, Your obligation to pay Pioneer for its attorneys' fees, costs and other expenses incurred in enforcing its rights under this Agreement, and Your agreement to the choice of law and forum selection provisions contained herein). Further, You shall not be entitled to obtain a future limited-use license from Pioneer unless Pioneer provides You with specific written notice expressly recognizing the prior breach and prior termination of the limited-use license and expressly granting and/or reissuing the limited-use license previously obtained (and terminated) pursuant to this Agreement. You expressly acknowledge that Your submission of a new Seed and Technology Use Agreement and Pioneer's issuance of a new Seed and Technology Use Agreement shall not satisfy the specific written notice reference above and that any such action shall have no legal effect. If You are found by any court to have breached any term of this Agreement and/or to have infringed one or more of the U.S. patents listed below, You agree that, among other things, Pioneer and others whose patented technology are contained herein, as appropriate, shall be entitled to preliminary and permanent injunctions enjoining You and any individual and/or entity acting on Your behalf or in concert therewith from making, using, selling, or offering Seed for sale. Additionally, You agree that any such finding of infringement by You shall entitle Pioneer and those who have patented technology within the Seed, as appropriate, to patent infringement damages to the full extent authorized by 35 U.S.C. § 271 et. seq. You will also be liable for all breach of contract damages. If You are found by any court to have infringed one or more of the U.S. patents listed below or otherwise to have breached this Agreement, You agree to pay Pioneer and the licensed Technology provider(s), as appropriate, their legal fees and all costs and other expenses incurred in enforcing rights under this Agreement including, but not limited to, expenses incurred in the investigation of the breach of this Agreement and/or infringement of one or more of the U.S. patents listed herein.

You accept the terms of the following NOTICE REQUIREMENT, LIMITED WARRANTY AND DISCLAIMER OF WARRANTY AND EXCLUSIVE LIMITED REMEDY by signing this Agreement and/or opening a bag or container of Seed. If You do not agree to be bound by the conditions of purchase or use, You agree to return the unopened containers to Your seed provider within 10 business days.

**Licensed or applicable U.S. patented technologies herein may include patents on germplasm, native traits, methods of production and the like, and Technology. Patents for products covered by this Agreement may be found at [www.pioneer.com/technologyagreement](http://www.pioneer.com/technologyagreement).**

#### 7. NOTICE REQUIREMENT:

As a condition precedent to You or any other person with an interest in Your crop asserting any claim, action, or dispute against Pioneer and/or any seller of Seed regarding performance or non-performance of this Agreement or the Technology or Seed described herein, You must provide Pioneer a written, prompt, and timely notice (regarding performance or non-performance of this Agreement or the Technology or Seed described herein) as well as to the seller of any Seed (regarding performance or non-performance of this Agreement or the Technology or Seed described herein) within

sufficient time to allow an in-field inspection of the crop(s) about which any controversy, claim, action, or dispute is being asserted. The notice will be timely only if it is delivered 15 days or less after You first observe the issue(s) regarding performance or non-performance of this Agreement or the Technology or Seed described herein. The notice shall include a statement setting forth the nature of the claim, name of the Technology, and Seed.

#### 8. LIMITED WARRANTY AND DISCLAIMER OF WARRANTIES:

Pioneer warrants that the Seed and Technology licensed hereunder will perform as set forth in the PUG when used in accordance with directions. This warranty applies only to Seed and Technology contained in Seed planted for a commercial crop, that has been purchased from Pioneer and seed companies licensed by Pioneer or the seed company's authorized retailers or distributors.

EXCEPT FOR THE EXPRESS WARRANTIES IN THE LIMITED WARRANTY SET FORTH ABOVE, PIONEER MAKES NO OTHER WARRANTIES OF ANY KIND, AND DISCLAIMS ALL OTHER WARRANTIES, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE.

#### 9. YOUR EXCLUSIVE LIMITED REMEDY:

THE EXCLUSIVE REMEDY OF YOU AND THE LIMIT OF THE LIABILITY OF PIONEER OR ANY SELLER FOR ANY AND ALL LOSSES, INJURY OR DAMAGES RESULTING FROM THE USE OR HANDLING OF SEED (INCLUDING CLAIMS BASED IN CONTRACT, NEGLIGENCE, PRODUCT LIABILITY, STRICT LIABILITY, TORT, OR OTHERWISE) SHALL BE THE PRICE PAID BY YOU FOR THE QUANTITY OF THE SEED INVOLVED OR, AT THE ELECTION OF PIONEER OR THE SEED SELLER, THE REPLACEMENT OF THE SEED. IN NO EVENT SHALL PIONEER OR ANY SELLER BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES.

