

# 2014 PIONEER HI-BRED INTERNATIONAL, INC. SEED AND TECHNOLOGY USE AGREEMENT

This Seed and Technology Use Agreement ("Agreement") is entered into between you ("Recipient") and Pioneer Hi-Bred International, Inc. ("Pioneer") and provides Recipient the opportunity to obtain 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 protection, confidential information, 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, Roundup Ready® Corn 2, plants containing the Roundup Ready® gene, 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® 3110 trait stack, the Agrisure Viptera® trait, the Agrisure® RW gene, Plenish®, other traits and technologies and/or any combination of these traits and technologies ("Technology"). By signing this Agreement Recipient also agrees to comply with stewardship responsibilities and requirements associated with the use of Seed and Technology. This Agreement is for a Recipient of Seed for planting only as approved by Pioneer.

## 1. RECIPIENT AGREES:

- To accept and continue the obligations of this Agreement on any land purchased, owned, leased, rented, or farmed by Recipient 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 Recipient 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 crop in a single season.
- To read and follow the applicable Product Use Guide(s) ("PUG") and the Insect Resistance Management Recipient Guide ("IRM Grower Guide") as may be amended from time to time, which are incorporated into and are a part of this Agreement. Recipient must cooperate and comply with the requirements set forth in the PUG and the IRM Recipient Guide and should follow the best management practices, recommendations and guidelines provided in those documents.
- To implement an Insect Resistance Management ("IRM") program as specified in the appropriate Product Use Guide(s); to comply with IRM requirements; to cooperate with IRM programs, on-farm IRM compliance assessments, and research. The IRM program requires Recipient to plant a corn refuge and follow EPA-mandated use restrictions as outlined in the appropriate Product Use Guide(s). 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 Recipient's 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 Recipient's performance of this Agreement. Such records shall be produced following Pioneer's actual or attempted communication to Recipient, including oral communication, and not later than seven (7) business days after the date of any written communication, including a letter.
- To participate with the third party conducting an on-farm IRM compliance assessment.
- That the IRM requirements set forth in the current Product Use Guide(s) and referred to in this Agreement supersede the IRM requirements set forth in any previously executed agreement or Product Use Guide(s).
- To plant and/or clean Seed for Seed production, if and only if, Recipient has entered into a valid, written Seed production agreement with a seed company that is licensed by Pioneer to produce Seed. Recipient must either physically deliver to 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 Recipient's 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 Recipient, for purposes of

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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 only after Pioneer has reasonably attempted to provide oral or written notice.

- 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.
- Recipient shall not do research on or with, plant and shall not transfer to others for research or planting, any Seed that the Recipient has 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. Recipient may conduct research on Seed or on grain or crop produced from Seed to make agronomic comparisons and conduct yield testing.
- To allow Pioneer to obtain Recipient's internet service provider ("ISP") records to validate Recipient's electronic signature, if applicable.

## 2. RECIPIENT RECEIVES FROM PIONEER:

- A limited use license to obtain 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.
- Pioneer licenses to the Recipient, Technology protected under U.S. intellectual property law subject to the conditions listed in this Agreement. These licenses do not authorize Recipient to plant Seed in the U.S. that has been obtained in another country or plant Seed in another country that has been obtained in the U.S. Recipient is not authorized to transfer Seed to anyone outside of the U.S.

## 3. RECIPIENT UNDERSTANDS:

- 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. Recipients should talk to their grain handler or product purchaser to confirm their buying position for these products. Excellence Through Stewardship® is a registered trademark of Biotechnology Industry Organization. Recipient understands that all IRM and stewardship obligations herein and in the PUG are requirements for planting.

## 4. GENERAL TERMS:

Recipient's rights may not be transferred to anyone else without the prior written consent of Pioneer. If Recipient's 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. Recipient acknowledges that Recipient has received a copy of Pioneer's PUG and the IRM Grower Guide. To obtain additional copies of these documents, contact Pioneer at 1-888-444-2733 or go to [www.Pioneer.com](http://www.Pioneer.com). Once effective, this Agreement will remain in effect until either the Recipient or Pioneer terminates the Agreement, as provided in Section 5 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 mailed to Recipient each year, and continuing use of Technology after receipt of any new terms constitutes Recipient's agreement to be bound by the new terms. Use of Seed or Technology also constitutes acceptance of terms printed on container labels, invoices, and any other material provided with Seed including stewardship responsibilities.

