Corteva Agriscience TECHNOLOGY USE AGREEMENT

Revision date: August 2022 / U.S. TUA

This Technology Use Agreement ("TUA") is entered into by Grower and Corteva Agriscience to set forth the terms and conditions upon which Grower shall use Seed containing Corteva Sourced Technology (including, but not limited to, germplasm and conventional seed products, and products such as Optimum® GLY herbicide tolerance, Enlist E3® soybeans, Qrome® corn, etc.). All capitalized terms in this TUA shall have the meanings given to them in Article 1 below or as otherwise defined in the Agreement.

By signing below, the undersigned represents and agrees that: (1) he/she is eighteen (18) years of age or older; (2) he/she has read and understands the terms and conditions of the Agreement, including, without limitation, the terms and conditions set forth in the documents linked to this TUA via the hyperlinks provided below; (3) he/she is fully authorized to legally bind and to enter into the Agreement on behalf of the Grower identified in the Grower Information box below; and (4) the terms and conditions of the Agreement are legally binding on the Grower and all individuals and entities that will plant and grow crops from Seed on behalf of the undersigned and the Grower.

By: _____ _____ _____

Authorized Grower Signature | Date | Title of Person Signing

_____ _____

Printed Full Legal Name of Person Signing | Corteva Customer or Business Partner ID (optional)

GROWER INFORMATION – Complete Section A OR Section B – PLEASE PRINT CLEARLY

Section A – For an Individual (Sole Proprietorship) **Grower**

Grower Legal Name – First MI Last

Farming or "Doing Business As" (d/b/a) Name, if applicable

Full Physical Address

City State Zip Code

County Phone (Mobile)

E-mail Address

Section B – For a Business Entity Grower

Business Name

Business Type (Check One): ☐ Corporation ☐ Partnership ☐ Limited Liability Company (LLC) ☐ Other

Authorized Representative (Legal Name)

Full Physical Address

City State Zip Code

County Phone (Mobile)

E-mail Address

Section C - Seed Supplier

Business Name

City State Zip Code

Section D - Corteva

Send completed paper agreements using one of the following options:

1. **E-mail:** agreements@agcelerate.com
2. **Mail**: AgCelerate
   PO Box 221679
   Charlotte, NC 28222-1679

☒ **Opt In: Please check box to receive electronic communications from Corteva Agriscience.**

Yes, I would like to receive agronomy advice, special offers, product information, news and updates through electronic communications from Corteva. I understand that by selecting "yes" that SMS fees may apply.

1. DEFINITIONS: Each of the following terms shall have the meaning specified below:

"Agreement" means, as of any date of determination, (i) this TUA; (ii) the then-current Guide(s); (ii) the then-current Update Notification(s); and (iii) the terms of the Delivery Ticket, all of which are incorporated herein and deemed a material part of the Agreement.

"Claim(s)" means any completed, actual, pending or threatened claim, action, suit, demand, or proceeding, whether in law or equity and whether civil, criminal, administrative or investigative (including any action by governmental authorities).

"Colex-D® Technology" means a Corteva-proprietary herbicide technology package comprised of 2,4-D choline, advanced formulation science and innovative manufacturing processes, which is specifically designed to provide ultra-low volatility, minimized potential for physical drift, decreased odor and improved handling characteristics.

"Corteva" and **"Corteva Agriscience"** means, collectively, Corteva Agriscience LLC, Pioneer Hi-Bred International, Inc., Corteva Agriscience MCS, LLC, PhytoGen Seed Company, LLC and their parents, affiliates and subsidiaries.

"Corteva Sourced Technology" means proprietary germplasm and all current and future seed trait technology as set forth in applicable Update Notification(s). Corteva Sourced Technology currently covered as Licensed Rights by this TUA includes, but is not limited to, the patents listed in Update Notification(s) provided at the time of execution of this TUA or thereafter.

"Delivery Ticket" means the document signed by Grower upon each delivery of Purchased Seed.

"Enlist® herbicides" means agricultural products that contain 2,4-D choline herbicide featuring Colex-D Technology.

"Grain" means material utilized for food, feed, and/or fuel and not planted/propagated in the future.

"Grower" means all individuals and/or entities associated with the farming operation identified in the applicable Grower Information box above.

