



ONLINE BOOKING REFERRAL –	RESERVATION	SYSTEM	
PROPOSAL			





February 14, 2014

#### Dear James:

We appreciate the opportunity to propose our latest upgrade to our **Advanced CRS** as the next generation of reservation system for **Regional Tourism Organization 12**. The evolution of our reservation technology over the past 6 years working with many of the leading DMO's in Canada has culminated with a platform which is now deployed in all of Northern Ontario.

The new platform provides solutions for a wide variety of accommodation types including branded Hotels, Motels, B&B's, Resorts, and Lodges. In conjunction with the variety of accommodators, **Meridian** also provides "Simple" & "Advanced" solutions of engagement with the booking system for operators.

The flexibility of our technological platform will enable your organization to utilize the entry level **Hotel Direct** Referral system and opt in at any time to engage any of the advanced modules like the **Experiential Packaging Engine or Attraction Ticketing Engine.** 

With our past experience in Muskoka and with the strength of our various platforms, we are confident that a successful long term deployment of Meridian in RTO 12 is completely possible. You will see in this proposal our recommendation is our HYBRID PLATFORM, integrating the Hotel Direct along with Experiential Packaging. However, we are also prepared to start this project with just HOTEL DIRECT and phasing in the Experiential Packaging Engine depending on the business model and level of resources available. We are flexible!

Meridian does possess the BEST Online Booking solution in the marketplace and are eager to get started on launching *Explorers' Edge* as our next SUCCESSFUL client.

Once again, thank you for the opportunity to present the Meridian solution. We look forward to demonstrating how our technology is the BEST choice for a long term deployment.

Yours truly,

John Pinter President, Meridian Reservation Systems jpinter@meridianreservationsystems.com



























# BIDDER CERTIFICATION

I certify that this information is complete and correct to the best of my understanding and that I am authorized to submit this information on behalf of the company.

Authorized

Signature John Pinter Date February 12, 2014

John Pinter, President

**Meridian Reservation Systems** 

























# EXECUTIVE SUMMARY

Our proposal is a detailed document containing a large volume of relevant data. In order to assist your team in the evaluation of **Meridian's** proposal, we have highlighted a number of aspects in our product and service offerings which we believe are superior to any competitor in the marketplace. Our company continues to grow and evolve at the same pace as the technology we have learned to rely on. With every deployment we learn new strategies and have developed best practices in the development of our system.

There are two key factors which will lead to a successful long term deployment of Meridian. **Updated technology** and **Sufficient Human Resources** play an equal role in a deployment.

### **Sufficient Human Resources**

A key requisite of a successful deployment involves the commitment of sufficient human resources toward the initiative. As per our experience in working with Muskoka Tourism as well as other DMO's, the difference between a great deployment and a mediocre deployment lies with the DMO's commitment towards the following factors:

- I. A strong project manager inside the DMO preferably with hotel experience or demonstrated dedication to learn and be engaged. Several DMO's have filled these positions with individuals which never had real hospitality experience and were clearly not comfortable with any type of technology.
- II. The Project Manager at the RTO has to be trained over the course of several days. The **Hotel Direct** portion of the system is very easy to learn. However, upon implementation of our **Advanced CRS** already being used by a number of properties in the Muskoka area, requires a bit more time to fully understand. In addition to the software, RTO staff will also need to devote some time to learning about the various distribution channels and the competitive forces in the marketplace. Therefore an ongoing commitment in terms of time is required by the RTO in order to fully be able to guide the project through fruition.

Meridian is prepared to provide an extensive period of training for the RTO team as well as the participants. In an effort to increase the likelihood of success, Meridian would also be prepared to increase the amount of its human resources toward RTO 12 specifically in the realm of participant engagement and training. The fact that a large number of the original properties involved in the first attempt at a booking engine guided by Muskoka Tourism are still using the booking engine on their own websites demonstrates the value of the product.

Meridian would be thrilled to see the number of operators using the **Meridian** booking engine on their own website vastly expanded through this deployment.

## **Updated Technology**

With our most recent work in Northern Ontario, the **Meridian Platform** has now grown to accommodate the intricate needs of Northern Ontario accommodation products and the uniqueness of their various operators.





