



Insert Date, 2024

Dear (Customer Name):

Thank you for previously signing the Corteva Agriscience™ Technology Use Agreement (TUA). Included is a sample of the current TUA, and the Corteva TUA Update Notification. Your Corteva license number is (need to autofill/match) which can be applied to Corteva microbial or seed products. Please retain this number in case your retailer or seed seller requires it when you are purchasing a product with Corteva technology from either Corteva or one of our licensees.

The TUA serves as an agreement between the customer and Corteva demonstrating that the customer understands and agrees to follow all stewardship and legal responsibilities related to their purchase. The TUA protects two major components: (1) technology use (e.g. Enlist® weed control system, Bt Corn, etc.) and (2) intellectual property rights (e.g. germplasm, traits, patents and other proprietary know-how). Corteva makes substantial investments to bring new traits, technology, germplasm, and products to the market. It is important to protect these investments so Corteva can continue to fund research and business development initiatives.

The Corteva TUA grants customers access to all current and future product offerings without the need to sign additional TUAs. The **Update Notification** is a required mechanism to inform customers on changes to the TUA along with important product usage information in which customer compliance is required. The Update Notifications will be delivered annually and will be distributed electronically, via postal mail and will also be made available on <http://www.traitsstewardship.com/>.

The Update Notification requirements serve as an amendment to the Corteva TUA you previously signed, and your receipt of these Update Notification requirements constitutes your acceptance of the amended Corteva TUA. **NO ACTION IS REQUIRED IF YOU ACCEPT THE UPDATES REFLECTED ON THE UPDATE NOTIFICATION.**

If you do not accept the updates, an Update Notification rejection can be submitted. Keep in mind rejecting the Update Notification will result in your TUA being nullified resulting in your inability to purchase Corteva seed products or Corteva Sourced Technology in the future.

If you wish to cancel your TUA or make any changes to your demographic details (i.e., name, address, phone number, email) associated with your TUA you may do so directly at www.agcelerate.ca or by calling AgCelerate at 1-866-505-7176.

Any additional questions can be submitted by sending an email to cortevastewardship@corteva.com and include your full name, address, and TUA License Number and explanation of what your question or requested action you want to have taken.

Thank you for your business.

Corteva Agriscience™ Stewardship Team

2024 Corteva Agriscience™ Technology Use Agreement Update Notification

TUA Updates

- Replace the following Prohibited Activities with respect to Enlist® herbicide use:
 - 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;
- With the following Prohibited Activities with respect to Enlist herbicide use:
 - following burndown (including pre-emergent use), use any phenoxy-carboxylate herbicide-containing product (e.g., containing 2,4-D, 2,4-DB, MCPA, dichlorprop, MCPB, mecoprop) unless it is expressly labeled for use in conjunction with Enlist crops and contains 2,4-D choline with Colex-D® technology;
 - following burndown, use any AOPP herbicides (e.g., quizalofop, cyhalofop, haloxyfop, diclofop, fenoxaprop, fluazifop) on emerged Enlist corn, unless the product is expressly labeled for use in conjunction with Enlist corn;
 - for Spring burndown, preplant, preemergence or post emergent application, use any pyridyloxy-carboxylate (e.g., fluroxypyr, triclopyr) herbicides on Enlist E3® soybean unless the product is expressly labeled for use on Enlist E3 soybean.

Key Updates - Intellectual Property (IP) Protection

- Enlist herbicides with Colex-D technology are the ONLY 2,4-D containing products authorized and specifically labeled for use with Enlist crops.



Corteva Agriscience TECHNOLOGY USE AGREEMENT

2024 Growing Season / Canada TUA valid through December 2024

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 Section 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.

REQUIRED: By checking this box the undersigned represents and agrees that he/she has read and understands (1) the Corteva Privacy Statement (www.corteva.ca/en/privacy-policy.html) and (2) the privacy terms and choices in section 5 of this Agreement. **This Agreement is not valid until this box is checked. Privacy choices may be made as explained in the Privacy Statement.**

OPTIONAL: 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 Agriscience. I understand that by selecting "yes" that SMS fees may apply.

