



## **New Online Reputation Management (NORM)** **Subscription Agreement**

Provided below is our subscription agreement for NORM, New Online Reputation Management. This subscription agreement includes an online reputation management account system for your firm and Premier's 'done-for-you' support services

Maximizing certified online client reviews represents an untapped opportunity and competitive advantage for your practice. NORM enables sophisticated management of client reviews from multiple independent sources. NORM provides the means to leverage reviews within your web site, on a separate custom review site and also integrates with major online venues including Google and Facebook.

Your new online account will aggregate client reviews from independent online sources including Google, AVVO, Yelp, Lawyers.com and many other sources. Premier will work with you and your web designer to integrate aggregated client review to your website. Premier will also help integrate to Google+ and Facebook. Premier provides sample matter closing templates and client satisfaction survey that can improve your internal process and systems.

The subscription term is month to month and may be converted at any time to a 12 month term at a reduced rate. We look forward to working with you and helping you utilize this new leading technology. To proceed, return a signed agreement or contact us if there are any questions.

To Your Success

Thomas E. Caffrey  
President  
PREMIER SOFTWARE



## **New Online Reputation Management (NORM) Subscription Agreement**

WITNESSETH:

Now therefore, in consideration of the mutual promises and covenants contained herein, and intending to be legally bound hereby, the parties agree as follows:

### **1. SUPPORT SERVICES**

Premier Software - NJ, Inc. (Premier) agrees to assist your firm as indicated below, hereinafter referred to as the FIRM, with training and technical support services, hereinafter referred to as SERVICES, relating to the firm's best use of NORM, online client review system and support for internal system and procedures for managing client reviews. This includes a web based online reputation management service for managing client review as Schedule of Subscription Services.

### **2. PAYMENT:**

The total purchase price for any products, if any, is reflected as the amount in the Schedule of Products and Services on the line "Total Monthly Subscription Amount". In addition the firm will pay for any incidental expenses and applicable taxes.

**PAYMENT OF TOTAL PURCHASE PRICE:** The parties agree that upon execution of this agreement the FIRM shall pay the full Total Subscription Price as selected on the attached Schedule of Subscription Services. Any amount past due 30 days is subject to a 1% per month service charge as well as collection and attorney fees.

### **3. LIMITATION OF WARRANTIES:**

Premier shall be available to assist the FIRM in obtaining all necessary documentation to enable the FIRM to register with the system licensors to obtain full benefit of warranties issued on the products sold under this agreement. It is the responsibility of the FIRM to register products and to maintain adequate backup of and security to its data.

**4. DISCLAIMER: EXCEPT FOR THOSE WARRANTIES SET FORTH IN THIS AGREEMENT, PREMIER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL PREMIER BE LIABLE FOR LOSS OF PROFITS, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE BREACH OF ANY PROVISION OF THIS AGREEMENT.**

### **5. SCOPE OF SUPPORT/TRAINING AND CHARGES:**

The FIRM shall be responsible for supplying suitable working space and conditions for uninterrupted training and instruction of FIRM personnel. Any training or technical support is provided thru online screen sharing and thru scheduled classes and support sessions.

**6. GENERAL NOTICES:** All notices and requests in connection with this agreement shall be made in writing to the address listed on the Schedule of Products. The FIRM also agrees to the Terms and Condition specified at <http://birdeye.com/terms> and herein incorporated by reference.

**ENTIRE AGREEMENT:**



Each party acknowledges that it has read this agreement, understands it and agrees to be bound by its terms and further agrees that it is the complete and exclusive statement of the agreement between the parties. This agreement may not be modified or altered except by mutual written understanding signed by both parties.

**GOVERNING LAW:**

This agreement and performance hereunder shall be governed by and construed in accordance with the laws of the State of New Jersey.

FIRM: \_\_\_\_\_ Telephone: \_\_\_\_\_

Address \_\_\_\_\_ Facsimile \_\_\_\_\_

Premier: Premier Software - NJ, Inc. Telephone: 856 429-3010  
1230 Brace Road , Cherry Hill, NJ 08034 Facsimile 856 385-7067

Authorized acceptance for the FIRM: \_\_\_\_\_ Date \_\_\_\_\_

Authorized acceptance by Premier: \_\_\_\_\_ Date \_\_\_\_\_

**SCHEDULE OF SUBSCRIPTION SERVICES**

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**SUBSCRIPTION**

- 1 - Online Reputation Account 'BirdEye Site' for ONE LOCATION as provided by Premier Software and powered by BirdEye.com plus done-for-you support services by Premier Software  
Initial one of the following to elect your term:

\_\_\_\_\_ I elect monthly at \$ 200./month(Month to Month)

\_\_\_\_\_ I elect monthly at \$ 185/month(12 month term, billed monthly)

\_\_\_\_\_ I elect monthly at \$ 170./month\*(Month to Month, Group Rate)

**Total Monthly Subscription Amount \$ \_\_\_\_\_**

**Payment Information: (Initial) I, \_\_\_\_\_ approve the automatic billing to the following credit card for payment of this subscription starting from the date signed below and until cancelled.**

Card Type \_\_\_\_\_ Card # \_\_\_\_\_ Exp. Date \_\_\_\_\_

Name \_\_\_\_\_ Bill Add. \_\_\_\_\_

Signature \_\_\_\_\_ Date Signed \_\_\_\_\_

**Complete, Print and Fax to Premier at 856 385-7067**