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### **Targeted Solutions for Every Type of Participant**

The needs of lodge operators who sell their product via multiple night package plans are quite different from the needs of hoteliers which sell their rooms via daily rates. The nuances of lodges with package plans and a variety of optional charges will challenge any traditional reservation platform built to accommodate hotel inventory. **Meridian** has adapted the booking engine to engage all accommodation types.

In addition to the variety of participants, the **Hotel Direct** platform provides operators with options geared towards various levels of engagement. Our recently developed *Hotel Direct* technology allows participants to feature rooms and package plans in the booking engine with a direct transfer of the consumer over to the participant website for final conclusion. This is very little commitment required on the part of system participants.

#### **Learning from the Past**

With prior deployments in rural areas, the perceived time required to manage the booking engine amongst operators was always a hindrance toward participation in the initiative. With the implementation of the **Hotel Direct** platform, we can start operators on a very simple model and let them migrate up to the full system at their own leisure and comfort level.

#### **Dedicated Service**

Please feel free to contact Candice Gibson at Tourism Vancouver for a reference on the quality of service provided over the course of the first year in our service agreement. Meridian does work closely with its DMO Partners in the delivery of marketing campaigns and the extension of DMO initiatives to members. Packaging with the Vancouver Auto Show, Dine Out Vancouver, and the Celebration of Light are examples of this close level of cooperation.

### **Packaging**

**DMO Administered Experiential Packaging Engine** — Unique to Meridian, this superior central packaging interface sells the experience to consumers and allows the DMO (such as Regional Tourism Organization 12) to integrate various attractions, events, retail outlets, restaurants and other tourism services into packages with full scans of inventory to ensure availability at the component level. *See Appendix 1 for complete details on the Experiential Package Engine* 

#### Features Include

- I. Create Experiential Packages on the fly
- II. Load images and easily select partners
- III. Full date sensitivity. Build your packages around themes, events, and festivals
- IV. Determine inclusive components and optional components
- V. Lead time to booking.

**Dynamic Activity Packaging** — Consumers can build their own attraction package bundle via a direct link into the experiential shopping cart

Meridian can deliver all the key components for a requested launch date. These key functional components are already in place and fully functional for our North American client base. I have highlighted the key functional components and sample deployments.





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# ABOUT US

Founded in 1999 and based in Niagara Falls, Canada, Meridian Reservation Systems provides technological, management, and marketing solutions for the global hospitality, tourism, and leisure industries.



Innovative and comprehensive solutions are the backbone of our service. Meridian Reservation Systems can provide content management and reservation systems, tourism consulting services, and strategic internet marketing planning to the following organizations:

Destination Management Organizations	Individual Hotels, Motel, Inns and B &B's
Accommodation Associations	Attractions and Leisure Activities
Theatres and Cultural Organizations	Sports and Recreation Organizations

Comprised of a strong team of 12 tourism professionals and experienced technical staff, **Meridian Reservation Systems** provides leading edge technological solutions in all aspects of the tourism and hospitality industries. The main principals of the organization come from diverse tourism and hospitality backgrounds. At one time or another, our management and executive teams have been actively engaged in hotel ownership, attractions management, DMO management positions, and board of director positions at the DMO and attraction association level.









Tico License

Security Data

Technical Partners Technical Platform

#### Sales Growth

Meridian Reservation Systems has enjoyed tremendous growth over the past five years. With sales growing at an annual rate of 25%, the company has recently added a new data centre location, significantly expanded its administrative as well as technical staff.

### Company Financials

Meridian is 100% owned by John Pinter, the Company President and Director of Operations, and currently has no short or long term liabilities.

The company has recently added a new data centre location, and significantly expanded its administration.





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### **Corporate Insurance**

Meridian carries extensive insurance coverage designed to protect against the following type of claims that may result from the operation of a DMO.

General Liability Insurance – The serving of information and the introduction of reservation capabilities will necessitate the retention of general liability insurance.

Errors & Omissions Insurance – Professional liability Insurance covers against professional misconduct, server breaches, and information theft.

## **Golf Switch Licensing**

Meridian is one of the very few Reservation System Providers in possession of an API interface with Golf Switch. The API interface has allowed our organization to produce Dynamic Golf Play & Stay Packaging capabilities. Consumers can enter into a web site and build their entire Golf Vacation combining hotel rooms and tee times. All of the reservation capability is in real time with rooms and tee times pulled directly from the respective operators' Property Management Systems.