"Guide" mean the Product Use Guide document(s) published and updated by Corteva from time to time that specify, among other things, stewardship management practices for Seed, Enlist herbicides and Corteva Sourced Technology.

"Licensed Rights" means all patent claims (registered and unregistered), trade secrets, rights existing under the US Plant Variety Protection Act (or its foreign equivalents) and other intellectual property rights relating to Corteva Sourced Technology or Enlist herbicide that are reasonably necessary for a Grower's exercise of the limited license granted under Article 2 below with respect to Purchased Seed or Seed Stock. The Licensed Rights as of any date of determination are set forth in the current Update Notification.

"Licensee" means an entity that has a valid, active agreement with Corteva granting such entity a license to produce and sell Corteva seed trait technology in its seed products.

"Loss(es)" means all damages, losses, awards, judgments, settlements, assessments, liabilities, taxes, levies, penalties, fines, charges, costs and expenses (including any court costs and reasonable legal and professional fees and expenses, including in investigating and preparing for litigation or proceeding) and any other payments.

"Patents" means Corteva patents, registered and unregistered, held in the United States and/or Canada.

"Personnel Information" means any information that identifies, is related to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular individual or where applicable, relates to an identifiable juristic person or legal entity.

"Pioneer" means Pioneer Hi-Bred International, Inc.

"Production Crop" means a crop the Grower produces for Corteva or a Corteva Licensee, utilizing Seed, pursuant to a valid Seed Production Agreement or similar agreement, which is controlled by Corteva or a Corteva Licensee.

"Purchased Seed" means Seed that is purchased by Grower from a Seed Seller under a fully executed TUA to which Grower and Corteva are parties, as amended pursuant to Update Notification(s), or otherwise.

"Representatives" means Corteva or Corteva Licensee representatives, agents, contractors and designees of any owner of Corteva Sourced Technology.

"Seed" means agricultural planting seed for all crops containing Corteva Sourced Technology, Enlist herbicides and/or intellectual property sold by Seed Sellers. Seed may contain Third-Party Trait Technology that is subject to such third-party's separate licensing arrangements.

"Seed Seller" means Corteva and those individual and entities authorized by Corteva to sell Seed.

"Seed Stock" means Seed that is owned by Corteva or a Corteva Licensee that is made available to a Grower to produce a single Production Crop.

"Third-Party Trait Technology" means proprietary trait technology from a technology provider other than Corteva.

"Update Notification" means a communication made to growers from time to time by Corteva with updated or new terms of the Agreement, which may include, without limitation, information regarding new and existing Corteva Sourced Technology, the patents licensed under the Agreement and any new or modified Agreement terms. Update Notifications will be distributed routinely and at Corteva's discretion.

2. LIMITED LICENSE: Upon acceptance by Corteva of this TUA and for the term of the TUA, unaltered and duly executed by Grower, Grower is granted and hereby accepts, subject to the terms and conditions of the Agreement, a limited, non-transferable, revocable, non-exclusive, and non-sublicensable license by Corteva under the Licensed Rights solely to (i) purchase Seed from a Seed Seller or Corteva Licensee; and/or (ii) to plant Purchased Seed to produce a single commercial crop (or in the case that Purchased Seed is alfalfa, multiple commercial forage crops within a season or seasons) in the United States in a single growing season.

If Grower has entered into a current and valid seed production Agreement or similar agreement (collectively, referred to as **"Seed Production Agreement"**) with Corteva or a Corteva Licensee, Grower is granted and hereby accepts, subject to the terms and conditions of the Agreement, a limited, non-transferable, revocable, non-exclusive, non-transferable, non-sublicensable license to plant Seed Stock to produce a single Production Crop in the United States provided that all such Production Crop is delivered to, or its disposition is controlled by, Corteva or the Corteva Licensee.

In addition to the foregoing, when Grower purchases or receives Seed or Seed Stock and/or plants Purchased Seed or Seed or Seed Stock containing Enlist® technology, Grower receives a limited license to use Enlist herbicides in conjunction with Enlist® crops grown from such Purchased Seed or Seed Stock. This limited, non-transferable, revocable, non-exclusive, and non-sublicensable license applies solely to Grower's activities in the United States and does not authorize Grower to plant Seed in the United States that has been purchased in or acquired from another country or to plant Seed in another country that has been purchased/acquired in the United States.

