

LIMITED LICENSE AGREEMENT

NOTICE: Read this entire Limited License Agreement before buying or using the Seed contained in this container.

THIS IS A LEGAL CONTRACT WHICH SPECIFIES THE TERMS OF THE LIMITED LICENSE AGREEMENT BETWEEN YOU, THE BUYER OR USER AND ILLINOIS FOUNDATION SEEDS, INC. (IFSI) FOR THE LIMITED USE OF IFSI'S SEED.

IMPORTANT: If you, your employees, or anyone acting on your behalf opens this container of Seed, you acknowledge that you have been given notice of this Limited License Agreement and that you agree to its terms. You may not buy or use this Seed unless you so agree. If you are unwilling to agree with any of the terms or conditions of this Limited License Agreement, return the Seed to Illinois Foundation Seeds, Inc., within 60 days of delivery, unopened, and the purchase price will be refunded.

Intellectual Property Interest: IFSI has a proprietary interest in the Seed in this container as a result of registration under the Plant Variety Protection Act or Plant Breeders' Right Act, confidential information and/or trade secret information contained in the genetic materials of the Seed. IFSI offers this Seed for sale, now and in the future, subject to the terms of this Limited License Agreement. The purchase price of this Seed represents a license fee for the limited use of the intellectual property interests IFSI has in the Seed. **Under this Limited License Agreement, you may use the Seed in this container for the sole purpose of producing a single crop. This Limited License Agreement grants you no right to, and you will not, and will not permit any third party to: (a) identify, analyze, sequence, or otherwise gain access to any genetic or other confidential information embodied in or relating to the Seed; (b) use such information for any purpose or use the Seed for any purpose not authorized in this Limited License Agreement; or (c) sell, disclose, transfer, or give the Seed or information embodied in or relating to the Seed to any third party.**

Notice Arbitration/Conciliation/Mediation Required by Several States: Under the Seed Laws of several States, arbitration, mediation, or conciliation is required as a prerequisite to maintaining a legal action based upon the failure of seed to which this notice is attached to produce as represented. The consumer shall file a complaint (sworn for AR, CO, FL, ID, IL, IN, MN, MS, SC, TX, WA; signed only CA, GA, SD) along with the required filing fee (where applicable) with the Commissioner/Director/Secretary of Agriculture, Seed Commissioner, or Chief Agricultural Officer within such time as to permit inspection of the crops, plants or trees by the designated agency and the seedsman from whom the seed was purchased. A copy of the complaint shall be sent to the seller by certified or registered mail or as otherwise provided by statute. PLEASE CONSULT YOUR STATE DEPARTMENT OF AGRICULTURE, even if your state is not listed above (including, but not limited to, AL and NC), for specific requirements as to filing procedures, fees, scope of application, statutory period of limitations, etc., as soon as you learn of the facts upon which a claim is to be based BEFORE ANY LEGAL ACTION IS INITIATED. Failure to



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follow this procedure could limit your legal rights or limit the amount of damages you may be able to recover, depending on the laws of your state or province.

NOTICE OF BINDING ARBITRATION: In addition to the mandatory arbitration required by several states, buyer, user, seller, and IFSI agree that any claim or civil action of any nature arising out of or relating to the performance or quality of this Seed shall be submitted to binding arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules. The place of arbitration shall be Champaign, Illinois, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The question of arbitrability is to be determined by the arbitrator(s). Disputes concerning or related to the Limited License Agreement associated with this Seed, or concerning or related to intellectual property rights of IFSI in or related to this Seed, or claims or causes of action brought by IFSI against the buyer for failure to pay for this Seed, are not subject to this NOTICE OF BINDING ARBITRATION.

Disclaimer of Warranties and Conditions and Limitations of Liability: IFSI warrants that the Seed contained in this container conforms to the description on the label, subject to legally recognized tolerances. IFSI MAKES NO OTHER EXPRESS WARRANTY. IFSI DISCLAIMS ALL IMPLIED CONDITIONS AND WARRANTIES INCLUDING ANY IMPLIED CONDITION OR WARRANTY OF MERCHANTABILITY AND ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, INCLUDING WITHOUT LIMITATION ALL WARRANTIES OR CONDITIONS GIVEN UNDER ANY FEDERAL, PROVINCIAL OR STATE STATUTE REGARDING THE SALE OF GOODS SUCH AS THE SALE OF GOODS ACT OR EQUIVALENT. IFSI does not guarantee a crop and is not an insurer for the buyer or user. Buyer's and user's sole and exclusive remedy and seller's and IFSI's sole liability for loss or damage arising from the purchase or use of IFSI seed shall be an amount equal to the price paid for the seed. BUYER OR USER MAY NOT RECOVER ANY AMOUNT FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFIT, LOSS OF YIELD AND AMOUNTS EXPENDED IN USING OR GROWING SUCH SEED, OR FOR HARVESTING THE PRODUCE OF SUCH SEED. THIS LIMITATION OF LIABILITY SHALL BE APPLICABLE TO ANY CLAIM WHETHER THE LEGAL THEORY FORMING THE BASIS OF SUCH CLAIM INVOLVES CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE. Buyer and user agree that if IFSI refunds an amount equal to the price buyer or user paid for IFSI seed, this limitation of liability will not have failed of its essential purpose.

Prompt Notice of Claim: In the event of any claim sought by the buyer or user of the Seed, or any other person, prompt notice must be given to IFSI of any claim by registered mail within thirty (30) days after the condition or event giving rise to the claim is or should have been discovered. Failure to provide notice within 30 days as set forth above shall bar the buyer, user, or any other person from seeking any legal remedy. **Controlling Law:** This Limited License Agreement and any dispute in relation thereto shall be interpreted under, governed by and construed in accordance with the laws of the State of Illinois and United States federal law applicable therein, exclusive of conflict or choice of law rules, except to the extent that Canadian federal or provincial laws state otherwise. **Severability:** If any term, or part thereof, of this Limited License Agreement is held to be unenforceable or invalid for any reason, all remaining terms and parts thereof shall remain in effect and shall be fully enforceable. **Entire Agreement:** By acceptance and



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use of the Seed, the buyer, user, or any other person acknowledges that the foregoing terms of the Limited License Agreement are conditions of the purchase and constitute the entire agreement between the parties regarding warranties or other liabilities and the remedy therefor. This agreement cannot be modified by any oral or other written agreement.



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