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

Shipping/Mailing Address (do not use Legal Land Descriptions)

Town Province Postal Code

Phone (Mobile)

E-mail Address

Section C - Seed Supplier

Business Name

Town Province Postal Code

Section D - Corteva

Send completed paper agreements using one of the following options:

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

Section B – For a Business Entity Grower

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

Authorized Representative (Legal Name)

Shipping/Mailing Address (do not use Legal Land Descriptions)

Town Province Postal Code

Phone (Mobile)

E-mail Address

"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 Canada Company and Pioneer Hi-Bred Production Company.

"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 crop 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:

2.1 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 Canada in a single growing season.

2.2 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-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.

2.3 In addition to the foregoing, when Grower purchases or receives Seed or Seed Stock and/or plants Purchased 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 Canada and does not authorize Grower to plant Seed in Canada that has been purchased in or acquired from another country or to plant Seed in another country that has been purchased/acquired in Canada.

PROHIBITED ACTIVITIES:

With respect to Corvea 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 Corvea 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, Corvea or a Corvea Licensee;
- 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 Corvea's Patents, unless specifically permitted by a written agreement with Corvea or a Corvea Licensee;
- plant Seed for seed production unless and only if, Grower has entered into a valid, written Seed Production Agreement or similar agreement with Corvea or a Corvea Licensee, which requires Grower to physically deliver the resulting crop to either Corvea or a Corvea Licensee;
- sell for non-seed purposes or use for non-seed purposes all of the Seed produced;
- purchase or otherwise obtain from Corvea or the Corvea Licensee, any of the Seed produced unless, after physical delivery by Grower to Corvea or the Corvea Licensee, the Seed has been conditioned, packaged and delivered by Corvea or the Corvea Licensee to Grower in the same manner as Seed sold by Corvea or the Corvea 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® crops and herbicide use on those crops, Grower acknowledges and agrees:

- the Grower is NOT permitted to use any pyridyloxy-carboxylate herbicides (e.g., triclopyr, fluroxypyr) on Enlist E3® soybean crops for spring burn-down, pre-plant, pre-emergence or post emergent application, unless the product is expressly labeled for use on Enlist E3 soybean;
- following burn-down (including pre-emergence use), Grower is NOT permitted to use any phenoxycarboxylate herbicide-containing product (e.g., containing 2,4-D, 2,4-DB, MCPA, dichlorop, LV6, MCPB, mecoprop), which is NOT expressly labeled for use in conjunction with Enlist crops and does not contain 2,4-D choline with Colex-D® technology; and/or
- following burn-down, Grower is NOT permitted to use any aryloxyphenoxy-propionates (AOPP) herbicides (e.g., quizalofop, diclofop, fenoxaprop, fluzifop) on emerged Enlist® corn, unless the product is expressly labeled for use in conjunction with Enlist corn;

Should Grower, or someone on Grower's behalf, perform any of the activities listed above, they shall be in breach of this TUA.

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

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

- 3.1 Each Update Notification is hereby incorporated into this TUA and deemed a material part of the Agreement once posted on www.traitstewardship.corvea.ca. For so long as Grower has a valid TUA in effect with Corvea, Corvea will provide notice of Update Notifications to Grower to the email address or physical address provided by Grower in the Grower Information box above.
- 3.2 Current Guides are available from Seed Sellers, from Corvea directly and on www.traitstewardship.corvea.ca.
- 3.3 Until this TUA is terminated or superseded as set out in Article 6, the terms and conditions of use set forth on the packaging, container or label (including bagtags) (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.
- 3.4 Grower acknowledges and agrees that updates of the Agreement, any Update Notification and any Guide published from time to time by Corvea are incorporated herein and deemed a material part of the Agreement once posted on www.traitstewardship.corvea.ca.
- 3.5 Grower's use of Seed after Corvea posts an update on www.traitstewardship.corvea.ca 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.
- 3.6 Inconsistencies among (i) the Update Notification, (ii) the TUA, (iii) relevant Guide(s), each as posted on www.traitstewardship.corvea.ca 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:

- 4.1 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 Corvea Sourced Technology and Enlist herbicides. Grower agrees to follow the best management practices, recommendations and guidelines provided in all applicable Guides.
- 4.2 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.**
- 4.3 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, provincial, federal, or foreign regulatory agencies may occur and are outside the control of Corvea. Grower agrees to always read and follow directions for use on pesticide, insecticide, fungicide or herbicide labeling as set forth in the Product Use Guide. Grower acknowledges and agrees to Grower's obligation to follow and adhere to 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.
- 4.4 Grower acknowledges and agrees that, following burn-down, 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.
- 4.5 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 Corvea.
- 4.6 Grower agrees to provide Grower's reasonable cooperation to Corvea 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 Corvea and third party on-farm IRM compliance assessments.
- 4.7 Corvea is a member of Excellence Through Stewardship® (ETS). Corvea Seed products are commercialized in accordance with ETS Product Launch Stewardship Guidance and in compliance with Corvea'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 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.
- 4.8 Grower will provide information, as reasonably requested by Corvea, Seed Sellers or Representatives, including, without limitation, crop reporting information 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).
- 4.9 In addition, Grower authorizes Corvea Seed Sellers or Representatives, to enter upon land, for three (3) years following where Grower has planted or is growing Seed as well as any refuge area and access to bins, wagons or seed storage containers for purposes of examining the land and Grower's crop and taking samples of crops, crop residue or seeds located thereon. Upon request, Grower shall supply Corvea with a list of all locations planted by or on behalf of Grower. Such inspection, examination or sampling shall be available to Corvea and the Representatives only after Corvea or the Representatives deliver or mail to the Grower written notification at least three (3) days in advance and Corvea or the Representatives also have reasonably attempted to discuss the visits with the Grower in advance of the visit.
- 4.10 Corvea indemnification of Grower shall be limited to damage to seed crop fields, commercial crop fields or personal property caused by Corvea employees or Representatives. For clarity, Corvea shall not indemnify Grower for Grower's (or any other person(s) acting on behalf of Grower) gross negligence, violation of this TUA, violation of any law or regulation or any other damages, fines, penalties, enforcement, law suits or any other outcomes resulting from Grower's decisions, actions or failure to act.
- 4.11 Upon the request of the Corvea 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 Corvea, Seed Sellers and/or Representatives certain information, including the locations of all fields, to comply with this Agreement following Corvea's actual (or attempted) oral communication with Grower and not later than seven (7) days after the date of a written request from Corvea, including the locations of all fields planted with crops containing Corvea 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).
- 4.12 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, upon applicable provincial tax laws, for the Purchased Seed. Grower agrees to provide tax exemption certificates as reasonably requested by Corvea or Seed Sellers.

5. PRIVACY

- 5.1 Grower hereby consents to the collection, use and disclosure of Grower's personal and purchase information by and between: (i) Corvea and its affiliated companies, including partners, subsidiaries and affiliates ("Corvea"); (ii) retailers including, but not limited to, Seed Sellers and Processors, from which Grower purchases Corvea products and services; (iii) Corvea partners and service providers (e.g., AgData, Adobe Global Ag Risk Solutions, Salesforce, SeedWare, Tangara), for the purpose of administering Corvea offers, including validation of product purchases and calculation/issuance of rebates and rewards, in addition to using this information for marketing, surveys, direct mail, digital and social media communication and to improve and modify our products and to personalize services; (iv) Corvea partners and service providers for purposes of conducting on-farm IRM and/or other compliance or regulatory assessments; and (v) commodity associations, promotional boards and trade councils for the purposes of collecting and/or refunding approved commodity check-offs, levies and/or fees and maintaining accurate grower lists. Grower understands that by completing and signing this acceptance form, that he/she is eligible to participate in offers but is under no obligation to participate in any offer now or in the future. Grower may withdraw his/her consent to the collection, use and disclosure of his/her personal information at any time by submitting a request here: www.corvea.ca/en/forms/privacy-request.html, although in some cases withdrawing