PROHIBITED ACTIVITIES:

With respect to Corteva Sourced Technology, Grower acknowledges and agrees that Grower is NOT permitted to do any of the following and should Grower, or someone on Grower's behalf, perform any of the activities listed below, shall result in Grower being in breach of this TUA:

- **supply, sell, transfer, license, sublicense or otherwise distribute any Seed, Seed Stock, or Corteva Sourced Technology to any other person, entity or other third-party for planting or any other purposes;**
- **accept any Seed or Seed Stock from any third-party other than a Seed Seller, Corteva, or a Corteva Licensee;**

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PROHIBITED ACTIVITIES continued:

- **save, clean or use any crop produced from Seed for planting and/or supply crop produced from Seed to anyone for planting. The planting of any crop produced from Seed is not licensed and shall constitute infringement of Corteva's Patents, unless specifically permitted by a written agreement with Corteva or a Corteva Licensee;**
- **plant Seed for seed production unless and only if, Grower has entered into a valid, written Seed Production Agreement or similar agreement with Corteva or a Corteva Licensee, which requires Grower to physically deliver the resulting crop to either Corteva or the Corteva Licensee;**
- **sell for non-seed purposes or use for non-seed purposes all of the Seed produced;**
- **purchase or otherwise obtain from Corteva or the Corteva Licensee any of the Seed produced unless, after physical delivery by Grower to Corteva or the Corteva Licensee, the Seed has been conditioned, packaged and delivered by Corteva or the Corteva Licensee to Grower in the same manner as Seed sold by Corteva or the Corteva Licensee to growers who have not entered into a Seed Production Agreement; and/or**
- **use or allow others to use Seed, plant any Seed or use any crop or plant material produced from Seed, for crop breeding, research, or generation of herbicide or other regulatory registration data. Grower may not conduct research on Grower's crop produced from Seed.**

In addition to the above Prohibited Activities, and with respect to Enlist® herbicides, Grower acknowledges and agrees that Grower is NOT permitted to do any of the following and should Grower, or someone on Grower's behalf, perform any of the activities listed below, shall result in Grower being in breach of this TUA:

- **following burndown, use any pyridine auxin herbicides (e.g., triclopyr, fluroxypyr) on emerged Enlist® crops;**
- **following burndown, use any phenoxy auxin herbicide-containing product (e.g., containing 2,4-D, 2,4-DB, MCPA, dichlorprop, LV6, MCPB, mecoprop, which is NOT expressly labeled for use in conjunction with Enlist crops, including pre-emergent use; and/or**
- **following burndown, use any AOPP herbicides (e.g., quizalofop, cyhalofop, haloxyfop, diclofop, fenoxaprop, fluazifop) not expressly labeled for Enlist® corn on emerged Enlist corn;**

Grower further acknowledges and agrees that the limited license(s) granted herein do not convey or otherwise transfer any ownership rights of Corteva Sourced Technology or Enlist herbicides to Grower.

3. UPDATES AND DOCUMENTS THAT ARE PART OF THIS AGREEMENT:

Each Update Notification is hereby incorporated into this TUA and deemed a material part of the Agreement once posted on www.traitstewardship.com. For so long as Grower has a valid TUA in effect with Corteva, Corteva will provide notice of Update Notifications to Grower to the email address or physical address provided by Grower in the Grower Information box above.

Current Guides are available from Seed Sellers, from Corteva directly and on www.traitstewardship.com.

Until this TUA is terminated or superseded as set out in Article 5, the terms and conditions of use set forth on the packaging, container or label (including bag/tags) (collectively, "Label Terms") of Purchased Seed and terms and conditions of the Delivery Ticket are hereby incorporated herein and deemed a material part of the Agreement.

Grower acknowledges and agrees that updates of the Agreement, any Update Notification and any Guide published from time to time by Corteva are incorporated herein and deemed a material part of the Agreement once posted on www.traitstewardship.com.

Grower's use of Seed after Corteva posts an update on www.traitstewardship.com which updates of this TUA, the Agreement, an Update Notification or a Guide, or a new Update Notification or a new Guide, constitutes Grower's acceptance of and agreement to be bound by the provisions of such updated or new documents.