## **Web Analytics Licensing**

More than ever, the Internet enables a measurable approach to marketing. Intelligence on customer behaviour and marketing results becomes a competitive weapon for those who have it at their fingertips and know how to build their marketing programs around it.

Meridian possesses a state of the art web tracking analytical package which can serve as an independent module but is ultimately designed to be integrated with the web site reservation system. Essentially, marketing managers will no longer have to derive statistical information from two separate systems to track sales and or web site visitors.

#### **Microsoft Certified Partner**

As a Microsoft partners, we are naturally utilizing their core product base which is superior to open source applications in terms of speed, scalability, and functionality.

### **Tico Compliant**

Meridian is fully registered with TICO (Travel Industry Council of Ontario) and can act as the actual wholesaler of any packages or tourism product which is purchased via the DMO web site.





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# TECHNOLOGICAL PLATFORM

Meridian is an accredited Microsoft Partner and therefore uses Microsoft applications for its operating system and SQL server environment. Meridian will use the latest versions of Microsoft SQL Database and Windows operating system to insure peak performance.

Software Used in the System

Microsoft SQL Server 2012 Edition Microsoft Windows 2012 Operating Edition Net Insight Web Site Analytical Package

## Fully Scalable Technology

All of Meridian applications on built on a fully scalable Microsoft SQL database server which is a true multi-threaded environment capable of handling large volume of end users making complex search queries. Our application routinely handles a global search of 100 plus properties with full availability searches returned in a matter of seconds for an excess of 5,000 visitors per day. The underlying Microsoft SQL 2008 server can handle 32,000 simultaneous connections to the database and can easily handle current and future requirements of any DMO.

In the event of an increasing amount of reservations generating an increased server load then we will use a load balancing

### System Engineering

Meridians approach to system engineering comes from both improvements in hardware configuration and software reengineering at the core database level.

## Infrastructure Requirements

Meridian is a hosted **Software as a Service** Solution and does not require any infrastructure requirements by either the DMO or the accommodation partner other than a basic personal computer and Internet access.





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Meridian meets the <u>Payment Card Industry Data Security Standards</u> when storing, processing or transmitting credit card data. These standards have been designed to demonstrate the industry's commitment to deliver high levels of security in protecting the integrity of cardholder data.



Meridian employs a very extensive security blanket around its data centre operations.

### Multiple redundancies in the firewall units and web managed switches -

Meridian employs a system of multiple redundancies in the hardware applications which prevent unauthorized access to our servers. In the event of a hardware failure in the primary firewall, there is immediate backup in a secondary firewall unit.

#### Hacker Safe Certification -

Meridian currently subscribes to MacAfee's Hacker Safe for an evaluation of threat risks against it base of reservation applications. McAfee provides automated network security audits combined with an interactive, highly customizable vulnerability management portal.

McAfee's up-to-date knowledge base powers a comprehensive network security audit and vulnerability management technology. MacAfee updates the knowledge base every 15 minutes with tests for newly discovered vulnerabilities and validated fixes from hundreds of sources worldwide. These continuous updates ensure HACKER SAFE customers are always alerted of the latest vulnerabilities.

#### **Compliance with Credit Card Issuers**

HACKER SAFE certification meets the vulnerability scanning requirements of the Payment Card Industry (PCI) data security standard and finds BlindSQL and Server-side include vulnerabilities

#### **Quarterly Scans from PCI compliance Accreditor Trustwave -**

Trustwave is a Qualified Security Assessor (QSA), Approved Scanning Vendor (ASV), and Payment Application Qualified Security Assessor (PA-QSA) with certified consultants located across Canada.

For more information on Trustwave PCI compliance services, please visit the following URLhttps://www.trustwave.com/





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# TECHNOLOGY PARTNERS

Meridian has an extensive list of technological partners in the industry.

#### **Hardware & Firewalls**



### **Payment Gateways**







#### **System Interfaces**





### Security





#### Software



Meridian primarily runs its entire software platform on Dell. In 2012, Meridian purchased a new state of the art virtualization hosting solution which delivers the best in system performance and reliability.

Meridian has completed numerous payment gateway partner interfaces. Global Payments, Moneris, First Data, Beanstream, Authorize.Net and Chase Payment Tech are amongst the supported e-commerce payment gateways.

