

TELEFLORA INTELLECTUAL PROPERTY USER AGREEMENT

1. User Grant

In this intellectual property user agreement ("User Agreement"), you are referred to as "User" or "You" and Teleflora LLC, a Delaware limited liability company shall be referred to as "Teleflora". Provided that you acknowledge and agree to this User Agreement, Floral Accounting Systems, Inc. ("FAS") shall grant to you, to the extent FAS has the contractual right to do so, a limited, personal, nonexclusive, nonassignable and nontransferable license to (i) use certain intellectual property of Teleflora including, without limitation, patents, copyrights, trade secrets, trademarks and other proprietary rights (the "Teleflora Code") as incorporated in the FAS Dove Interface, (ii) access (the "Access License") the Teleflora Dove Network through the Dove FAS Interface, and (iii) access Teleflora's codified product list and member directory (the "Teleflora Information") through the FAS floral management system and directly through Teleflora (the "FAS System"). Your license of the foregoing shall be subject to the terms and conditions herein. The Teleflora Code, the Access License and the Teleflora Information shall be collectively referred to herein as the "Teleflora Intellectual Property".

2. Restrictions

You will use the Teleflora Intellectual Property only through the FAS Dove Interface and the FAS System licensed to you by FAS. You will use the Teleflora Intellectual Property only for your own business and will not permit any other party to use or to have access to the Teleflora Intellectual Property. You will not, and you will not allow any other party to (a) use the Teleflora Intellectual Property to provide services under any name other than your official name according to Teleflora's membership records; (b) process or permit to be processed the data of any other party; (c) modify, enhance or change the Teleflora Intellectual Property or create derivative works of, or using, the Teleflora Intellectual Property; (d) decompile, disassemble or otherwise reverse engineer the Teleflora Intellectual Property; or (e) allow access to the Teleflora Intellectual Property through any terminals located outside of your official address of your business according to Teleflora's membership records, other than terminals located at your home. Only Teleflora shall have the right to alter, maintain, enhance or otherwise modify the Teleflora Intellectual Property or create derivative works of, or using, the Teleflora Intellectual Property. Teleflora shall have the right to deny you access to the Teleflora Intellectual Property at any time in its sole and absolute discretion.

3. Ownership

You agree that Teleflora owns all right, title and interest in and to the Teleflora Intellectual Property, including all patent, copyright, trade secret, trademark and other proprietary rights in and to the Teleflora Intellectual Property and all modifications thereto, whether made by Teleflora or any third party, including, without limitation, all algorithms, source codes, object codes, procedures and documentation. Without limiting the restrictions on your use of the Teleflora Intellectual Property set forth in this User

Agreement, and without granting any rights to you to create any of the following, Teleflora shall own all right, title and interest in and to all derivative works, corrections, bug fixes, enhancements, updates or other modifications to the Teleflora Intellectual Property and all prior versions thereof created by you or on your behalf (“User Modifications”), and you hereby assign all rights, title and interest therein to Teleflora. Your use of any such User Modifications shall be subject to all of the terms, conditions, restrictions, confidentiality obligations and other limitations and requirements set forth in this User Agreement as if they were part of the Teleflora Intellectual Property provided by Teleflora. You agree to take all actions and/or execute and deliver to Teleflora all such further instruments, agreements or documents as may be requested by Teleflora in order to vest in Teleflora all right, title and interest in and to any such User Modifications.

4. Term

This User Agreement shall remain in effect until terminated by Teleflora or you. You may terminate this User Agreement by sending a written notice of termination to Teleflora, and your termination shall become effective immediately upon receipt of your notice by Teleflora. Teleflora may terminate this User Agreement at any time, with or without cause, in its sole and absolute discretion, with or without notice to you. Without limiting the generality of the foregoing, Teleflora may terminate this User Agreement in the event (a) you breach this User Agreement or any other agreement with FAS, Teleflora or any of Teleflora’s affiliates, (b) you violate any of Teleflora's Rules and Regulations, policies or procedures in effect from time to time, whether relating to the use of the Teleflora Intellectual Property or otherwise, (c) you cease to be a Teleflora member; (d) you or any co-owner of your business dies or you terminate or suspend your business, (e) proceedings in bankruptcy or reorganization commence, whether voluntary or involuntary, by or against you under the Federal Bankruptcy Code or any similar laws, (f) a receiver, trustee or custodian is appointed for you or for any substantial part of your assets, or (g) proceedings for your dissolution or your full or partial liquidation are instituted. This User Agreement shall automatically terminate in the event you cease to be a member florist of Teleflora. Any termination of this User Agreement shall be subject to Section 5.

