Corteva Agriscience - TECHNOLOGY USE AGREEMENT

This Technology Use Agreement is entered into by Grower and Corteva Agriscience (defined below) to set forth the terms and conditions upon which Grower shall use Seed containing Corteva Sourced Technology.

By signing below the undersigned represents and agrees that: (1) he/she has read and understands the terms and conditions of this Agreement, including the terms and conditions on the next page, (2) he/she is fully authorized to enter into this Agreement on behalf of the Grower identified in the Grower Information Box below, and (3) the terms and conditions of this 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: Example: John Doe
Grower’s Authorized Signature

Example: Signature
Printed Name of Person Signing

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

Section A – For Individual (Sole Proprietorship) Grower

Section B – For Business Entity Grower

Section C - Seed Supplier

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

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

"Agreement" means, as of any date of determination, this Technology Use Agreement, the then current (i) Product Use Guide(s) and (ii) Update Notification(s), all of which are incorporated herein and deemed a material part of this Agreement.

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

"Corteva Proprietary Rights" means proprietary germplasm and all current and future seed trait technology as set forth in applicable Update Notification(s), or otherwise.

"Corteva Sourced Technology" means proprietary germplasm and all current and future seed trait technology as set forth in applicable Update Notification(s), all of which are incorporated herein and deemed a material part of this Agreement. Corteva Sourced Technology includes, but is not limited to, the Patents licensed under this Agreement and a Product Use Guide(s) and may include information regarding new and existing Corteva Sourced Technology, including (among other things) the Patents licensed under this Agreement and a Product Use Guide(s) and may include information regarding new and existing Corteva Sourced Technology, including (among other things) the Patents licensed under this Agreement.

"DAS" means Dow AgroSciences LLC.

"DuPont" means E. I. du Pont de Nemours and Company.

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

"Grower" means the individual farmer or farming entity identified in the applicable Grower Information Box.

"Licensed Rights" means all patent claims, 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 that are reasonably necessary for a Grower’s exercise of the limited license granted under numbered Article 2 herein 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.

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

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

"Product Use Guide" and "Guides" mean the 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. The Guide(s) for Purchased Seed shall become a part of this Agreement, and Grower’s use of Corteva Sourced Technology is subject to the terms of the Guide posted at www.traitsstewardship.com or as updated from time to time by Corteva.

"Production Crop" means seed that Grower produces for Corteva or a Corteva Licensee pursuant to a valid production agreement, which crop is controlled by Corteva or the Corteva Licensee.

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

"Representatives" means Corteva representatives and representatives of any owner of Corteva Sourced Technology.

"Seed" means agricultural planting seed containing Corteva Sourced Technology sold by Seed Sellers. "Seed" may contain Third-Party Trait Technology that is subject to the provider’s separate licensing arrangements.

"Seed Seller" means Corteva Agriscience and those 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 Production Crop.

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

"Update Notification" means a communication to Growers with updated terms of this Agreement, which may include information regarding new and existing Corteva Sourced Technology, including (among other things) the Patents licensed under this Agreement and any new or modified Agreement terms. Each Update Notification for Purchased Seed shall become a part of this Agreement, and Grower’s use of Seed and/or Corteva Sourced Technology following receipt of any Update Notification for Purchased Seed constitutes Grower’s acceptance of all terms in the Update Notification.

2. LIMITED LICENSE: Upon acceptance by Grower of this Agreement, unaltered and duly executed by Grower, Grower is granted and hereby accepts, on and subject to the terms and conditions of this Agreement, a limited, non-transferable, revocable, non-exclusive license by Corteva under the Licensed Rights solely to (i) purchase Seed from a Seed Seller or Corteva Licensee and (ii) to plant Purchased Seed 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, 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 license only covers Grower’s activities in the United States and does not authorize Grower to plant Seed in another country that has been purchased/acquired in another country or to plant Seed in another country that has been purchased/acquired in the United States.

For further information or to view the current Technology Use Agreement, Update Notification or a Product Use Guide, go to www.traitsstewardship.com or contact Corteva Agriscience at 1-877-4-TRAITS (1-877-487-2487).