# Meridian utilizes a number of different partners for the amalgamation of inventory. These partners include:

Pegasus Solutions & Golf Switch
OTA Standard Interface
Channel Management -EZ Yield
Supported PMS include - Hotello & WebRez Pro
Meridian utilizes a number of different Data Security
partners for the scanning of our server network.
Partners include:
Mcafee Hacker Safe
Trustguard & Trustwave

Meridian is an accredited Microsoft Partner and develops all their applications on the state of the art SQL 2012 Server.























# Fraud Mitigation

Meridian has built a functional process within the ticketing engine to essentially capture the "state" of a transaction as well as the actual time needed by the payment gateway to process the request and send the confirmation data back to our servers. The screen cap shown below shows all the reservation and ticketing engine attempts including those which are declined or deem incomplete.

From this report, Management can glean the following information:

- I. View all attempts by a single consumer to isolate duplicate transactions
- II. Easily identify transactions deemed as "declined"
- III. View patterns of fraudulent attempts at passing compromised credit numbers into the payment gateway for verification

									-	
С	Arr.Dt.	Dep.Dt.	Confirmation #	Affiliate	Card	Status	Booking/Requested Time	Responded Time	Process Time	Amt.
0	3/11/2013	3/13/2013	OTCAAB122-102611	OTC_GLOBAL	American Express	Successful	3/2/2013 2:41:12 PM	2:41:13 PM	1 Seconds	\$270.96
0	3/6/2013	3/11/2013	OTCAAB225-102620	OTC_GLOBAL	MasterCard	Successful	3/5/2013 10:49:22 AM	10:49:23 AM	1 Seconds	\$508.42
0	3/6/2013	3/7/2013	OTCAAB23-102615	ParkinsonT	MasterCard	Declined	3/3/2013 12:56:02 PM	12:56:03 PM	1 Seconds	\$116.87
0	3/6/2013	3/7/2013	OTCAAB263-102615	ParkinsonT	MasterCard	Declined	3/3/2013 12:57:26 PM	12:57:26 PM	0 Seconds	\$116.87
0	5/10/2013	5/12/2013	OTCAAB273-102617	OTC_GLOBAL	MasterCard	Successful	3/3/2013 11:15:27 PM	11:15:28 PM	1 Seconds	\$477.34
0	3/10/2013	3/13/2013	OTCAAB323-102616	OTC_GLOBAL	American Express	Successful	3/3/2013 4:43:32 PM	4:43:32 PM	0 Seconds	\$482.43
0	3/6/2013	3/7/2013	OTCAAB33-102614	ParkinsonT	MasterCard	Successful	3/3/2013 12:52:03 PM	12:52:04 PM	1 Seconds	\$116.87
0	4/25/2013	4/27/2013	OTCAAB382-102613	OTC_GLOBAL	MasterCard	Successful	3/2/2013 4:48:38 PM	4:48:39 PM	1 Seconds	\$228.74
0	3/11/2013	3/12/2013	OTCAAB404-102618	OTC_GLOBAL	Visa	Successful	3/4/2013 9:31:40 AM	9:31:41 AM	1 Seconds	\$116.87
0	9/2/2013	9/5/2013	OTCAAB425-102621	OTC_GLOBAL	Visa	Successful	3/5/2013 1:10:42 PM	1:10:44 PM	2 Seconds	\$341.18
0	4/25/2013	4/27/2013	OTCAAB432-102612	OTC_GLOBAL	MasterCard	Successful	3/2/2013 4:44:43 PM	4:44:44 PM	1 Seconds	\$386.94
0	3/6/2013	3/7/2013	OTCAAB473-102615	ParkinsonT	MasterCard	Successful	3/3/2013 12:59:47 PM	12:59:49 PM	2 Seconds	\$116.87
0	3/6/2013	3/7/2013	OTCAAB533-102615	ParkinsonT	MasterCard	Declined	3/3/2013 12:56:53 PM	12:56:53 PM	0 Seconds	\$116.87
0	3/7/2013	3/10/2013	OTCAAB594-102619	OTC_GLOBAL	Visa	Successful	3/4/2013 2:45:59 PM	2:46:00 PM	1 Seconds	\$595.43