Inconsistencies among (i) the Update Notification, (ii) the TUA; (iii) relevant Guide(s), each as posted on www.traitstewardship.com at the time Grower opens a bag or container of Seed for planting; and (iv) Label Terms, shall be resolved in the following order: first, in favor of the Update Notification, second, the TUA, third, the Guide(s) and fourth the Label Terms.

4. STEWARDSHIP AND COMPLIANCE:

Grower agrees to read and follow all applicable laws and regulations, all applicable Guides, the terms of the Delivery Ticket, and the Label Terms associated with Corteva Sourced Technology and Enlist herbicides. Grower agrees to follow the best management practices, recommendations and guidelines provided in all applicable Guides.

Grower agrees to read and follow all Insect Resistance Management (**"IRM"**) requirements set forth in the Guide, including any requirements to establish and maintain a refuge. **Failure to follow IRM requirements may result in loss of access to insect protected hybrids for at least one year.**

Grower acknowledges that modification, revocation or cancellation of regulatory authorizations and/or registrations including, but not limited to, biotech or other trait(s), enabling technologies and/or enabled pesticide, herbicide or fungicide product(s) by local, state, federal, or foreign regulatory agencies may occur and are outside the control of Corteva. Grower agrees to always read and follow directions for use on pesticide, insecticide, fungicide or herbicide labeling as set forth in the Guide. Grower acknowledges and agrees to Grower's obligation to follow and adhere to any such modifications, revocations or cancellations. Grower further understands that regulatory status and available supplies of a biotech trait(s) and/or pesticide product may limit its availability for use in a particular growing season and/or the marketability of the resulting Grain crop.

Grower acknowledges and agrees that, following burndown, the only 2,4-D-containing herbicide products that can be used with Enlist crops are products containing Colex-D Technology and are expressly labeled for use on Enlist crops.

Grower agrees to follow Herbicide Resistance Management (**"HRM"**) practices, such as pre-and post-application field scouting and reporting. Lack of herbicide efficacy must immediately be reported to Corteva.

Grower agrees to provide Grower's reasonable cooperation to Corteva and the Representatives in connection with their efforts to verify Grower's compliance with stewardship, IRM, HRM and other requirements of the Agreement, including, but not limited to, completing written and oral questionnaires and cooperating with Corteva and third-party on-farm IRM compliance assessments.

Corteva is a member of Excellence Through Stewardship® (**"ETS"**). Corteva Seed products are commercialized in accordance with ETS Product Launch Stewardship Guidance and in compliance with Corteva's Policy for Commercialization of Biotechnology-Derived Plant Products in Commodity Crops. Any crop or material covered by the 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 and Grower shall direct crops, Grain, or material produced from Seed only 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. Excellence Through Stewardship® is a registered trademark of Excellence Through Stewardship.

Grower will provide information, as reasonably requested by Corteva, Seed Sellers or Representatives, including, without limitation, USDA Farm Service Agency crop reporting information, Form 578 and corresponding aerial photographs, for the sole purpose to verify compliance with the Agreement (including, without limitation, the license grant, stewardship, IRM, HRM and other requirements).

In addition, upon request by Corteva, Seed Sellers or Representatives, Grower shall furnish copies of invoices and other relevant documents related to Grower's purchases of Seed and chemical transactions and Grower also agrees to disclose to Corteva, Seed Sellers and/or Representatives certain information, including the locations of all fields, to confirm compliance with the Agreement following Corteva's actual (or attempted) oral communication with Grower and not later than seven (7) days after the date of a written request from Corteva, including the locations of all fields planted with crops containing Corteva Sourced Technology or where Enlist herbicide as applied, the identities of all herbicides applied to these fields and other data as specified in the Guide(s).

As Grower is claiming a tax exemption for the Purchased Seed, Grower hereby represents and warrants that: (i) Grower is in the business of agricultural production; (ii) the Purchased Seed will be used solely for agricultural production; and, (iii) due to the foregoing, Grower qualifies for a tax exemption, under applicable state tax laws, for the Purchased Seed. Grower agrees to provide tax exemption certificates as reasonably requested by Corteva or Seed Sellers.