#### 10. FORUM SELECTION FOR CLAIMS MADE BY YOU AND ALL OTHER CLAIMS:

THE PARTIES CONSENT TO THE SOLE AND EXCLUSIVE JURISDICTION AND VENUE OF THE U.S. DISTRICT COURT FOR THE SOUTHERN DISTRICT OF IOWA, AND THE CIRCUIT COURT OF THE COUNTY OF POLK, IOWA, FOR ALL CLAIMS AND DISPUTES ARISING OUT OF OR CONNECTED IN ANY WAY WITH THIS AGREEMENT AND/OR THE USE OF THE SEED OR THE TECHNOLOGY. THE PARTIES WAIVE ANY OBJECTION TO VENUE IN THE EASTERN DIVISION OF THE U.S. DISTRICT COURT FOR THE SOUTHERN DISTRICT OF IOWA, INCLUDING THOSE BASED, IN WHOLE OR IN PART, ON THE DIVISIONAL VENUE LOCAL RULE(S) OF THE U.S. DISTRICT COURT FOR THE SOUTHERN DISTRICT OF IOWA.

#### 11. CLASS ACTION WAIVER:

THIS AGREEMENT DOES NOT ALLOW CLASS OR COLLECTIVE ACTIONS, EVEN IF APPLICABLE FEDERAL RULES WOULD. NOTWITHSTANDING ANY OTHER PROVISION OF THESE TERMS, ANY TRIBUNAL MAY AWARD MONEY OR INJUNCTIVE RELIEF ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE THE RELIEF WARRANTED BY THAT PARTY'S INDIVIDUAL CLAIM, AND SUBJECT TO THE LIMITATIONS OF LIABILITY HEREIN. ARBITRATION OR COURT PROCEEDINGS HELD UNDER THESE TERMS CANNOT BE BROUGHT, MAINTAINED OR RESOLVED ON BEHALF OF OR BY A CLASS, AS A PRIVATE ATTORNEY-GENERAL, OR IN ANY OTHER REPRESENTATIVE CAPACITY. IN ADDITION, INDIVIDUAL PROCEEDINGS CANNOT BE COMBINED WITHOUT THE CONSENT OF ALL OF THE PARTIES.

**YOU, THE GROWER, BY SIGNATURE ON THIS DOCUMENT, AGREE THAT ALL OTHER PARTIES RELEVANT TO THIS AGREEMENT ARE BOUND BY THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY LAND OWNER, CONTRACTOR, EMPLOYEE, AND/OR AGENT THAT MAY HAVE CONTROL OVER ANY PART OF THE LAND, EQUIPMENT, OR SEED PROVIDED, OR THAT MAY BE REQUIRED FOR PRODUCTION OF THE GRAIN PRODUCED.**

If You have any questions about this Agreement, contact Your seed provider or call Pioneer at 1 (888) 444-2733. For details of the required IRM program and requirements, see the appropriate Product Use Guide(s). A copy is available from your Pioneer seed provider.

Thank you for choosing our advanced technologies. We look forward to working with you in the future.

The following provisions apply to purchases of Pioneer brand alfalfa with the Genuity® Roundup Ready® gene and/or HarvXtra® technology:

These provisions of the Agreement provide You the opportunity to purchase, plant and benefit from Pioneer brand alfalfa products with the Genuity® Roundup Ready® gene and/or HarvXtra® technology. Pioneer has the following technologies included in these provisions:

#### ALFALFA WITH THE ROUNDUP READY GENE AND/OR HARVXTRA TECHNOLOGY

Provides You the opportunity to purchase and plant Pioneer brand alfalfa varieties with tolerance to ROUNDUP® herbicide and/or with HarvXtra® technology designed to reduce the amount of lignin in the plant.

##### You understand:

- The ROUNDUP READY gene and HarvXtra technology are protected under U.S. patent law. Forage Genetics International, LLC licensed Pioneer the ROUNDUP READY gene and HarvXtra technology for alfalfa which Pioneer hereby sublicenses to You under patents listed below\* and on the terms and conditions herein specified.
- ROUNDUP READY gene technology can be used only in locations where the products have been approved for use by all required governmental agencies.

