

SEEDWARE® LIMITED LICENSE AGREEMENT

This is a legal Agreement between you and Abbott & Cobb, Inc. (A&C). By opening the sealed container(s), you agree to be bound by the terms of this Agreement. If you do not agree to the terms of this Agreement, promptly return the unopened container(s) and any accompanying items, freight prepaid.

SEEDWARE® -- The Mark of Superior Genetics

SEEDWARE® is a registered trademark of A&C used exclusively to refer to proprietary seed varieties and their parental lines, developed and owned by A&C and/or its Licensors containing unique genetic codes that provide the necessary instructions to produce plants, fruits and seeds with desirable grower and consumer traits. Only seed that meets A&C's exacting requirements for the delivery of grower and consumer traits is available under the **SEEDWARE®** label. Seed bearing the **SEEDWARE®** mark is licensed for use only as set forth in this **SEEDWARE®** Limited License Agreement.

LICENSE TERMS

Grant of license. "A&C" grants you a non-exclusive, non-transferable right to use seed bearing the **SEEDWARE®** mark to grow a single crop for the production of plant parts, fruits or seeds which are normally intended for human or animal consumption or ornamental display. The plant parts, fruits or seeds grown from the seed bearing the **SEEDWARE®** mark may be sold and/or resold but the ultimate use of the plant parts, fruits or seeds is restricted to fresh market produce or food processing purposes. Plant parts which are not normally used for consumption or ornamental display, such as leaves, stems, roots, flowers and any reproductive plant parts, whether mature or immature, must be used as animal feed, destroyed or recycled as mulch. No plant parts may be preserved or used in any way for self or cross-pollination reproductions, cloning or any other germplasm extraction, multiplying or manipulation. **No part of any seed, seed germplasm, genetic material (DNA), seed part, sprout, plantlet, transplant, flower, or mature plant may be used for any other purpose. You may not copy, extract, or reproduce any part of the DNA contained in the seed or plant material. You may not modify, translate, or sub-license (except as provided, see Section ("Sublicense Rights and Responsibilities") the DNA contained in the seed or plant material for any commercial, economic, academic, research or any other benefit to you or anyone else.** This Agreement is effective upon opening the sealed container(s) and is terminated when no viable tissue grown from the seed or plant material remains.

Intellectual Property. The seed bearing the **SEEDWARE®** mark is owned by Abbott & Cobb, Inc. or its licensors and is protected by one or more of the following: United States Plant Variety Protection Certificates, Plant Breeder's Rights under UPOV, one or more pending or issued Utility patents, trade secrets laws, and corresponding international treaties (A&C Intellectual Property Rights). You may not copy the written materials accompanying the seed bearing the **SEEDWARE®** mark, which are subject to protection under the U.S. Copyright laws. The license provided under this Agreement is limited and does not provide you an express or implied license to any of A&C's Intellectual Property Rights other than as expressly set forth above.

SUBLICENSE RIGHTS AND RESPONSIBILITIES

In the event seed bearing the **SEEDWARE®** mark is licensed to an A&C authorized dealer/distributor/agent for sublicensing to a buyer/grower, the dealer/distributor/agent is required to maintain the original packaging with its tamper proof seal. If the dealer/distributor/agent is permitted by A&C to repackage any seed bearing the **SEEDWARE®** mark(s), the dealer/distributor/agent must replicate the tamper proof seal with acceptance notice labeling, and copies of this **SEEDWARE®** Limited License Agreement or a similar form of agreement approved by A&C. This right to sublicense extends only to A&C authorized dealers/distributors/agents and any further licensing or distribution and any resale of **SEEDWARE®** product(s) is specifically prohibited without the express, written consent of A&C.

