

# 2015

## MONSANTO TECHNOLOGY/STEWARDSHIP AGREEMENT (Limited Use License)

Form Number

PLEASE MAIL THE SIGNED 2015 MONSANTO TECHNOLOGY/STEWARDSHIP AGREEMENT TO: DRC Data Services, Attn: AgCelerate Agreements, 2009 Fourth Street, SW, Mason City, IA 50401

### GROWER INFORMATION (please print)

Please complete this section with your business information. To sign this Monsanto Technology/Stewardship Agreement ("Agreement") you must be the operator/grower for all fields that will grow plants from Seed (as defined below). You represent that you have full authority to and do hereby bind to this Agreement yourself, all entities for which you obtain Seed, all individuals and entities having an ownership interest in any entities for which you obtain Seed, and that Monsanto

Company has not barred any of those individuals or entities from obtaining this limited-use license. Your name must be filled in and must match the signature below. This Agreement becomes effective if and when Monsanto issues the Grower a license number from Monsanto's headquarters in St. Louis, Missouri. Monsanto does not authorize seed dealers or seed retailers to issue a license of any kind for Monsanto Technologies.

**Grower's Full Legal Name** (First/Middle/Last)  Dr.  Mr.  Mrs.  Ms.  Suffix (Sr, Jr, II, III) \_\_\_\_\_

**Grower's Mailing Address** (no P.O. Boxes) \_\_\_\_\_

**Grower's City** \_\_\_\_\_ **State** \_\_\_\_\_ **Zip** \_\_\_\_\_

**Office Phone** (include area code) \_\_\_\_\_ **Fax** (include area code) \_\_\_\_\_

**Cell Phone** (include area code) \_\_\_\_\_ **Email** \_\_\_\_\_

**Farm Business Name** \_\_\_\_\_

**Farm Physical Address** (as listed with the FSA) \_\_\_\_\_

**Farm City** \_\_\_\_\_ **State** \_\_\_\_\_ **Zip** \_\_\_\_\_

**Last Four of Social Security #** \_\_\_\_\_ **Role:**  Operator  Owner/Operator  Farm Manager  
 Other

If the above information changes, Grower agrees to promptly update this information via AgCelerate.com or by calling 1-800-768-6387, option 3.

### SEED SUPPLIERS

**Business Name** \_\_\_\_\_

**City** \_\_\_\_\_ **State** \_\_\_\_\_ **Zip** \_\_\_\_\_

**Business Name** \_\_\_\_\_

**City** \_\_\_\_\_ **State** \_\_\_\_\_ **Zip** \_\_\_\_\_

**Area Code** \_\_\_\_\_ **Phone** \_\_\_\_\_

**Area Code** \_\_\_\_\_ **Phone** \_\_\_\_\_

#### This Monsanto Technology/Stewardship Agreement is entered into between you ("Grower") and Monsanto Company ("Monsanto") and consists of the terms on this page and on the reverse side of this page.

This Monsanto Technology/Stewardship Agreement grants Grower a limited license to use Genuity® Bollgard II®, Genuity® Bollgard II® with Roundup Ready® Flex cotton, Genuity® Roundup Ready® Flex cotton, Genuity® Roundup Ready 2 Yield® soybeans, Vistive® Gold High Oleic soybeans with Genuity® Roundup Ready 2 Yield® technology, Genuity® Roundup Ready® Canola, Genuity® Roundup Ready® Alfalfa, Roundup Ready® Corn 2, Genuity® DroughtGard® Hybrids with Roundup Ready® Corn 2, Genuity® Roundup Ready® Sugarbeets, YieldGard® Corn Borer corn, YieldGard® Corn Borer with Roundup Ready® Corn 2, Genuity® VT Double PRO® corn, Genuity® DroughtGard® Hybrids with VT Double PRO® corn, Genuity® VT Double PRO® RIB Complete® corn blend, Genuity® DroughtGard® Hybrids with VT Double PRO® RIB Complete® corn blend, YieldGard VT Rootworm/RR2® corn, YieldGard VT Triple® corn, Genuity® VT Triple PRO® corn, Genuity® DroughtGard® Hybrids with VT Triple PRO® corn, Genuity® VT Triple PRO® RIB Complete® corn blend, Genuity® DroughtGard® Hybrids with VT Triple PRO® RIB Complete® corn blend, Performance Series™ Sweet Corn, Genuity® SmartStax® corn, Genuity® SmartStax® RIB Complete® corn blend, Monsanto patented germplasm and Monsanto Plant Variety Protection rights ("Monsanto Technologies"). Seed containing Monsanto Technologies are referred to herein as ("Seed"). This Agreement also contains Grower's stewardship responsibilities and requirements associated with the use of Seed and Monsanto Technologies.