consent may prevent Corvea from continuing this Agreement. Corvea Agriscience is concerned about privacy issues and wants the Grower to be familiar with how Corvea collects, uses and discloses information. Any information collected from this form, through the provision of services or products, or through website or mobile applications owned and controlled by Corvea will be handled in accordance with the Corvea Privacy Statement. We encourage you to review our Privacy Statement, which describes Corvea's privacy practices in greater detail. The Privacy Statement may be accessed here: www.corvea.ca/en/privacy-policy.html. By providing personal information to Corvea, the Grower agrees to the terms and conditions of the Privacy Statement. Different Corvea websites or mobile applications may have different purposes and features and in those instances, a specific privacy disclosure or statement may apply. Each such disclosure or statement supplements and amends the Corvea Privacy Statement.

6. TERM AND TERMINATION:

- 6.1 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 Corvea, will remain in effect until terminated or superseded. Grower or Corvea may terminate this TUA at any time and for any reason by at least thirty (30) days written notice of termination to the other party at the address specified in section A, B or D above. In addition to the foregoing, Corvea reserves the right to revoke Grower's right to use any Corvea Sourced Technologies and Enlist herbicides upon at least thirty (30) days 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 of this TUA, 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 Corvea Sourced Technology and Enlist herbicides for any reason, (i) Grower shall terminate the use of all Seeds containing the particular Corvea Sourced Technology or Enlist herbicides, which may require destruction; (ii) Grower shall return unused Seeds containing such Corvea Sourced Technology to Corvea at Grower's cost; and (iii) Grower will no longer have a right to purchase or use Seed containing such Corvea Sourced Technology or Enlist herbicide. Notwithstanding the foregoing, Grower's obligations and Corvea's rights that arose under this Agreement prior to termination will continue in effect.

7. CORVEA SOURCED TECHNOLOGYFEES:

- 7.1 Grower agrees to pay a designated Corvea entity or Corvea Licensee all applicable fees that are a part of, associated with or collected with the purchase and use of any Seed and/or Corvea Sourced Technology or Enlist herbicide upon Corvea's payment terms then in effect. Corvea reserves the right to change from time to time the amount of and how it charges Corvea Sourced Technology or Enlist herbicide fees. Grower shall pay interest to Corvea 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 Corvea may be applied to unpaid fees, interest or other charges in Corvea's discretion.

8. PRODUCT DESCRIPTION EXPRESS WARRANTY:

- 8.1 Corvea 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.

9. DISCLAIMER OF WARRANTY:

- 9.1 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 directly by or otherwise approved by Corvea) or which have been subjected to improper storage, abuse, misuse, alteration or neglect. CORVEA 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 CORVEA AGRISCIENCE PRODUCTS. CORVEA SPECIFICALLY DISCLAIMS ALL RESPONSIBILITY FOR THE USE OF THIRD PARTY PRODUCT WITH PIONEER OR OTHER BRAND SEED OR OTHER CORVEA 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 CORVEA PESTICIDE PRODUCT IS LIMITED SOLELY TO ANY REPRESENTATIONS OR WARRANTIES MADE AS PART OF THE SALE OF SUCH CORVEA PESTICIDE PRODUCT.