Arr.Dt.	Dep.Dt.	Confirmation #	Affiliate	Card	Status	Booking/Requested Time	Responded Time	Process Time	Amt.
12/28/2012	1/1/2013	NFTBWP813- 100031		MasterCard	Successful	12/13/2012 1:20:08 PM	1:20:09 PM	1 Seconds	\$637.82
									\$637.82
1/10/2013	1/15/2013	NFTCFV1013- 100064		MasterCard	INVLD ACCT	12/13/2012 5:24:10 AM	5:24:11 AM	1 Seconds	\$309.31
1/10/2013	1/15/2013	NFTCFV1013- 100064		Visa	DECLINE	12/13/2012 3:53:10 AM	3:53:11 AM	1 Seconds	\$309.31
1/10/2013	1/15/2013	NFTCFV1113- 100064		MasterCard	TRAN NOT ALLOWE	12/13/2012 5:15:11 AM	5:15:11 AM	0 Seconds	\$309.31
1/10/2013	1/15/2013	NFTCFV1113- 100064		MasterCard	INVLD ACCT	12/13/2012 4:40:11 AM	4:40:12 AM	1 Seconds	\$309.31
1/10/2013	1/15/2013	NFTCFV1113- 100064		MasterCard	INVLD ACCT	12/13/2012 4:20:11 AM	4:20:11 AM	0 Seconds	\$309.31





5400 Robinson Street, 2nd Floor, Pyramid Place, Niagara Falls, ON, Canada L2G 2A6. Toll Free: 1-877-641-4653 ext 227 Phone: 905 354 7330 Fax: 905354 1656











Prepared For: RTO 12





### **Repeated Data Patterns**

Meridian provides for the flagging of repeated data patterns and user sessions from consumers making purchases via the ticketing system.

### **Simple Ticket Limitation Procedures**

**Meridian** can alter the ticketing purchase process to reflect a maximum amount of tickets which could be purchased at any one time via the consumer side of the system. The limitation on the number of tickets purchased by consumers via the on-line ticketing system would in effect force the consumer to either call a support centre or make several transactions to accommodate the desired purchase volume. By increasing the number of transactions to acquire a high volume of tickets, we can then flag the purchaser as a repeat customer for further analysis.

# Audit Trails

**Meridian** possesses several customer relationship management tools which allow information centre staff and DMO management to view the complete history of a consumer's transaction and all support inquiries.

The screen cap on the following page will give your organization an idea of the customer relationship tools available available in the administrative side of the system.

**Audit Trail** – Meridian captures the entire history of the transaction from start to finish. In the event that a purchase needs to be amended by a Call Centre Agent, the system traps the user id of the Call Centre Agent and logs that information. Call Centre Agents can click on the link "View Update History" and review all transactional updates.

**Update History Chart** 

## Reservation Update History

Agent_ID	Update Type	Update Date	
felixc	Customer Update -Call Center	3/12/2013 6:10:54 PM	
KrzaniakK	Customer Update -Call Center	3/12/2013 4:28:25 PM	
KrzaniakK	Entire Cancel -Call Center	3/12/2013 4:26:28 PM	

**Transaction History with the Payment Gateway** – Meridian provides an entire history of transactions between the ticketing system and the payment gateway. The initial charge, subsequent credits, and full refunds are reflected on the individual reservation record and can easily be identified by call centre staff or management. There is no need to access the virtual terminal of the payment gateway to obtain this information.





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**Post Purchase Ticket Delivery** – In the event consumers make a purchase and then lose their print-at-home tickets, Call Centre Agents can resend the consumer a link to reprint tickets or staff can re-print the tickets on-site at the gate.

**Payment Gateway Response Data** – Meridian displays the credit card approval data from the payment gateway provider. Full AVS data can be accessed for any purchase in real time.