- GOVERNING LAW:** This Agreement and the parties' relationship shall be governed by the laws of the State of Missouri and the United States (without regard to the choice of law rules).
- BINDING ARBITRATION FOR COTTON-RELATED CLAIMS MADE BY GROWER:** Any claim, action or dispute made or asserted by a Grower (or any other person or entity claiming an interest in Grower's cotton crop, hereafter "Grower") against Monsanto, or any person or entity involved in the production, development, distribution, and/or sale of the Seed containing Monsanto Technology ("seller"), regarding the quality of Monsanto cotton Seed or the agronomic performance of Monsanto Technology in cotton Seed must be resolved by binding arbitration. The foregoing requirement to arbitrate specifically excludes any claim, action or dispute involving the infringement, validity, or enforceability of a patent or that otherwise arises under the U.S. patent laws. As a condition precedent to asserting any claim, action, or dispute regarding the quality of Monsanto cotton Seed or the agronomic performance of Monsanto Technology in cotton Seed, the Grower must provide notice to Monsanto pursuant to §10 of this Agreement. After Grower provides that notice, Grower may request in writing that the parties engage in good faith negotiations, which the parties will undertake within 30 days after Monsanto's receipt of the request. In the event that a claim is not resolved within the 30 days, or after 30 days following Grower's service of a claim notice if Grower does not request negotiations, any party may initiate arbitration. The parties pursuant to the provisions of the Federal Arbitration Act, 9 U.S.C. Sec 1 et seq. and administered under the Commercial Dispute Resolution Procedures established by the American Arbitration Association ("AAA"). GROWER MAY ONLY BRING A CLAIM IN ARBITRATION IN GROWER'S INDIVIDUAL CAPACITY AND GROWER WAIVES ANY RIGHT TO DO SO AS A REPRESENTATIVE OR MEMBER OF ANY CLASS OR PUTATIVE CLASS. The arbitration hearing shall be conducted in the capital city of the state of Grower's residence or in any other place as the parties decide by mutual agreement. Grower and Monsanto/sellers shall each pay one half of the AAA filing fee. Grower and Monsanto/sellers shall each pay one half of AAA's administrative and arbitrator fees as those fees are incurred. The arbitrator(s) shall have the power to apportion the ultimate responsibility for all AAA fees in the final award. The arbitration proceedings and results are to remain confidential and are not to be disclosed without the written agreement of all parties, except to the extent necessary to effectuate the decision or award or as otherwise required by law.
- FORUM SELECTION FOR NON-COTTON-RELATED CLAIMS MADE BY GROWER AND ALL OTHER CLAIMS:** THE PARTIES CONSENT TO THE SOLE AND EXCLUSIVE JURISDICTION AND VENUE OF THE U.S. DISTRICT COURT FOR THE EASTERN DISTRICT OF MISSOURI, EASTERN DIVISION, AND THE CIRCUIT COURT OF THE COUNTY OF ST. LOUIS, MISSOURI. (ANY LAWSUIT MUST BE FILED IN ST. LOUIS, MO) 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 MONSANTO TECHNOLOGIES, EXCEPT FOR COTTON-RELATED CLAIMS MADE BY GROWER. THE PARTIES WAIVE ANY OBJECTION TO VENUE IN THE EASTERN DIVISION OF THE U.S. DISTRICT COURT FOR THE EASTERN DISTRICT OF MISSOURI, INCLUDING THOSE BASED, IN WHOLE OR IN PART, ON THE DIVISIONAL VENUE LOCAL RULE(S) OF THE U.S. DISTRICT COURT FOR THE EASTERN DISTRICT OF MISSOURI. THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION FOR COTTON-RELATED CLAIMS PURSUANT TO THE PROVISIONS OF THE FEDERAL ARBITRATION ACT, 9 U.S.C. §1 ET SEQ., WHICH MAY BE ENFORCED BY THE PARTIES.