5. Obligations Upon Termination

Upon termination of this User Agreement for any reason, you shall immediately cease using the Teleflora Intellectual Property.

6. Floral Order and Transmittal Services

Teleflora will transmit information, including, without limitation, floral orders, between you and other Teleflora members. Nothing in this User Agreement shall restrict Teleflora's right to temporarily discontinue or permanently cease operation of its transmission network at any time and for any reason at Teleflora's sole discretion. Your participation in Teleflora’s transmission network is subject to your membership contract

and other contracts with Teleflora and Teleflora's Rules and Regulations and other policies of Teleflora in effect from time to time.

7. Teleflora Information

Your use of the Teleflora Information (in printed or electronic form) is subject to Teleflora's Rules and Regulations in effect from time to time.

8. Confidential Information

You agree that the Teleflora Intellectual Property constitutes confidential information of Teleflora. During the period this User Agreement is in effect and at all times thereafter, you and your employees and agents shall maintain the confidentiality of the Teleflora Intellectual Property and any copy thereof and all information relating to the Teleflora Intellectual Property (collectively, the "Confidential Information") and not sell, license, publish, display, distribute, disclose or otherwise make available the Teleflora Intellectual Property or any other Confidential Information to any third party or use such Teleflora Intellectual Property or other Confidential Information except as authorized by this User Agreement. You will not disclose or otherwise communicate any information with respect to the Teleflora Intellectual Property which might enable copying of all or any portion of the Teleflora Intellectual Property. You agree to take all necessary action to protect the Confidential Information, including appropriate instruction and agreement with your employees and agents.

9. Disclaimer of Warranty

THE TELEFLORA INTELLECTUAL PROPERTY IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT OF THE INTELLECTUAL PROPERTY RIGHTS OF THIRD PARTIES. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, TELEFLORA DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE TELEFLORA INTELLECTUAL PROPERTY WILL MEET YOUR REQUIREMENTS, OR THAT THE TELEFLORA INTELLECTUAL PROPERTY WILL BE INSTALLED OR MAINTAINED PROPERLY BY ANY THIRD PARTY, OR THAT THE OPERATION OF THE TELEFLORA INTELLECTUAL PROPERTY WILL BE ERROR-FREE, OR THAT DEFECTS IN THE TELEFLORA INTELLECTUAL PROPERTY WILL BE CORRECTED. FURTHERMORE, TELEFLORA DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE PERFORMANCE, USE OR THE RESULTS OF THE USE OF THE TELEFLORA INTELLECTUAL PROPERTY OR RELATED DOCUMENTATION IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY TELEFLORA OR AN AUTHORIZED REPRESENTATIVE OF TELEFLORA SHALL CREATE A WARRANTY.

10. Limitation of Liability

IN THE EVENT OF ANY MALFUNCTION OF THE TELEFLORA INTELLECTUAL PROPERTY, TELEFLORA'S LIABILITY WITH RESPECT TO ANY ORDER, TRANSACTION OR OTHER COMMUNICATION SHALL BE LIMITED TO THE ACTUAL DAMAGES SUSTAINED BY YOU BUT IN NO EVENT SHALL THE AMOUNT OF SUCH DAMAGES EXCEED (A) THE DOLLAR AMOUNT OF SUCH ORDER, TRANSACTION OR OTHER COMMUNICATION OR (B) \$50, WHICHEVER IS LESS, PROVIDED THAT TELEFLORA'S MAXIMUM AGGREGATE LIABILITY FOR EACH MALFUNCTION SHALL NOT EXCEED \$250. IN NO EVENT WILL TELEFLORA BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT OR SPECIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, ANY LOSS OF DATA, OR LOSS OF PROFITS OR LOST SAVINGS, ARISING OUT OF USE OF OR INABILITY TO USE THE TELEFLORA INTELLECTUAL PROPERTY OR ANY DOCUMENTATION (OR ANY HARDWARE PURCHASED WITH THE TELEFLORA INTELLECTUAL PROPERTY), EVEN IF TELEFLORA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY THIRD PARTY.

