**TERMS & CONDITIONS**

A **Consumer-Limited License** issued and granted by AGgrow Tech, LLC (hereinafter “AGGROW TECH”) under sale of the Licensed Product, whether by written agreement or by bargained sale, shall be subject to, but not limited to, the following terms and conditions:

1. This Licensed Product is Giant Miscanthus cultivar MBS 7001, commonly known by its trademark Nagara™ and further identified and protected by USPTO Plant Patent #22,033 P2 which is owned by AGGROW TECH.

By virtue of your purchase and/or possession of this Licensed Product you are agreeing to accept the following Consumer-Limited License Agreement:

**Grant of Consumer-Limited License.** Pursuant to the purchase of this Licensed Product, AGGROW TECH hereby grants Consumer and Consumer hereby accepts the non-exclusive right to plant, cultivate and grow the Licensed Product to the end of the intellectual property life but; subject to the limitations, terms and conditions of this agreement:

**LICENSE LIMITATIONS:**

**ONE-TIME PLANTING OF THE LICENSED PRODUCT FOR NON-COMMERCIAL USE ONLY**

**NO FURTHER PROPAGATION, DIVISION, MULTIPLICATION OF THE LICENSED PRODUCT IS ALLOWED WHATSOEVER**

Additional Terms and Conditions:

The non-exclusive right to identify the Licensed Product by the Licensed Mark, Nagara™.

 Notwithstanding the above, the license and rights granted hereunder, do not relinquish AGGROW TECH’s rights in and to the Licensed Product or the Licensed Marks and expressly do not include any right for Consumer to license any other cultivars which AGGROW TECH has or may acquire the right to license in the future. AGGROW TECH reserves the right to grant additional licenses with respect to the Licensed Product or other cultivars on such terms as are acceptable to AGGROW TECH in its sole discretion. In addition, AGGROW TECH reserves all its rights with respect to the Licensed Product and the Licensed Marks except such rights as are specifically granted to Consumer in this Agreement. Consumer shall have no right to grant sublicenses of any kind under this Agreement for the production and sale of the Licensed Product or its propagation. Further, Consumer shall not enter into any agreement or contract for the contract production of the Licensed Product by a third party.

AGGROW TECH warrants that (i) pursuant to the provisions of this Agreement, it has the right to enter into this and (ii) it is not aware of any claim or that the basis for any claim exists that the Licensed Crop or the possession, production, marketing or sale thereof infringes upon the rights of any person or that the exercise by Consumer of its rights hereunder will violate the rights of any other person.

 **DISCLAIMER OF WARRANTIES.** EXCEPT AS EXPRESSLY PROVIDED IN PARAGRAPH ABOVE, AGGROW TECH MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, VALIDITY OF INTELLECTUAL PROPERTY RIGHTS CLAIMS, ISSUED OR PENDING, OR FOR THE ABSENCE OF LATENT OR OTHER DEFECTS, WHETHER DISCOVERABLE OR NOT DISCOVERABLE. IN NO EVENT SHALL AGGROW TECH OR ANY OFFICERS, AGENTS OR EMPLOYEES THEREOF BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING ECONOMIC DAMAGE OR INJURY TO PROPERTY AND LOSS OF PROFITS, EXCEPT AS OTHERWISE SET FORTH IN THE AGREEMENT, REGARDLESS OF WHETHER AGGROW TECH SHALL BE ADVISED OF, SHALL OTHERWISE HAVE REASON TO KNOW, OR IN FACT SHALL KNOW OF THE POSSIBILITY THEREOF.

As applicable, Consumer shall at all times during the term of this Agreement and thereafter, indemnify, defend and hold AGGROW TECH, and each and all of their officers, employees and affiliates, both in their official and personal capacities, harmless against all claims and expenses, including legal expenses and reasonable attorney’s fees, arising from or relating to (i) Consumer’s cultivation and/or use of the Licensed Product, (ii) its use of any Licensed Marks authorized to be used by it under this Agreement. The provisions of this Section shall survive the termination or non-renewal of this Agreement, if applicable.

**Governing Laws; Attorney’s Fees**. The Agreement shall be construed, governed, interpreted, and applied in accordance with the laws of the State of North Carolina without regard to its choice of law or conflicts of law rules or principles. Consumer hereby consents to adjudication of any dispute between AGGROW TECH and Consumer by the judicial court system in the State of North Carolina and further acknowledges jurisdiction of such disputes to be subject to the “long-arm statutory jurisdiction” of the North Carolina court system. In the event AGGROW TECH is required to hire an attorney to enforce any of the terms set forth in the Agreement. Consumer shall be obligated to reimburse AGGROW TECH, in addition to any other judgment or remedy procured by AGGROW TECH, for all costs and expenses incurred by it in enforcing this Agreement, to include court costs, experts and attorney’s fees.