

Cost Summary

The cost outlined below includes project management fee, implementation, training and licensing. The quote is valid for 30 (thirty) days of September 28, 2020. Any change or addition to the above scope of work will result in the creation of a new work order.

Product	Selected Option	One-Time Fee	Annual Licensing
Book › Direct: Core+	✓	-	\$9,000 / Year
Book › Direct: Setup Fees	✓	\$2,500	-
Book › Direct: Connection Fees (150 * \$15)	✓	\$2,250	-
B›D CRO Test: 1 per year	✓	-	\$1,000/Year (Waived)
Total Costs		\$4,750	\$9,000 / Year

Special Terms

Moving Forward

In order for Simpleview to proceed with the project execution, we will need your signature accepting the project and budget.

 Authorized Signature (required to begin work)

 Today's Date

 Printed Name

 Organization

Book › Direct Terms & Conditions

1. Simpleview, LLC (SIMPLEVIEW) provides the Lodging, Activities, Flights, and Vacation Rental Modules (BOOK › DIRECT) that generate qualified referrals to partners.
2. Visit Mendocino County (HOST) maintains a consumer website, www.visitmendocino.com, mobile website and Facebook Page (HOST WEBSITE). HOST assigns the following as the technical contact responsible for implementing BOOK › DIRECT on HOST WEBSITE:

Name: _____ Phone: _____ Email: _____
 (Technical Contact)

3. HOST agrees to embed BOOK › DIRECT into HOST WEBSITE under the following Terms & Conditions as part of this Agreement (AGREEMENT):
 - a. SIMPLEVIEW shall brand/design the BOOK › DIRECT search widget and results page template to match HOST WEBSITE.
 - b. HOST shall embed BOOK › DIRECT on HOST WEBSITE's home page(s), accommodation page(s), and any other page(s) agreed upon by SIMPLEVIEW and HOST.
 - c. SIMPLEVIEW shall receive design approval from HOST before providing code for HOST to embed BOOK › DIRECT on HOST WEBSITE.
 - d. With the exception of pricing and availability, HOST shall be responsible for providing initial lodging and attractions/events databases to SIMPLEVIEW to facilitate set up, and subsequently relevant data (e.g. images, descriptive copy) for any updates to lodging and attractions/events listings that are necessary on behalf of participating operators.
 - e. SIMPLEVIEW can provide HOST access to its pricing and availability API so that HOST can embed pricing availability into its directory and other web pages where appropriate (optional). HOST shall only be allowed to use data from the SIMPLEVIEW API in conjunction with embedding the BOOK › DIRECT search widget that redirects to the BOOK › DIRECT search results page.
 - f. HOST shall pay a one-time set-up fee for the SIMPLEVIEW technology in the amount of \$2,500. Payment will be made to SIMPLEVIEW within 30 days of the date of the signed AGREEMENT.
 - g. Host shall pay a one-time connection/listing fee for the SIMPLEVIEW technology in the amount of \$2,250. Payment will be made to SIMPLEVIEW within 30 days of the date of the signed AGREEMENT.
 - h. HOST shall pay an annual license fee for the SIMPLEVIEW technology in the amount of \$9,000. Payment will be made to SIMPLEVIEW within 30 days of the date of the signed AGREEMENT.
 - i. SIMPLEVIEW shall provide HOST with access to online reports that summarize the number of searches and referrals from visitors utilizing the BOOK › DIRECT on HOST WEBSITE.
 - j. HOST shall be responsible for notifying SIMPLEVIEW if a travel service provider that is listed on the BOOK › DIRECT results page on the HOST WEBSITE has any change in its information including, but not limited to: a change in brand, text descriptions, name, amenities, reservation engine provider, or business status.
 - k. SIMPLEVIEW shall own the data collected from the HOST WEBSITE specific to SIMPLEVIEW, which is gathered for reports.
 - l. HOST shall refrain from entering into any additional agreements, and/or setting up any other services that would compete with SIMPLEVIEW.
 - m. This AGREEMENT gives HOST license to use BOOK › DIRECT on the website(s) listed in Section 2a above. This license excludes use of BOOK › DIRECT by HOST on websites not listed in Section 2a.
 - n. If, in the future, HOST redesigns HOST WEBSITE and would like SIMPLEVIEW to redesign the BOOKDIRECT search widget and results pages to match the new, redesigned HOST WEBSITE, or if

HOST would like SIMPLEVIEW to redesign their search widget in the future on existing HOST site, HOST will pay a one-time design fee of \$1,500.

- o. HOST 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 the SIMPLEVIEW software.
- p. The initial term of the AGREEMENT shall be for three (3) years commencing on the date the AGREEMENT is signed, and shall automatically renew for additional terms (each an "Extension Term") of one (1) year on the first day of the annual renewal date month unless terminated by either party upon written notice given not later than sixty (60) days prior to the end of the initial or any Extension Term.
- q. Either party shall have the right to terminate the AGREEMENT if the other party breaches or fails to perform any of its material obligations hereunder which breach or failure has not been cured within thirty (30) days after receipt of written notice of such breach from the non-breaching party.
- r. Disclaimer of Warranty: Except as otherwise specifically set forth herein, SIMPLEVIEW makes non-representation or warranty, express or implied, concerning the BOOK › 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 SIMPLEVIEW and waived by HOST.
- s. BOOK › DIRECT may contain links that allow the public to access third-party websites that are not under the control of SIMPLEVIEW (i.e. lodging property websites). These third-party links are only provided as a convenience and SIMPLEVIEW does not endorse any of these sites. Access and use of such websites are at HOST'S risk. SIMPLEVIEW 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 the BOOK › DIRECT, nor does SIMPLEVIEW make any representation regarding the quality of any product or service contained at any third-party website or the security of any such website.
- t. This agreement gives HOST license to use the BOOK › DIRECT on the website(s) listed in Section 2 above. This license excludes use of the BOOK › DIRECT by HOST on websites not listed in Section 2, and/or any other online distribution method other than the websites listed in Section 2. License for excluded uses can be obtained from SIMPLEVIEW as an addendum to this AGREEMENT.

Conversion Rate Optimization Test (One test per annual renewal)

2-4 weeks to complete

- Client brings the test idea to Simpleview
- Setup and sourcing for one test
- Final report and call to discuss and provide feedback

Book › Direct Proposal

	CORE+	
Book › Direct Set Up	One-time Cost	Annual Licensing
Results Page UI Build	\$2,500	-
Connection Fee (\$15/150 partners)	\$2,250	-
Date Selector Widgets	Four (4) Included	-
Modules: Lodging, Activities, Vacation Rentals, Flights	Four (4) Included	-
Filter & Category Setup	Included	-
Book › Direct Core	One-time Cost	Annual Licensing
Book › Direct (Tier 1)	-	\$9,000
Access to the Book › Direct Admin	-	Included
Google Analytics Data	-	Included
API Access and Mapping	-	Included
Partner Data Updates	-	Included
Simpleview Integrations	-	Included
Reporting	-	Monthly
Design Updates	-	Included
Annual Reservation Engine Audit	-	Included
Custom Design Features	-	Included
Conversion Rate Optimization (CRO) Test (1 per year)	-	Included
Monthly Optimization Call	-	Included
TOTAL	\$4,750	\$9,000