11. Assignment

You may not assign or otherwise transfer the Teleflora Intellectual Property or this User Agreement to anyone, including any parent, subsidiary, affiliated entity or third party without Teleflora's prior written consent, which consent may be withheld by Teleflora in its sole discretion. Any attempted assignment or other transfer without such consent shall be void, and any such attempt shall be deemed to be a breach of this User Agreement. As used herein, the term "assignment" and "transfer" shall include, without limitation (a) any sale or transfer of all or substantially all of your assets or all or a portion of your floral business, (b) a merger, consolidation or reorganization, and (c) a change in ownership. Teleflora may assign this User Agreement at its sole discretion, with or without notice to you.

12. Notices

All notices and other communications required under this User Agreement shall be in writing and shall be given by either facsimile, hand delivery or registered or certified mail, postage prepaid, return receipt requested, to the parties at the addresses set forth on your membership contract with Teleflora, or at such other addresses as may be designated by either party to the other by like notice, and shall be considered as having been delivered upon the earlier of actual receipt or, if mailed, three (3) business days after being placed in the mail.

13. Conflicting Terms; Amendments

This User Agreement shall be read together with your membership contract and any other agreements that you may have with Teleflora (collectively, "Teleflora Agreements"). In

the event that there is a conflict with any of the terms of this User Agreement with the terms of any Teleflora Agreement, the terms of this User Agreement shall prevail. Any change to this User Agreement shall not be valid unless it is in writing and signed by both parties.

14. Force Majeure

No party hereto shall be liable for failure to perform its obligations under this User Agreement if such failure is caused by any event or condition that is outside the reasonable control of the affected party, including, without limitation, fire, flood, earthquake, strikes, labor troubles, war, act of God, acts of terrorism and acts of governmental entities.

15. Governing Law

This User Agreement shall be governed by and construed in accordance with the laws of the State of California. Any suit brought hereon shall be brought in the state or federal courts sitting in Los Angeles, California, the parties hereby waiving any claim or defense that such forum is not convenient or proper. Each party hereby agrees that any such court shall have in personam jurisdiction over it and consents to service of process by certified mail or by any other means authorized by California law.

16. Costs and Expenses; Damages

You agree to pay all costs and expenses incurred by Teleflora (including without limitation actual attorneys' fees) in enforcing this User Agreement. In addition to any other relief or remedy to which Teleflora may be entitled, Teleflora shall be entitled to recover any and all damages incurred as a result of your breach of this User Agreement.

17. Injunctive Relief

If you breach or threaten to commit a breach of any provision of this User Agreement, Teleflora will have the right to and remedy to obtain equitable relief and any other remedy which may then be available from any court having jurisdiction (including, without limitation, injunctive relief or a temporary restraining order), all without the need to post a bond or other security or to prove any amount of actual damages or that money damages will not provide an adequate remedy, it being acknowledged by you that any such breach or threatened breach will cause irreparable injury to Teleflora and that money damages will not provide an adequate remedy to Teleflora. The foregoing rights and remedies will be in addition to, and not in lieu of, any other rights and remedies available to Teleflora under law or in equity.

18. Survival

The rights and obligations contained in Sections 3, 5, 8, 9, 10, 15, 16 and 17, and all payment obligations incurred prior to the termination of this User Agreement, shall survive any termination of this User Agreement.

19. Authorization

You represent and warrant that you have the full authority to sign this Agreement on behalf of the flower shop identified below and bind your flower shop (including yourself and employees of the flower shop) to all duties and obligations anticipated by this Agreement.

20. Miscellaneous

Neither the failure nor any delay to exercise a right, remedy or privilege under this User Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of a right, remedy or privilege preclude any further exercise of the same. If for any reason a court of competent jurisdiction finds any provision of this User Agreement, or portion thereof, to be unenforceable, that provision of this User Agreement shall be enforced to the maximum extent permissible, and the remainder of this User Agreement shall continue in full force and effect.

BY SIGNING BELOW, YOU AGREE TO BE BOUND BY THIS AGREEMENT AND ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS OF THIS AGREEMENT.

Shop name: _____

By: _____

Name: _____

Title: _____