#### 4. GROWER AGREES:

- To accept and continue the obligations of this Monsanto Technology/Stewardship Agreement on any new land purchased or leased by Grower 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 Grower that has Seed planted on it that the Monsanto Technology is subject to this Monsanto Technology/Stewardship Agreement and they must have or obtain their own Monsanto Technology/Stewardship Agreement.
- To read before planting and to follow the applicable Technology Use Guide ("TUG") and the Insect Resistance Management Grower Guide ("IRM Grower Guide") as may be amended from time to time, which are incorporated into and are a part of this Agreement. Grower must comply with the requirements set forth in the TUG and the IRM Grower Guide and is advised to follow the best management practices, recommendations and guidelines provided in those documents.
- To implement an Insect Resistance Management ("IRM") program, if applicable, in accordance with the most recent IRM Grower Guide and to cooperate and comply with these and any additional IRM programs Monsanto communicates to Grower.
- To acquire Seed containing these Monsanto Technologies only from a seed company with technology license(s) from Monsanto for the applicable Monsanto Technology(ies) or from a licensed company's dealer authorized to sell such licensed Seed.
- To acquire Seed only from authorized seed companies (or their authorized dealers) with the applicable license(s).
- To use Seed containing Monsanto Technologies solely for a single planting of a commercial crop, except in the case of Genuity® Roundup Ready® Alfalfa where a single planting may be used for multiple cuttings.
- Not to save or clean any crop produced from Seed for planting, not to supply Seed produced from Seed to anyone for planting, not to plant Seed for production other than for Monsanto or a Monsanto licensed seed company under a seed production contract.
- Not to transfer any Seed containing patented Monsanto Technologies to any other person or entity for planting.
- To plant and/or clean Seed for Seed production, if and only if, Grower has entered into a valid, written Seed production agreement with a Seed company that is licensed by Monsanto to produce Seed. Grower must either physically deliver to that licensed Seed Company or must sell for non-seed purposes or use for non-seed purposes all of the Seed produced pursuant to a Seed production agreement.
- Grower may not plant and may not transfer to others for planting any Seed that the Grower has produced containing patented Monsanto Technologies for crop breeding, research, or generation of herbicide registration data. Grower may not conduct research on Grower's crop produced from Seed other than to make agronomic comparisons and conduct yield testing for Grower's own use. Monsanto makes available separate license agreements to academic institutions for research.
- To direct crops produced from Seed to appropriate markets. Any 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.
- Pending import approvals in China, Grower agrees not to export Genuity® Roundup Ready® Alfalfa seed or crops (including hay and hay products) to China. In addition, due to the unique cropping practices Grower agrees not to plant Genuity® Roundup Ready® Alfalfa in Imperial County, California, pending import approvals in China and until Monsanto grants express permission for such planting. Genuity Roundup Ready Alfalfa seed may not be planted for the production of sprouts.
- Grower agrees: 1) not to export Genuity® Roundup Ready® Flex Pima cotton seed, meal, linters, or gin trash to Korea pending import approval; 2) to deliver Genuity® Roundup Ready® Flex Pima cotton to an Arizona, California, New Mexico, or Texas gin that is on Monsanto's approved list (available at www.genuity.com under the Commodity Marketing section of the Stewardship tab); and 3) not to market cotton seed, meal, linters or gin trash from Genuity® Roundup Ready® Flex Pima to a third party who may send such products to countries where those products do not have all necessary regulatory approvals.

[The Agreement continues on the reverse side of this page.]