10. LIMITATION OF LIABILITY AND PROMPT NOTICE OF CLAIM:

- 10.1 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 CORVEA AND ITS APPLICABLE SEED SELLER. CORVEA SHALL BEAR NO LIABILITY FOR LOSS OF OR DAMAGE TO SEED AFTER SEED HAS BEEN DELIVERED TO THE PARTY PURCHASING THE SEED. For clarity, Corvea shall not indemnify Grower for Grower's (or any other person(s) not acting on behalf of Corvea) 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.
- 10.2 IN NO EVENT SHALL CORVEA, ITS SEED SELLERS OR LICENSEES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH THE SEED OR OTHER CORVEA PRODUCT. CORVEA 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.
- 10.3 Because Corvea must have sufficient time to investigate any Claim regarding the performance or non-performance the Seed, no Claim can be asserted against Corvea unless Grower gives notice to Corvea 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.

11. RIGHT OF ENTRY:

- 11.1 For the term of this TUA and for one year following its termination, Grower hereby grants Corvea, 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 Corvea or the Representatives deliver or mail to Grower written notification of the Personnel's visit at least three (3) days in advance and Corvea 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 11, Corvea indemnification of Grower shall be limited to Losses to the applicable Seed crop fields, commercial crop fields or personal property.

12. ADDITIONAL PROVISIONS:

- 12.1 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 Corvea shall be sent to the addresses specified in sections A, B or D above. Grower agrees that should any information provided to Corvea herein change, Grower will promptly notify Corvea via section D above.
- 12.2 Nothing in this Agreement shall be construed as a grant or license from Corvea to the Grower for the use of any Corvea trademark. Grower is required to enter a separate trademark license from Corvea to use any Corvea trademark(s) including, but not limited to, those marks associated with trait, seed, technology or products.
- 12.3 Grower's rights under this Agreement may not be transferred or assigned to any other person, entity or third party without the prior written consent of Corvea.
- 12.4 This Agreement (including documents and updates incorporated herein pursuant to Article 3 hereof) constitutes the entire agreement between Grower and Corvea regarding the use of Purchased Seed and Corvea Sourced Technology. All prior agreements and understandings between Grower and Corvea with respect to Purchased Seed and Corvea Sourced Technology are hereby superseded.
- 12.5 If any provision in this Agreement is determined to be void or unenforceable, the remaining provisions shall remain in full force and effect.
- 12.6 The failure of Corvea or any Third-Party Technology providers to exercise one or more of its rights under this Agreement on one or more occasions shall not be deemed a waiver to exercise such right(s) on one or more subsequent occasions.
- 12.7 No class actions: Any dispute arising out of or relating to this 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 Corvea.
- 12.8 Jurisdiction and Governing Law: The interpretation and enforcement of this Agreement shall be governed by the laws of the Province of Ontario and the federal laws of Canada without regard to its choice of law provisions. THE PARTIES AGREE TO CONSENT TO THE JURISDICTION OF THE APPROPRIATE ONTARIO COURT OR FEDERAL COURT OF CANADA FOR ALL DISPUTES ARISING UNDER THIS AGREEMENT. GROWER ACKNOWLEDGES THAT CORVEA RESERVES ALL RIGHTS TO INITIATE AND PURSUE CLAIMS FOR VIOLATION OF INTELLECTUAL PROPERTY RIGHTS IN THE FEDERAL COURT OF CANADA IN ANY PLACE THAT COURT SITS.
- 12.9 Grower and Corvea unconditionally waive any right to trial by jury in any action, proceeding or counterclaim in any way arising out of, or relating to, this Agreement.
- 12.10 Enforcement Costs: Grower agrees that Corvea and any owners of the patents covered by this 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 this Agreement if the Grower is determined to be at fault.
- 12.11 This TUA may be executed and delivered by electronic signature (including portable document format) by Grower and Corvea may rely on the receipt of such document so executed and delivered electronically as if the original had been received.
- 12.12 Any action against Corvea 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.
- 12.13 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 participate in or collect payment as a result of any class, collective, or other representative action of any kind against Corvea.