Property	Accor Hotels Novotel Ottawa	Credit Card Process C	odes 1	itue APPROVED, 0, True, 1	True, Not Charged.			
Property	33 Nicholas Street, Ottawa, Ontario	Date of Stay		Duity Rate				
	K199 9647	Thursday, March 14, 2	013				\$0.0	0 10 * 5179.00
Property Phone	613 230-3033	Friday, March 15, 2013 Suturday, March 16, 20					\$0.0 \$0.0	0 90 * \$169.00
Property Email	sovotelottawa@eovotelottawa.com	Room Total Sub Total					\$0.0 \$0.0	
Property Concellation	1 Days : Property Policy Details	Grand Total Room;					\$0.0	
Property Contact	Mark Thompson	Experiences •					the second	
Micro-Sita	Accor Hotels Nevotel Ottawa :	Ticket Class			#Tickets		Unit Price	Total
Property	Micro-Site Accor Hotels Novotel Ottawa :	Canada Science And	Technology Mas	eum			( m	Remove
Asmit	Administration Update Customer Info or View						P	RINT YOUCHER
	Update History	Adult				0	89.95	80.00
Print Receipt	Guest Receipt	Child 3/12				. 0	\$6.60	\$0.00
Print Reservation	Print Reservation	Canadian War Buse	im					Remove
Customer Name	Foster Oros Laura						Pi	NINT VOUCHER
Type of		Adult				0	58.28	\$0.00
Traveler	AND THE PARTY OF T	Child 3(12				0	\$5.18	50.00
Address	3210 Hombeam Cres Mississaugs Ontario LEL 184, Canada		Total of Tickets Grand Total of Tickets					\$0.00 \$0.00
Phone	905-608-2492-							
Phone Work		Add More Dickets	Add Nore Tickets Add Tickets					
Cell#	416-846-0735	Amount Charged						\$0.00
Fax				Credi	Card Transaction I	History		
Email	Moster@orcs-connect.com		Date-Time		Trans. Type	Amount	A	pant
Boolang Type	Cancelled	3/12/2013 4:10:02 PI		Sales			21.12 OTC_GLOBAL	
Confirmation Number	OTCAHN012-100831	Result	0	Credi	t Card Payment Res	poese		
CRS		RespMSG	Approved					
Continuation		Message	AP:					
Number	Section and the Property and the Section 1	AuthCode	000017					
CRS Room Rate Details	Superior 2 Double Beds Non Smoking	PNRef	141996134					
Amval Date	Thursday March 14, 2013	HostCode	0008					
Departure Date	Sunday March 17, 2013	GetCVResuit	M					
Number of		GetCVResultTXT	Match					
Nights.	3	GelCommercialCard False						
Number of Rooms	0	ExtData		4N012-100631, CardTyps= 659570458307172601912		(2·····7439Visa	621,12621,120TCAHN0	12-100831Manual
Number of Adults	2	3/12/2013 4:28:30 Pt		Refund		(\$62	1.12) KraniakK	
Number of Children	1 ( Age: 30)							
Room Type	D2BZ Superior 2 Double Beds Non Smoking	Agent Notes:						
Credit Card	Visa	Agent Extension D	ate/Time; 3/12/20	113 ti 10:54 PM				
Credit Card	111111111111111111111111111111111111111	i communicación de la comm	Notes:					



















# PROJECT DESCRIPTION

The Regional Tourism Organization 12 proposal is broken into these sections for better clarity and explanation on the subsequent pages.

## **Table of Project Description**

01	Analysis of the DMO website – www.explorersedge.ca
02	Recommended Solution
03	Booking Process & User Interface
04	Content Management System
05	Reporting Suite
06	CRM & Social Media Integration
07	Usability Evaluation Process
08	Licensing Fees
09	Deployment Plan
10	Ongoing Relationship with Explorers Edge
11	Ongoing Relationship with Participants

























# 1. EXPLORERSEDGE.CA

In order to present your organization with the best possible reservation solution at this time, it was necessary to study the cosmetic makeup of your accommodation partners on your website. The current breakdown of your accommodation inventory is approximately as follows:

Bed & Breakfasts – 63 Operators
Camps – 14 Operators
Camping/Trailer Park 28 Operators
Cottages - 61 Operators
Guest Houses – 7 Operators
Hotels – 23 Operators
Inns – 27 Operators
Lodges – 24 Operators
Motel – 20 Operators
Resort – 70 Operators

Basic Accommodation Engine – Regional Tourism Organization 12 currently does not have any type of a booking engine.

**Package Categorization** – There is no capability to offer experiential packages with a hotel and activity component combined into one offer.

**Attractions & Activities** – There is an extensive list of attractions and activities listed on the DMO page but there is currently no ticketing system.

**Entertainment & Dining -** There is an extensive list of entertainment and dining venues listed on the DMO page but there is currently no ticketing or reservation system.