**GROWER SIGNATURE AND DATE REQUIRED**

Name \_\_\_\_\_

Distribution: White to Monsanto, Yellow to Dealer, Pink to Grower

Date \_\_\_\_\_

- n To provide Monsanto copies of any records, receipts, or other documents that could be relevant to Grower's performance of this Agreement, including but not limited to, Summary Acreage History Report, Form 578 (producer print), Farm and Tract Detail Listing and corresponding aerial photographs, Risk Management Agency claim documentation, and dealer/retailer invoices for seed and chemical transactions. Such records shall be produced following Monsanto's actual (or attempted) oral communication with Grower and not later than seven (7) days after the date of a written request from Monsanto.
- o To identify and to allow Monsanto and its representatives access to land farmed by or at the direction of Grower (including refuge areas) and bins, wagons, or seed storage containers used or under the control or direction of Grower, for purposes of examining and taking samples of crops, crop residue or seeds located therein. Such inspection, examination or sampling shall be available to Monsanto and its representatives only after Monsanto delivers or mails to the Grower a written notice at least seven (7) days in advance, and Monsanto also has reasonably attempted to discuss the visits with the Grower in advance of the visit.
- p To allow Monsanto to obtain Grower's internet service provider ("ISP") records to validate Grower's electronic signature, if applicable.
- q To pay all applicable fees due to Monsanto that are a part of, associated with or collected with the Seed purchase price or that are invoiced for the seed. If Grower fails to pay Monsanto for cotton related Monsanto Technologies, Grower agrees to pay Monsanto default charges at the rate of 14% per annum (or the maximum allowed by law whichever is less) plus Monsanto's reasonable attorneys' fees, court costs and all other costs of collection.
- r To use on crops containing Roundup Ready®, Roundup Ready® 2 Technology, or Roundup Ready® Flex only a labeled Roundup® agricultural herbicide or other authorized non-selective herbicide which could not be used in the absence of the Roundup Ready® gene (see TUG for details on authorized non-selective products). Use of any selective herbicide labeled for the same crop without the Roundup Ready® gene is not restricted by this Agreement. **MONSANTO DOES NOT MAKE ANY REPRESENTATIONS, WARRANTIES OR RECOMMENDATIONS CONCERNING THE USE OF PRODUCTS MANUFACTURED OR MARKETED BY OTHER COMPANIES WHICH ARE LABELED FOR USE IN ROUNDUP READY® CROP(S). MONSANTO SPECIFICALLY DISCLAIMS ALL RESPONSIBILITY FOR THE USE OF THESE PRODUCTS IN ROUNDUP READY® OR GENUITY® ROUNDUP READY 2 YIELD® CROP(S). ALL QUESTIONS AND COMPLAINTS ARISING FROM THE USE OF PRODUCTS MANUFACTURED OR MARKETED BY OTHER COMPANIES SHOULD BE DIRECTED TO THOSE COMPANIES.**

#### Performance Series™ Sweet Corn

- s To read and follow the TUG and to abide by and implement Insect Resistance Management requirements on the product tag as may be amended from time to time, which are incorporated into and are a part of this Agreement. Grower must comply with the requirements set forth in the TUG and the tag, and should follow the best management practices, recommendations and guidelines provided in those documents.
- t To direct any fresh produce from Performance Series™ Sweet Corn for sale or use in the U.S., Canada, and Mexico. It is a violation of national and international laws to move material containing biotech traits across boundaries into nations where import is not permitted. Grower must talk to Grower's buyers to confirm their uses of this product.

#### 5. GROWER RECEIVES FROM MONSANTO COMPANY:

- a A limited use license to purchase and to plant Seed pursuant to the terms of this Agreement 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 and to apply Roundup® agricultural herbicides and other authorized non-selective herbicides over the top of Roundup Ready®, Genuity® Roundup Ready® or Performance Series™ Sweet Corn crops. Check with your local Monsanto representative if you have questions about the approval status in your state. Monsanto retains ownership of the Monsanto Technologies including the genes (for example, the Roundup Ready® gene) and the gene technologies. In purchasing seed containing the Monsanto Technologies, Grower solely receives the right to use the Monsanto Technologies subject to the conditions specified in this Agreement.
  - b Monsanto Technologies are protected under U.S. patent law. Monsanto licenses the Grower under applicable U.S. patents (other than the Dow AgroSciences Patent Rights), to use Monsanto Technologies subject to the conditions listed in this Agreement. Dow AgroSciences LLC and Agrigenetics, Inc. (collectively "Dow AgroSciences") licenses the Grower under its applicable U.S. patents (the "Dow AgroScience Patent Rights") to use Dow AgroSciences' Event TC 1507 and Event DAS 59122-7 to the extent either is present in any SmartStax™ Seed being obtained by Grower pursuant to this Agreement. Monsanto being authorized to act on Dow AgroSciences' behalf for this Agreement, subject to the conditions listed in this Agreement. These licenses do not authorize Grower to plant Seed in the United States that has been purchased in another country or plant Seed in another country that has been purchased in the United States. Grower is not authorized to transfer Seed to anyone outside of the U.S.
  - c Enrollment for participation in Roundup Ready PLUS™ Weed Management Solutions.
  - d A limited use license to prepare and apply on glyphosate-tolerant soybean, cotton, alfalfa, sugar beet, or canola crops (or have others prepare and apply) tank mixes of, or sequentially apply (or have others sequentially apply), Roundup® agricultural herbicides or other glyphosate herbicides labeled for use on those crops with quizalofop, clethodim, sethoxydim, fluzafop, and/or fenoxaprop to control volunteer Roundup Ready® Corn 2 corn in Grower's crops for the 2015 growing season. However, neither Grower nor a third party may utilize any type of co-pack or premix of glyphosate plus one or more of the above-identified active ingredients in the preparation of a tank mix for use on glyphosate-tolerant soybean, cotton, alfalfa, sugar beet, or canola crops.
- #### 6. GROWER UNDERSTANDS:
- a **Monsanto Company is a member of Excellence Through Stewardship® (ETS).** Monsanto products are commercialized in accordance with ETS Product Launch Stewardship guidance and in compliance with Monsanto's Policy for Commercialization of Biotechnology-Derived Plant Products in Commodity Crops. Any crop or material produced from these 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 should talk to their grain handler or product purchaser to confirm their buying position for these products.
  - b Performance Series™ Sweet Corn, Genuity® Roundup Ready® Alfalfa and Genuity® Roundup Ready® Flex Pima cotton are subject to specific product export stewardship requirements.
  - c Insect Resistance Management: When planting any YieldGard® brand corn products, Genuity® brand corn products or Genuity® Bollgard II® cotton products, Grower must implement an IRM program according to the size and distance guidelines specified in the IRM Grower Guide, including any supplemental amendments. Grower may lose Grower's limited use license to use these products if Grower fails to follow the IRM program required by this Agreement. When planting Performance Series™ Sweet Corn growers must implement the IRM program outlined on the product tag.
  - d Crop Stewardship & Specialty Crops: Refer to the section on Coexistence and Identity Preservation in the TUG for applicable information on crop stewardship and considerations for production of identity preserved crops.