## 5. TERMINATION:

Recipient may terminate this Agreement, effective immediately, by delivering written notice to Pioneer. Any termination notice by Recipient must be delivered to Pioneer Hi-Bred International, Inc., 1000 W Jefferson, Tipton, IN 46072. Pioneer may terminate this Agreement, in whole or in part, by delivering written notice to Recipient. If this Agreement is terminated pursuant to such a notice, Recipient's responsibilities and the other terms

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herein shall survive (such as, but not limited to, Recipient's obligation to use Seed for planting a crop in a single season) as to Seed previously obtained by the Recipient. In the event Recipient violates the terms of this Agreement, then the Recipient's rights under this Agreement shall automatically terminate. However, Recipient's responsibilities and the other terms herein shall survive as to all Seed purchased or used by the Recipient (such as, but not limited to, Recipient's obligation to use Seed for a single crop). Further, Recipient shall not be entitled to obtain a future limited-use license from Pioneer unless Pioneer provides Recipient 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. Recipient expressly acknowledges that Recipient's 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 Recipient is 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, Recipient agrees that, among other things, Pioneer and others whose patented technology are contained herein, as appropriate, may be entitled to seek preliminary and permanent injunctions enjoining Recipient and any individual and/or entity acting on Recipient's behalf or in concert therewith from making, using, selling, or offering Seed for sale. Additionally, Recipient agrees that any such finding of infringement by Recipient may entitle Pioneer and those who have patented technology within the Seed, as appropriate, to seek patent infringement damages to the full extent authorized by 35 U.S.C. § 271 et. seq. Recipient may also be liable for all breach of contract damages.

Recipient accepts 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 Recipient does not agree to be bound by the conditions of use, Recipient agrees to return the unopened containers 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 corn hybrids containing the Roundup Ready gene may include: 5,717,084; 5,728,925; 5,554,798; 5,593,874; 5,641,876; 6,025,545; 6,083,878; 6,825,400; 7,582,434; 8,273,959; and RE39247. Patents for soybeans containing the Roundup Ready gene may include: 5,717,084; 5,728,925; and RE39247. Patents for corn hybrids containing YieldGard Corn Borer protection may include: 5,593,874; 5,859,347 and 6,180,774. Patents for corn hybrids containing Herculex I insect protection may include: 5,550,318; 6,218,188; 6,573,240; 6,737,273; and 6,943,282. Patents for corn hybrids containing Herculex RW rootworm protection may include: 6,083,499; 6,127,180; 6,340,593; 6,548,291; 6,624,145; 6,893,872; 6,943,282; and 7,956,246. Patents for corn hybrids containing Herculex XTRA insect protection may include 5,550,318; 6,083,499; 6,127,180; 6,218,188; 6,340,593; 6,548,291; 6,573,240; 6,624,145; 6,737,273; 6,893,872; 6,943,282; and 7,956,246. Also see Website ([www.pioneer.com/technologyagreement](http://www.pioneer.com/technologyagreement)). The Genuity® Roundup Ready 2 Yield® Soybeans technology is covered by the following U.S. patents: 5,717,084; 5,728,925; 6,051,753; 6,660,911; 6,949,696; 7,141,722; 7,608,761; 7,632,985; 8,053,184; and any patent or application claiming or having claimed a common priority to any of these patent(s) or application(s).**

## 6. NOTICE REQUIREMENT:

As a condition precedent to Recipient or any other person or entity with an interest in Recipient's 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, Recipient must provide Pioneer a written, prompt, and timely notice (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 the Recipient first observes 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.

## 7. 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 crop, that has been obtained from Pioneer and seed companies licensed by Pioneer or the seed company's authorized retailers or distributors.

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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.

8. RECIPIENT'S EXCLUSIVE LIMITED REMEDY:

THE EXCLUSIVE REMEDY OF THE RECIPIENT 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 REPLACEMENT OF THE SEED. IN NO EVENT SHALL PIONEER OR ANY SELLER BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES.

If you have any questions about this Agreement, contact 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 Pioneer.

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

I, the undersigned Recipient, 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.

Recipient Name: Cynthia Nichols  
Budget Director  
AgResearch

Date: 4/22/14

Recipient Organization: The University of Tennessee

Recipient Address: 2621 Morgan Circle, 225 Morgan Hall  
Knoxville TN 37996

Recipient Signature: Cynthia Nichols

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