**Shopping & Sightseeing -** There is an extensive list of shopping venues and sightseeing tours listed on the DMO page but there is currently no retail or reservation system.

























# 2. RECOMMENDED SOLUTION

Based upon the cosmetic makeup of your accommodation partners and our previous experience in Northern Ontario, Meridian recommends that we implement a **HYBRID PLATFORM** which combines the technology of our **HOTEL DIRECT** platform and our **ADVANCED CRS** platform. Based upon our inventory analysis and our current experience in dealing with many Northern Ontario lodge operators the combined technological platform will provides solutions for the following types of operators.

### **Built on Hotel Direct Technology**

**Hotel Direct for Branded Properties & Larger Independents** – Requires no effort on the part of the participant in order to have their properties rates & availability displayed inside the booking engine. When consumers are ready to book, they engage the "Book Now" button and are immediately transferred to the hotels own proprietary booking engine where they can enter in their personal details, credit card information and finalize the transaction.

**Simple Extranet Model** – Requires a bare bones management effort for a single room rate in order to participate. When consumers are ready to book, they engage the "Book Now" button and are immediately transferred to the accommodations own website where final fulfillment may take the course of the consumers contacting the operator via email or by phone.

#### **Built on the Advanced CRS**

**Extended Extranet Model** – Enables participants to use the extensive features of Meridian in order to offer consumers a multitude of rate plan and room restriction options and also the ability to use Meridian on their own personal websites. Consumers clicking on the "Book Now" button will have the transaction process internally by the booking engine. This is a *VALUE ADDED* feature for the members of your organization. There are currently approximately 10 such accommodators (such as Spring Lake Resort) using the Meridian system in your jurisdiction.

The **HYBRID PLATFORM** will assemble the inventory of participants into a global search where consumers can filter results according to amenities, geography, discounts, and packages. More on pg 20.

Please see the Figure on the next page for a complete schematic on how we assemble the inventory.





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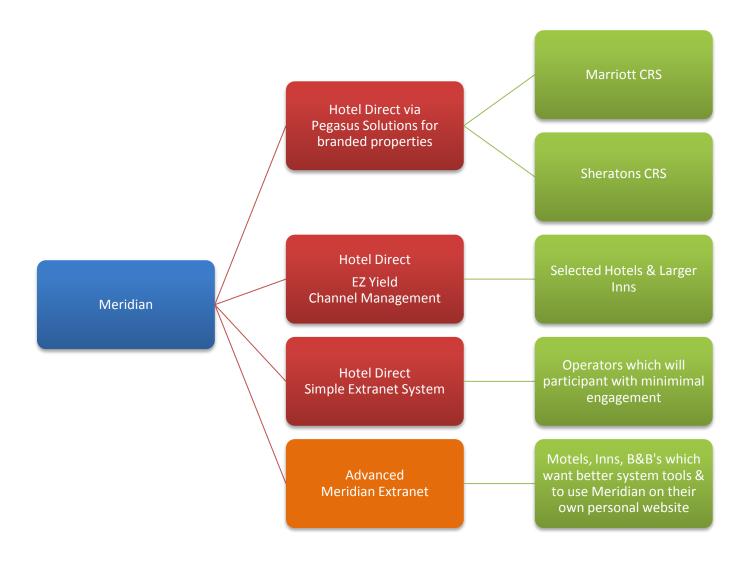






The graphic below shows how inventory will be assembled into a global search. Once again, the booking engines have been improved to reflect the possible different levels of engagement from your accommodation partners.

**Hotel Direct** facilitates the best consumer experience for booking rooms and allows your accommodation partners to accept the reservation at the lowest acquisition cost in the industry. Hotel Direct supports over 300 different global hotel brands, numerous property management and channel management solutions.



