#### 7. GENERAL TERMS:

Grower's rights may not be transferred to anyone else without the written consent of Monsanto. If Grower's rights are transferred with Monsanto'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.

To obtain additional copies of the TUG or IRM information, contact Monsanto at 1-800-768-6387 or go to [www.monsanto.com](http://www.monsanto.com). Once effective, this Agreement will remain in effect until either the Grower or Monsanto choose to terminate the Agreement, as provided in Section 8 below. Information regarding new and existing Monsanto Technologies, including any additions or deletions to the U.S. patents licensed under this agreement, and any new terms will be sent to you. If Grower has provided Monsanto an e-mail address in conjunction with this Agreement, Monsanto may send Agreement updates and new stewardship information to Grower by e-mail or mail. Continuing use of Monsanto Technologies after receipt of any new terms constitutes Grower's agreement to be bound by the new term.

#### 8. TERMINATION:

Grower may choose to terminate this Agreement effective immediately by delivering written notice to Monsanto. Monsanto may choose to terminate this Agreement in whole or in part by delivering written notice to Grower. Grower must deliver the notice of termination to DRC Data Services, Attn: AgCelerate Agreements, 2009 Fourth Street, SW, Mason City, IA 50401. If this Agreement is terminated pursuant to such a notice from either party, Grower's responsibilities and the other terms herein shall survive (such as but not limited to Grower's obligation to use Seed for a single commercial crop) as to Seed previously purchased by the Grower.

In the event Grower violates the terms of this Agreement, then the Grower's rights under this Agreement shall automatically terminate. However, Grower's responsibilities and the other terms herein shall survive as to all Seed purchased or used by the Grower (such as but not limited to Grower's obligation to use Seed for a single commercial crop, Grower's obligation to pay Monsanto for its attorneys' fees, costs and other expenses incurred in enforcing its rights under this Agreement, and Grower's agreement to the choice of law and forum selection provisions contained herein). Further, Grower shall not be entitled to obtain a future limited-use license from Monsanto unless Monsanto provides Grower 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. Grower expressly acknowledges that Grower's submission of a new Monsanto Technology Stewardship Agreement and Monsanto's issuance of a new license number shall not satisfy the specific written notice reference above and that any such action shall have no legal effect. If Grower 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, Grower agrees that, among other things, Monsanto and Dow AgroSciences, as appropriate, shall be entitled to preliminary and permanent injunctions enjoining Grower and any individual and/or entity acting on Grower's behalf or in concert therewith from making, using, selling, or offering Seed for sale. Additionally, Grower agrees that any such finding of infringement by Grower shall entitle Monsanto and Dow AgroSciences, as appropriate, to patent infringement damages to the full extent authorized by 35 U.S.C. § 271 et. seq. Grower will also be liable for all breach of contract damages.