REQUIRED GROWER CULTURAL PRACTICES

Seed bearing the **SEEDWARE®** mark is licensed for use in growing only a single crop. The unique genetic code contained in the DNA of the seed has the potential to produce plants, plant parts, fruits or seeds having desirable grower and consumer traits but in order for those traits to be expressed and the potential to be realized the grower or user must use proper cultural practices and the crop must also experience favorable environmental conditions. Growers/users must be adequately trained and have sufficient experience to grow the crop to its maximum potential. Experienced growers know that any attempt to plant and grow a crop involves significant risk and that the costs associated with planting a crop for commercial production can be substantial. Seed varieties such as those licensed under the **SEEDWARE®** label are unique. Suitability for use in a growers/users specific geographic location (if different from where the seed has previously been tested) or under a growers/users cultural practices/climatic conditions may require trials. Although the seed has the genetic **potential** to produce plant parts, fruits and/or seeds having desirable grower and consumer traits, any failure to use proper cultural practices or any insects, disease and/or unfavorable environmental conditions may result in a failure of the seed to realize its potential.

LIMITED WARRANTY

Abbott & Cobb, Inc. to the extent required by law, warrants that seed bearing the **SEEDWARE®** mark is as described on the container label and in its catalog within recognized tolerances. **THIS EXPRESS WARRANTY EXCLUDES ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.** No other representations are made other than for identification purposes. Licensor neither assumes, makes nor authorizes any person to make any other representation or warranty on its behalf, or to assume for it any liability in connection with the licensing or use of the items licensed hereunder. **It is further expressly understood and agreed that since the seed licensed hereunder contains only the genetic potential for producing a crop having desirable grower and consumer traits, and all other factors and conditions necessary for such growth are beyond the control of A&C, no performance result is guaranteed and instead is hereby specifically, expressly disclaimed.**

The germination percentage shown on the analysis tag or container label shows the germination percentage of a representative sample of the seed tested under the AOSA Rules for Testing Seed as of the test date shown on the tag or label. A&C warrants only that the seed had a germination percentage in the amount set forth on the analysis tag or container label as of the date the test was performed. A&C may extend this warranty in its sole discretion by providing a "Best Use Dating" notice and applying it to the seed container. If "Best Use Dating" is applied, the extended warranty presumes reasonable storage and handling of the seed by the licensee including temperature and moisture control at all times until the actual initialization of growth of the seed. If Licensee does not properly store and handle the seed while in its possession, this extended warranty is void. A&C shall not be responsible for any decline in germination percentage resulting from any coating, enhancement or any other process applied to the seed.

Please read continuation of the terms of this SEEDWARE® Limited License Agreement on reverse side.

LIMITED REMEDY

UNDER NO CIRCUMSTANCES SHALL ABBOTT & COBB, INC ("LICENSOR") BE LIABLE TO LICENSEE OR ANY OTHER PERSON OR ENTITY, WHETHER BASED ON CONTRACT, ON THE UNIFORM COMMERCIAL CODE, ON NEGLIGENCE, OR ON ANY OTHER THEORY OR LIABILITY WHATSOEVER, FOR ANY AMOUNT IN EXCESS OF THE AMOUNT PAID FOR THE LICENSE HEREUNDER (The "LICENSE FEE"), NOR FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES UNDER ANY AND ALL THEORIES OF LIABILITY AND REGARDLESS OF THE NATURE, CAUSE OR EXTENT OF THE LOSS OR DAMAGE SUSTAINED. THIS LIMITATION REPRESENTS THE BASIC WARRANTY REMEDY FOR ALL SEEDWARE® LICENSED PRODUCTS.

Extended Remedy Option: If the licensee should desire extended warranty coverage which exceeds this basic limitation, coverage of **2 times the basic remedy or 3 times the basic remedy** may be optionally purchased for additional cost. This coverage must be specified at the time of the original licensing and may **not** be increased after the initial delivery of the seed licensed hereunder.

It is presumed that the Licensee will inspect the seed licensed hereunder within a reasonable time following receipt of shipment. No liability hereunder or otherwise shall be asserted against the Licensor unless the Licensee or user reports any condition that might lead to a complaint promptly to Licensor following discovery of such conditions, **but in no event to exceed 7 DAYS FROM INITIAL DISCOVERY*. Failure to so inspect or promptly notify Licensor shall result in the waiver of Licensee's rights of recovery and warranty coverage, and Licensee shall be deemed to have accepted the items Licensed and to have released Licensor from liability.

Controlling Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

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