Revision date: February 2020 / Corteva Agriscience / U.S. TUA
PROHIBITED ACTIVITIES:
Grower acknowledges and agrees that Grower is NOT permitted to:
• supply, transfer, license, or sublicense 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 member of Corteva's Affiliate family.
• following burndown, use any phenoxy axin 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 combination with Enlist crops);
• following burndown, use any AOPP herbicides (e.g., glufosinate, quizalofop, haloxyfop, diclofop, fenoxaprop, fluazifop) not expressly labeled for Enlist corn on emerged Enlist corn;
• following burndown, use any pyridine axin herbicides (e.g., triclopyr, fluoropyr) on Emerged Enlist crops;
• save, clean or use any crop produced from Seed for planting, and not to supply crop produced from Seed to anyone for planting. The planting of any crop produced from Seed is not licensed under this Agreement, unless such license is expressly granted to Grower by Corteva or the Corteva Licensee;
• plant Seed for seed production unless, and only if, Grower has entered into a valid, written Seed Production Agreement with Corteva or the Corteva Licensee, sell for non-seed purposes or use for any purpose other than the intended purpose for which Seed was produced or any use prohibited by law or by this Agreement or a license granted hereunder with respect to any Corteva Sourced Technology for any reason, (i) Grower shall terminate the use of all Seeds containing the particular Corteva Sourced Technology that may be used with Enlist crops, including pre-emergent use; (ii) Grower will not no longer have the right to purchase or use Seed containing such Corteva Sourced Technology. Notwithstanding the foregoing, Grower's obligations and Corteva's rights that arose under the Agreement prior to termination shall remain in full force and effect.
8. ADDITIONAL PROVISIONS:
Grower agrees to communicate to applicable terms, conditions and restrictions on Seed whether under this Agreement, a Guide, or Update Notification or otherwise to all persons and entities possessing or taking an interest in Grower's Seed and/or technology.
Grower agrees to provide a copy of this Agreement to any new or existing Corteva Licensee to be sent to the addresses specified in sections A, B, or D above.
Grower acknowledges that should any information provided to Corteva herein change, Grower will promptly notify and update Corteva via section D above.
Nothing in this Agreement shall be construed as or to grant any rights to Corteva or to anyone for the use of any Corteva trademark. Grower is required to enter a separate trademark license from Corteva to use any Corteva trademark(s) included but not limited to those marks associated with the Enlist trait, seed, or Seed production process.
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 Corteva.
Grower hereby consents to the collection, use and disclosure of Grower's personal or company data and purchase information by and among: (i) Corteva and its affiliated companies, including parents, subsidiaries and affiliates ("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 seed rebates; (iv) Corteva employees and authorized representatives conducting IRM or other compliance assessments. Grower agrees that information collected through use of any or all Seed or Seed Stock, or in connection with use of any or all Corteva Sourced Technology, or through any or all Seed and Corteva Sourced Technology is held in accordance with the applicable privacy terms. Grower information collected through the use of product coturbs or services will be treated in accordance with the Corteva Privacy Terms https://www.traitstewardship.com/privacy and applicable law. Grower information collected through procurement or services offered through Corteva's affiliate, Granulic, Inc., will be treated in accordance with the Granulic Privacy Terms https://granulic.ag/data/privacy and applicable law.
5. TERM AND TERMINATION:
This Agreement, once signed by Grower and accepted by Corteva, will remain in effect until terminated or superseded in its entirety by any written agreement between Grower and Corteva. Either party may terminate this Agreement in effect with Corteva, will provide notice of withdrawal to Grower to the email address on file with Corteva. New Guides are herein incorporated and deemed a material part of this Agreement once posted on the Corteva Agriscience site (www.traitstewardship.com).
New Guides will be available from Seed sellers, from Corteva directly and/or on the Corteva website (www.traitstewardship.com). Current Guides may be found by accessing the Document Library on the Corteva Agriscience website (www.traitstewardship.com). Grower agrees to read and follow all applicable Guides, the terms and conditions set forth on the packaging (including bag tags) of Purchased Seed are incorporated herein and deemed a material part of this Agreement.
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Grower agrees to communicate to applicable terms, conditions and restrictions on Seed whether under this Agreement, a Guide, or Update Notification or otherwise to all persons and entities possessing or taking an interest in Grower's Seed and/or technology.
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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 Corteva.
Grower hereby consents to the collection, use and disclosure of Grower's personal or company data and purchase information by and among: (i) Corteva and its affiliated companies, including parents, subsidiaries and affiliates ("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 seed rebates; (iv) Corteva employees and authorized representatives conducting IRM or other compliance assessments. Grower agrees that information collected through use of any or all Seed or Seed Stock, or in connection with use of any or all Corteva Sourced Technology, or through any or all Seed and Corteva Sourced Technology is held in accordance with the applicable privacy terms. Grower information collected through the use of product coturbs or services will be treated in accordance with the Corteva Privacy Terms https://www.traitstewardship.com/privacy and applicable law. Grower information collected through procurement or services offered through Corteva's affiliate, Granulic, Inc., will be treated in accordance with the Granulic Privacy Terms https://granulic.ag/data/privacy and applicable law.
5. TERM AND TERMINATION:
This Agreement, once signed by Grower and accepted by Corteva, will remain in effect until terminated or superseded in its entirety by any written agreement between Grower and Corteva. Either party may terminate this Agreement in effect with Corteva, will provide notice of withdrawal to Grower to the email address on file with Corteva. New Guides are herein incorporated and deemed a material part of this Agreement once posted on the Corteva Agriscience site (www.traitstewardship.com). New Guides will be available from Seed sellers, from Corteva directly and/or on the Corteva website (www.traitstewardship.com). Current Guides may be found by accessing the Document Library on the Corteva Agriscience website (www.traitstewardship.com). Grower agrees to read and follow all applicable Guides, the terms and conditions set forth on the packaging (including bag tags) of Purchased Seed are incorporated herein and deemed a material part of this Agreement.
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