Grower hereby consents to the collection, use and disclosure of Grower's Personal Information by and among: (i) Corteva; (ii) retailers, including but not limited to Seed Sellers, from which Grower purchases Corteva products; (iii) Corteva partners and service providers for the purpose of administering Corteva offers, including validation of product purchases and calculation/ issuance of rebates and rewards, marketing, surveys, direct mail, digital and social media communication and to improve and modify our products and to personalize services; and (iv) Corteva partners and service providers for purposes of conducting on-farm IRM or other compliance assessments. Corteva wants the Grower to be familiar with how Corteva collects, uses and discloses information. Any information collected from this TUA, the Agreement, through the provision of services or products, or through Corteva websites or mobile applications generally will be handled in accordance with the Corteva Privacy Statement accessible at https://www.corteva.com/privacy.html; and for California residents, at https://www.corteva.com/california-privacy-rights.html. By providing Personal Information to Corteva, Grower agrees to the terms and conditions of the Privacy Statement. Different Corteva websites and mobile applications have different purposes, uses and features, consequently, a specific privacy disclosure or statement may apply and each such privacy disclosure or statement supplements and amends the Corteva Privacy Statement.

5. TERM AND TERMINATION:

Excluding those provisions that by their nature need to survive termination of this TUA in order to effectuate their purpose, this TUA, once signed by Grower and accepted by Corteva, will remain in effect until terminated or superseded. Grower or Corteva may terminate this TUA at any time and for any reason by at least thirty (30) days (or one hundred eighty (180) days in Minnesota or ninety (90) days in Wisconsin) written notice of termination to the other party at the address specified in section A, B or D above. In addition to the foregoing, Corteva reserves the right to revoke Grower's right to use any Corteva Sourced Technologies and Enlist herbicides upon at least thirty (30) days (or one hundred eighty (180) days in Minnesota or ninety (90) days in Wisconsin) written notice to the Grower. All license grants granted pursuant to this TUA shall automatically terminate upon the termination of this TUA, without the need for further notice or action. In the case of termination by Grower, such notice of termination must include Grower's full legal name, address and license number. Upon termination of this TUA or a license granted hereunder with respect to any Corteva Sourced Technology and Enlist herbicides for any reason, (i) Grower shall terminate the use of all Seeds containing the particular Corteva Sourced Technology or Enlist herbicides, which may require destruction; (ii) Grower shall return unused Seeds containing such Corteva Sourced Technology to Corteva at Grower's cost; and (iii) Grower will no longer have a right to purchase or use Seed containing such Corteva Sourced Technology or Enlist herbicide. Notwithstanding the foregoing, Grower's obligations and Corteva's rights that arose under this Agreement prior to termination will continue in effect.

6. CORTEVA SOURCED TECHNOLOGY FEES:

Grower agrees to pay a designated Corteva entity or Corteva Licensee all applicable fees that are a part of, associated with or collected with the purchase and use of any Seed and/or Corteva Sourced Technology or Enlist herbicide upon Corteva's payment terms then in effect. Corteva reserves the right to change from time to time the amount of and how it charges Corteva Sourced Technology or Enlist herbicide fees. Grower shall pay interest to Corteva on any past-due fees at the rate of 1.5% per month (18% per annum) or the maximum amount permitted by law, whichever is less, from the applicable due date for such fees until paid. Any payments received by Corteva may be applied to unpaid fees, interest or other charges in Corteva's discretion.

7. PRODUCT DESCRIPTION EXPRESS WARRANTY:

Corteva warrants that the Purchased Seed conforms to the written description(s) on the label, package, bag, tag or container within tolerances, if any, established by law, when used in accordance with the applicable directions and in compliance with the Agreement.