##### You Agree:

- To use the seed containing ROUNDUP READY gene and/or HarvXtra technology for planting a commercial field in a single season.
- To not supply any of this seed to any other person or entity for planting, to not save any crop produced from this seed for replanting or supply saved seed to anyone for replanting.
- To not use this seed or provide it to anyone for crop breeding, seed production or research (other than research on agronomic performance).
- That You have received a copy of the most recent version of Pioneer's Product Use Guide (PUG) and agree to comply with all the requirements of the PUG applicable to alfalfa varieties with tolerance to ROUNDUP herbicide and/or with HarvXtra technology. To obtain additional copies of the PUG, contact your local Pioneer seed provider.
- Additionally, all purchases of Pioneer brand alfalfa with HarvXtra® Technology require You to execute a Seed and Feed Use Agreement noting that HarvXtra® can only be used on farm or otherwise used in the United States. If You have not executed a Seed and Feed Use Agreement, You may not plant Pioneer brand alfalfa with HarvXtra Technology.

##### General conditions:

- Your rights may not be transferred to anyone else, other than Your duly authorized agent, without written consent of Pioneer. If Your rights are transferred with Pioneer's consent or by operation of law, this Agreement is binding on the person or entity receiving the transferred rights.
- If You intentionally breach this Agreement, in addition to other penalties, Your rights under this Agreement will terminate immediately. Any further use of alfalfa seed containing ROUNDUP READY gene technology and/or HarvXtra technology will constitute a breach of this Agreement and will make You liable to enforcement action. You will forfeit any right to obtain a license to Monsanto technology in the future. If the Agreement is terminated, You will no longer have a right to purchase seed containing these technologies under this Agreement. Any obligations that arose before termination will continue in effect.

\* The licensed U.S. patents for the Genuity® Roundup Ready® gene and/or HarvXtra® technology can be found at the following web page: [www.monsantotechnology.com](http://www.monsantotechnology.com).

#### The following provisions apply to Pioneer brand canola with the Roundup Ready gene:

These provisions of the Agreement provide You the opportunity to purchase, plant and benefit from Pioneer brand canola products with the Roundup Ready® gene. Pioneer has the following technologies included in these provisions:

#### CANOLA WITH THE ROUNDUP READY GENE

- Provides You the opportunity to purchase and plant Pioneer brand canola varieties with tolerance to ROUNDUP® herbicide.

##### You understand:

- Monsanto Company's ROUNDUP READY gene technology is protected under U.S. patent law. Monsanto licensed Pioneer the ROUNDUP READY gene technology for canola which Pioneer hereby sublicenses to You under patents listed below† and on the terms and conditions herein specified.
- ROUNDUP Ready gene technology can be used in locations only where the products have been approved for use by all required governmental agencies.

**You Agree:**

- To use the seed containing ROUNDUP READY gene technology for planting a commercial field in a single season.
- To not supply any of this seed to any other person or entity for planting and not to save any crop produced from this seed for replanting or supply saved seed to anyone for replanting.
- To use this canola seed with the ROUNDUP READY gene technology only in the United States (U.S.) and to not export to any other country.
- To not use this seed or provide it to anyone for crop breeding, seed production or research (other than research on agronomic performance).
- That You have received a copy of the most recent version of Pioneer's Product Use Guide (PUG) and agree to comply with all the requirements of the PUG applicable to canola varieties with tolerance to ROUNDUP herbicide. To obtain additional copies of the PUG, contact Your local Pioneer seed provider.

**General Conditions:**

- Your rights may not be transferred to anyone else, other than Your duly authorized agent, without written consent of Pioneer. If Your rights are transferred with Pioneer's consent or by operation of law, this Agreement is binding on the person or entity receiving the transferred rights.
- If You intentionally breach this Agreement, in addition to other penalties, Your rights under this Agreement will terminate immediately. Any further use of canola seed containing ROUNDUP READY gene technology will constitute a breach of this Agreement and will make You liable to enforcement action. You will forfeit any right to obtain a license to Monsanto technology in the future. If the Agreement is terminated, You will no longer have a right to purchase seed containing these technologies under this Agreement. Any obligations that arose before termination will continue in effect.

† This seed is covered by one or more of the following U.S. patents: 7,306,909; 7,718,373; 8,048,632; and 8,465,928; and the following Canadian patents: 1 341 167; 1 341 481; 2 425 349.

**I, the undersigned Grower, acknowledge that I have read and understand the terms of this Pioneer Hi-Bred International, Inc. Seed and Technology Use Agreement and that I agree to them.**

Grower Name: \_\_\_\_\_

Date: \_\_\_\_\_

Business Partner ID: \_\_\_\_\_

Grower Address: \_\_\_\_\_

Grower Signature: \_\_\_\_\_

Witness Signature: \_\_\_\_\_

Printed Witness Name: \_\_\_\_\_

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