#### 9. ATTORNEYS' FEES:

**IF GROWER IS FOUND BY ANY COURT TO HAVE INFRINGED ONE OR MORE OF THE U.S. PATENTS COVERING MONSANTO TECHNOLOGIES OR OTHERWISE TO HAVE BREACHED THIS AGREEMENT, GROWER AGREES TO PAY MONSANTO AND THE LICENSED MONSANTO TECHNOLOGY PROVIDER(S) AND DOW AGROSCIENCES, AS APPROPRIATE, THEIR ATTORNEYS' FEES AND COSTS RELATED TO THE CASE PLUS ANY OTHER EXPENSES INCURRED IN THE INVESTIGATION OF THE BREACH AND/OR INFRINGEMENT.**

#### 10. NOTICE REQUIREMENT:

As a condition precedent to Grower or any other person with an interest in Grower's crop asserting any claim, action, or dispute against Monsanto and/or any seller of Seed regarding performance or non-performance of Monsanto Technologies or Seed, Grower must provide Monsanto a written, prompt, and timely notice (regarding performance or non-performance of the Monsanto Technologies) and to the seller of any Seed (regarding performance or non-performance of the Seed) 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 Grower first observes the issue(s) regarding performance or non-performance of the Monsanto Technology and/or the Seed. The notice shall include a statement setting forth the nature of the claim, name of the Monsanto Technology, and Seed hybrid or variety. Grower must deliver the notice to DRC Data Services, Attn: AgCelerate Agreements, 2009 Fourth Street, SW, Mason City, IA 50401.

#### 11. LIMITED WARRANTY AND DISCLAIMER OF WARRANTIES:

Monsanto warrants that the Monsanto Technologies licensed hereunder will perform as set forth in the TUG when used in accordance with directions. This warranty applies only to Monsanto Technologies contained in planting Seed that has been purchased from Monsanto and seed companies licensed by Monsanto or the seed company's authorized dealers or distributors. EXCEPT FOR THE EXPRESS WARRANTIES IN THE LIMITED WARRANTY SET FORTH ABOVE, MONSANTO MAKES NO OTHER WARRANTIES OF ANY KIND, AND DISCLAIMS ALL OTHER WARRANTIES, WHETHER ORAL OR WRITTEN, EXPRESSED OR IMPLIED INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE.

#### 12. GROWER'S EXCLUSIVE LIMITED REMEDY:

THE EXCLUSIVE REMEDY OF THE GROWER AND THE LIMIT OF THE LIABILITY OF MONSANTO 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 PRICE PAID BY THE GROWER FOR THE QUANTITY OF THE SEED INVOLVED OR, AT THE ELECTION OF MONSANTO OR THE SEED SELLER, THE REPLACEMENT OF THE SEED. IN NO EVENT SHALL MONSANTO OR ANY SELLER BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES.

#### 13. UNITED STATES PATENTS:

The licensed U.S. patents for Monsanto Technologies can be found at the following web page: [www.monsantotechnology.com](http://www.monsantotechnology.com).

Thank you for choosing our advanced technologies. We look forward to working with you in the future. If you have any questions regarding the Monsanto Technologies or this license, please call 1-800-768-6387

ALWAYS READ AND FOLLOW PESTICIDE LABEL DIRECTIONS. Roundup Ready® crops contain genes that confer tolerance to glyphosate, the active ingredient in Roundup® brand agricultural herbicides. Roundup® brand agricultural herbicides will kill crops that are not tolerant to glyphosate. Bollgard II®, DroughtGard®, Genuity®, Performance Series™, NIB Complete®, Roundup Ready 2 Technology®, Roundup Ready 2 Yield®, Roundup Ready®, Roundup®, SmartStax®, Visive®, VT Double FPO®, VT Triple FPO®, VT Triple PRO®, YieldGard VT Rootworm PRO®, YieldGard VT Triple®, and YieldGard® are trademarks of Monsanto Technology LLC. Ignite® and LibertyLink® and the Water Droplet Design® are registered trademarks of Bayer. Herculex® is a registered trademark of Dow AgroSciences LLC. All other trademarks are the property of their respective owners. ©2014 Monsanto Company. [14-00201]pg3| 5AG140656