8. DISCLAIMER OF WARRANTY:

TO THE EXTENT ALLOWABLE BY LAW, THE EXPRESS WARRANTY ABOVE EXCLUDES, AND IS IN LIEU OF, ALL OTHER WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, **INCLUDING ANY WARRANTY OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE HEREBY EXPRESSLY DISCLAIMED.** All applicable warranties are contingent upon the proper use in the application for which the Seed was intended and does not cover Seed which has been modified in any manner (including, but not limited to, insecticide or fungicide seed treatment, in-furrow fertilizers, biologicals or micronutrient products of any kind not provided by Corteva) or which have been subjected to improper storage, abuse, misuse, alteration or neglect. CORTEVA DOES NOT MAKE ANY REPRESENTATIONS, WARRANTIES OR RECOMMENDATIONS CONCERNING ANY SEED OR PRODUCT NOT COVERED BY THIS TUA (**"THIRD-PARTY PRODUCT"**), INCLUDING, BUT NOT LIMITED TO, THIRD-PARTY PRODUCT THAT IS LABELED FOR USE ON PIONEER BRAND SEED OR OTHER CORTEVA AGRISCIENCE PRODUCTS. CORTEVA SPECIFICALLY DISCLAIMS ALL RESPONSIBILITY FOR THE USE OF THIRD-PARTY PRODUCT WITH PIONEER BRAND SEED OR OTHER CORTEVA AGRISCIENCE PRODUCTS. ALL QUESTIONS AND COMPLAINTS ARISING FROM THE USE OF THIRD-PARTY PRODUCT SHOULD BE DIRECTED TO THE COMPANIES PROVIDING OR PRODUCING SUCH THIRD-PARTY PRODUCT. ANY REPRESENTATION OR WARRANTY RELATED TO ANY CORTEVA PESTICIDE PRODUCT IS LIMITED SOLELY TO ANY REPRESENTATIONS OR WARRANTES MADE AS PART OF THE SALE OF SUCH CORTEVA PESTICIDE PRODUCT.

9. LIMITATION OF LIABILITY AND PROMPT NOTICE OF CLAIM:

(A) GROWER'S EXCLUSIVE REMEDY FOR ANY CLAIM OR LOSS (INCLUDING, WITHOUT LIMITATION, CLAIMS ALLEGING BREACH OF WARRANTY, CONTRACT, TORT, STRICT LIABILITY, INFRINGEMENT OR NEGLIGENCE), SHALL BE LIMITED SOLELY AND EXCLUSIVELY TO (i) REPAYMENT OF THE AMOUNT OF THE PURCHASE PRICE OF THE APPLICABLE SEED, OR (ii) REPLACEMENT OF THE AFFECTED SEED, AT THE ELECTION OF CORTEVA AND ITS APPLICABLE SEED SELLER. For clarity, Corteva shall not indemnify Grower for Grower's (or any other person(s) not acting on behalf of Corteva) negligence, violation of the Agreement, violation of any law or regulation or any other Losses or any other outcomes resulting from Grower's or Grower's employees, contractor's, or agent's decisions, actions or failure to act.

(B) IN NO EVENT SHALL CORTEVA, ITS SEED SELLERS OR LICESEES BE LIABLE FOR ANY INDIRECT, INCIDENTAL SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH THE SEED OR OTHER CORTEVA PRODUCT. CORTEVA DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED AND MAKES NO STATEMENT WITH RESPECT TO THE ONGOING OR FUTURE REGULATORY STATUS, ACCEPTABILITY, SUPPLY OR AVAILABILITY OF A BIOTECH TRAIT OR TRAIT STACK, INSECTICIDE, FUNGICIDE OR HERBICIDE PRODUCT COMPATIBLE WITH THE SEED, OR, IN EACH CASE, CONTAINED IN THE SEED. THESE TERMS ARE INDEPENDENT OF THE REGULATORY STATUS OF ANY TECHNOLOGY CONTAINED IN, OR SEED FOR USE WITH, THE SEED, INCLUDING PESTICIDE PRODUCTS.

(C) Because Corteva must have sufficient time to investigate any Claim regarding the performance or non- performance the Seed, no Claim can be asserted against Corteva unless Grower gives notice to Corteva within fifteen (15) days after Grower first observes or has knowledge of indications that the performance of the Seed may be subject to a valid warranty Claim, is not as warranted.

