



PHOTOGRAPH LICENSE AGREEMENT

1. License

- a. License Grant; Permitted Use. Syngenta Participations AG a company incorporated under the laws of Switzerland, having its registered office at(4058) Basel, Schwarzwaldallee 215, Switzerland, hereby grants to Licensee a nonexclusive, nontransferable, nonsublicenseable, worldwide, royalty-free, limited license to reproduce and display the photograph(s) set forth in **www.sf-images.com** (hereinafter each a "Licensed Photograph," and collectively "Licensed Photographs") (hereinafter the "Agreement"). Subject to the terms and conditions of this Agreement, Licensee may reproduce each Licensed Photograph in print or electronic media and display each Licensed Photograph on Licensee's own website(s) solely in connection with the promotion of the product/variety as shown in the Licensed Photograph. All other uses of Licensed Photographs are hereby strictly prohibited.
- b. Additional Terms. Licensee is prohibited from (i) removing any metadata associated with any Licensed Photograph; (ii) circumventing any technological measure that effectively controls access to any Licensed Photograph and (iii) using any Licensed Photograph in connection with another variety name rather than the variety name of the variety shown in the Licensed Photograph. Unauthorized use of any Licensed Photograph constitutes infringement of copyright and other applicable rights and shall entitle Syngenta to exercise all rights and remedies under applicable copyright and other laws.
- c. Attribution. Licensee agrees to attribute Syngenta as the owner of each Licensed Photograph.

2. Term; Termination

- a. This Agreement is concluded for an indefinite period of time. Either party may terminate this Agreement in whole or with respect to any particular Licensed Photograph, at any time in writing with immediate effect.
- b. Effect of Termination. Upon termination of this Agreement in whole or with respect to any particular Licensed Photograph, Licensee shall within five (5) days of such termination cease all use of the Licensed Photographs.

3. DISCLAIMER OF WARRANTIES

SYNGENTA MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AND HEREBY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF TITLE, NONINFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

4. INCIDENTAL AND CONSEQUENTIAL DAMAGES

SYNGENTA SHALL NOT BE LIABLE IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE FOR DAMAGE OR LOSS OF OTHER PROPERTY, LOSS OF PROFITS OR REVENUE, LOSS OF USE OF PROPERTY, COST OF CAPITAL, CLAIMS OF CUSTOMERS OF LICENSEE, OR FOR ANY SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF SYNGENTA IS AWARE OR SHOULD BE AWARE OF THE POSSIBILITY OF SUCH DAMAGES.

5. Miscellaneous

This Agreement contains the entire agreement of the parties hereto with respect to the subject matter hereof and supersedes and cancels all prior or contemporaneous understandings, written or oral, with respect to the subject matter thereof. This Agreement may not be assigned or delegated by Licensee without the prior written consent of Syngenta. Syngenta, without the consent of Licensee, may assign any and/or all rights granted herein or any interest therein. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, legal representatives, heirs and permitted assigns. No action or course of conduct shall constitute a waiver of any of the terms and conditions of this Agreement, unless such waiver is in writing, and then only to the extent so specified. Such a waiver on one occasion shall not constitute a waiver on any other occasion or a waiver of the other terms and conditions of this Agreement.

6. Applicable law and competent court

This Agreement shall be governed by and construed and enforced in accordance with the laws of Switzerland. All disputes arising out or in connection with this Agreement shall be submitted to the competent court in the Canton of Basel, Switzerland, to the exclusion of any other court.