Meta Direct Gateway Insertion Order

1) List of Lodgings and JRS Services

a) Advertiser Information

Company Name_____   Contact _____
Email _____   Phone _____
Fax _____
Agency Name _____   Agency Contact _____
Agency Email _____   Agency Phone _____
Agency Fax_____

b) Participating Lodging(s) Information and Insertion Specifics

Lodging Name	Lodging Address	Google HPA	First Month Budget	TripAdvisor	First Month Budget
	Totals:				

c) Payment Information: All Payments are to be PRE-PAID

i) I understand the credit card in **Appendix A** will be charged in accordance to the above insertion schedule chosen by advertiser. The undersigned is authorized to contract for the above-stated company and agrees to and is familiar with the full Terms & Conditions stated on this agreement in **Appendix B**.

X _____ Date _____
Signature (Your signature accepts responsibility of this insertion schedule)
_____ Date _____
Print

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www.jackrabbitsystems.com | metasearch@jackrabbitsystems.com

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Appendix A - Advertiser Credit Card Information

In order to process payment using your credit card please provide the following information:

Date_____

Card Type: Visa___ MC___ Amex___ Discover___

Credit Card #:_____

Expiration Date: _____

Billing Address: _____

_____

_____

Name on Card: _____

If **Agency** is not the cardholder of the above-mentioned credit card, the following information must be completed:

I, _____ authorize **Agency** permission to use my credit card for processing variable monthly charges through JackRabbit Systems, Inc.

Cardholder Name: _____

Cardholder Signature: _____

Email to accept Paid electronic invoice Statement *(email will be utilized to set up login to view monthly reporting)* _____

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Appendix B

1) **Company Services**
   a) JackRabbit Systems (**JRS**) provides:
      i) A **Metasearch Gateway (Meta Direct)** that generates pricing and availability feeds from lodgings for Google Hotel Finder, Tripadvisor, Trivago and other potential channel partners **(Metasearch Partners**) in the future. The tool also allows monthly budgets to be set by lodging.
      ii) A optional **Pricing and Availability API** that allows the pricing and availability from a lodging website to be fed into third party advertising systems.
   b) **Advertiser** owns lodgings or provides online marketing services for lodging(s) listed in Appendix A.
   c) Lodging(s) can sign up to use **Meta Direct** to insert rates into **Metasearch Partner** systems.
   d) **Metasearch Partners** charge a click fee (Clicks) for all clicks that consumers make that direct the consumer from the Metasearch Partner System to the website of the lodging.

2) **Pricing**
   a) **JRS** will provide **Meta Direct** at a price of $250 per lodging per **Metasearch Partner** per year.
   b) **JRS** will provide the **Pricing and Availability AP**I at a price of $250 per lodging, per year.

3) **Setting Monthly Budgets for Lodging(s)**
   a) **Advertiser** will provide to **JRS** a monthly click budget per lodging per **Metasearch Partner** no later than two weeks prior to the beginning of each month.
   b) Lodgings for which a click budget has not been submitted will use the same budget as the month prior.
   c) **JRS** will use best efforts with the technical limitations involved not to exceed the monthly budget set. However, there will be instances when a monthly budget is exceeded. In these instances, the **Advertiser** is responsible for paying for the click amounts in excess of the budget.

4) **Billing and Invoicing**
   a) **JRS** will electronically invoice for **Meta Direct** and **Pricing and Availability API** based on:
      i) the number of lodgings signed up to use the program, and
      ii) those which can be technically activated in the previous month.
      iii) Once **JRS** receives payment from Advertiser, **JRS** will activate the lodging(s) in **Meta Direct.**
   b) **Monthly Click Fees from Metasearch Partners**
      i) **JRS** will process all money charged by **Metasearch Partners** for clicks generated from their services.

5) **Reporting-JRS** will give **Advertiser** access to custom bidding tools and raw reporting data provided by all participating third-party channel partners. **JRS** agrees, on an ongoing basis, to implement improved tools, if technically possible, to enhance the process of managing lodgings.
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6) **Term-**The term of this agreement shall be one year from the date the agreement is signed.The agreement shall automatically renew for (1) additional term unless either party gives written notice of termination 60 days prior to the end of the first term.

7) **Confidentiality-Advertiser** shall maintain confidentiality for a period of five (5) years from the date of disclosure of any formulae, techniques, computer programs, devices, methods, know-how and/or business data relating to **Meta Direct.**

8) **Disclaimer of Warranty-**Except as otherwise specifically set forth herein, **JRS** makes non-representation or warranty, express or implied, concerning **Meta Direct** or the software, including all implied warranties of merchantability fitness for any particular purpose, title and non-infringement. All other warranties being expressly disclaimed by **JRS** and waived by **Advertiser.**

9) **Meta Direct** and **Pricing and Availability AP**I may contain links that allow the public to access third-party websites that are not under the control of **JRS** (i.e. lodging property websites). These third-party links are only provided as a convenience and **JRS** does not endorse any of these sites. Access and use of such websites are at **Advertiser's** risk. **JRS** assumes no responsibility or liability for any access or use thereof or of any material that may be accessed on third-party websites reached through **Meta Direct,** nor does **JRS** make any representation regarding the quality of any product or service contained at any third-party website or the security of any such website.

10) **Advertiser** and **JRS** agree to mutually defend, indemnify and hold the other party and its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of the **Meta Direct** Gateway.

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