10. RIGHT OF ENTRY:

For the term of this TUA and for one year following its termination, Grower hereby grants Corteva, the Representatives and their respective employees, contractors, subcontractors, agents and designees (collectively, **"Personnel"**), the complete and unencumbered right, at all times, to (i) observe and/or take video and/or pictures of the crop or Seed, farming activities, spray or other applications, and harvesting activities; and/or (ii) enter upon and have reasonable ingress to and egress from, through, over, under, across and across the property where Grower has planted or is storing or growing Seed as well as having similar access to any refuge area and bins, wagons, tractor trailers or seed storage containers for purposes of data collection, field and crop inspection, testing and examining the land and Grower's crop and taking samples of soil, crops, crop residue or seeds located thereon. Such collection, inspection, examination, testing or sampling shall be performed by Personnel only after Corteva or the Representatives deliver or mail to Grower written notification of the Personnel's visit at least three (3) days in advance and Corteva or the Representative also have reasonably attempted to discuss the visits with Grower in advance of such visits. Grower agrees that such ingress and egress may be made by means of roadways and driveways, to be used in common with others having right of passage thereon. If Grower is not the owner of premises where such access is needed, Grower shall be solely responsible for obtaining consent from the applicable landowner for the visit.

To the extent of Personnel's negligent acts or omissions arising out of or in connection with this Article 10, Corteva indemnification of Grower shall be limited to Losses to the applicable Seed crop fields, commercial crop fields or personal property.

11. ADDITIONAL PROVISIONS:

Grower agrees to communicate all applicable terms, conditions and restrictions on Seed whether under this Agreement, a Guide, an Update Notification or otherwise to all persons and entities possessing or taking an interest in Grower's Seed and Grain therefrom.

Except as provided herein, notices to Grower or to Corteva shall be sent to the addresses specified in sections A, B or D above.

Grower agrees that should any information provided to Corteva herein change, Grower will promptly notify Corteva via section D above.

Nothing in the Agreement shall be construed as a grant or license from Corteva to the Grower for the use of any Corteva trademark. Grower is required to enter a separate trademark license from Corteva to use any Corteva trademark(s) including, but not limited to, those marks associated with trait, seed, technology or products.

Grower's rights under the Agreement may not be transferred or assigned to any other person, entity or third-party without the prior written consent of Corteva.

The Agreement (including documents and updates incorporated herein pursuant to Article 3 hereof) constitutes the entire agreement between Grower and Corteva regarding the use of Purchased Seed, Enlist herbicide and Corteva Sourced Technology. All prior agreements and understandings between Grower and Corteva with respect to Purchased Seed, Enlist herbicide and Corteva Sourced Technology are hereby superseded.

If any provision in the Agreement is determined to be void or unenforceable, the remaining provisions shall remain in full force and effect.

The failure of Corteva or any Third-Party Technology providers to exercise one or more of its rights under the Agreement on one or more occasions shall not be deemed a waiver to exercise such right(s) on one or more subsequent occasions.

This TUA may be executed and delivered by electronic signature (including portable document format) by Grower and Corteva may rely on the receipt of such document so executed and delivered electronically as if the original had been received.

Any action against Corteva and its Seed Sellers for the breach of the terms of the Agreement, including any warranties arising from it, must be commenced within one year after the cause of action accrues or be barred after such time. Where applicable, all required prerequisites to maintaining a legal action must be complied with prior to initiating the legal action.

No class actions: Any dispute arising out of or relating to the Agreement may only be brought on an individual basis and may not be resolved on behalf of a class, as a private attorney-general, or in any other representative capacity. Grower shall not participate in or collect payment as a result of any class, collective, or other representative action of any kind against Corteva.

Jurisdiction and Governing Law: The interpretation and enforcement of the Agreement shall be governed by the laws of the State of Iowa without regard to its choice of law provisions. THE PARTIES CONSENT TO THE SOLE AND EXCLUSIVE JURISDICTION AND VENUE OF THE U.S. DISTRICT COURT FOR THE SOUTHERN DISTRICT OF IOWA, CENTRAL DIVISION AND THE DISTRICT 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 CENTRAL 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.

Grower and Corteva unconditionally waive any right to trial by jury in any action, proceeding or counterclaim in any way arising out of, or relating to, the Agreement.

Enforcement Costs: Grower agrees that Corteva and any owners of the patents covered by the Agreement shall be entitled to recover any costs or expenses, including, but not limited to, court costs or reasonable attorneys' fees, it incurs in enforcing its rights under the Agreement if the Grower is determined to be at fault.

Non-Executable Example Only

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