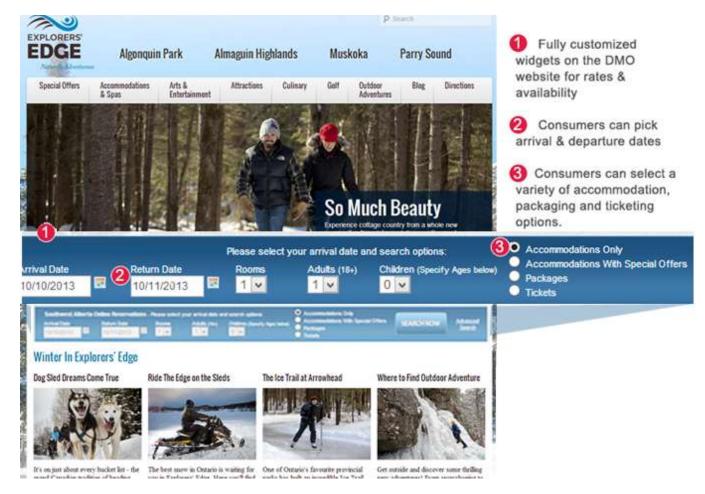




# 3. CONSUMER INTERFACES

# Step 1. – Entry into the System from the DMO Website

Consumers will start their search at the RTO 12 website exploersedge.ca and enter their dates of stay into the booking widgets. Consumers are then transferred over to the Meridian booking engine which is graphical skinned to match the DMO web site.



















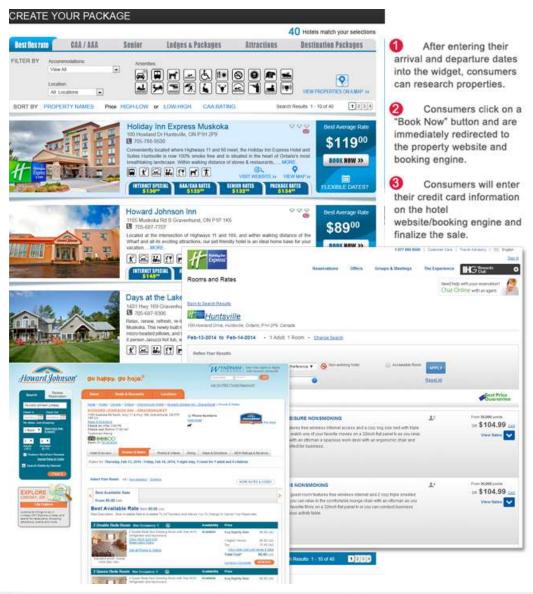


# Step 2 - Ready to Reserve

The **HYBRID PLATFORM** booking engine assembles the inventory of participants into a global search where consumers can filter results according to amenities, geography, discounts, and packages.

#### **Hotel Direct Participants**

When consumers are ready to book, they engage the "Book Now" button and if they are on the **Hotel Direct** platform they are immediately transferred to the accommodations own proprietary booking engine where they can enter in their personal details, credit card information and finalize the transaction.













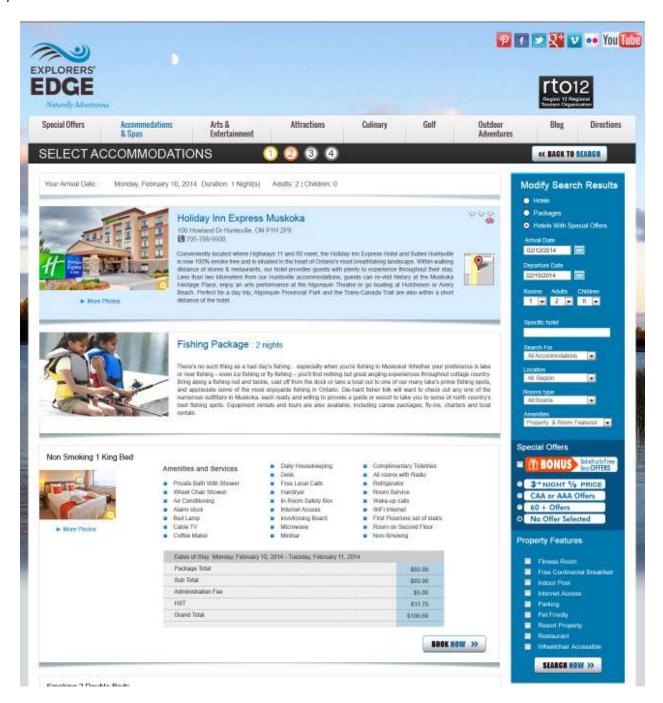








**Advanced CRS Participants** - If the consumer has clicked on an operator which is using the Advanced Extranet, the system will not link the consumer over to the property web site. Instead the transaction is processed internally over the system.















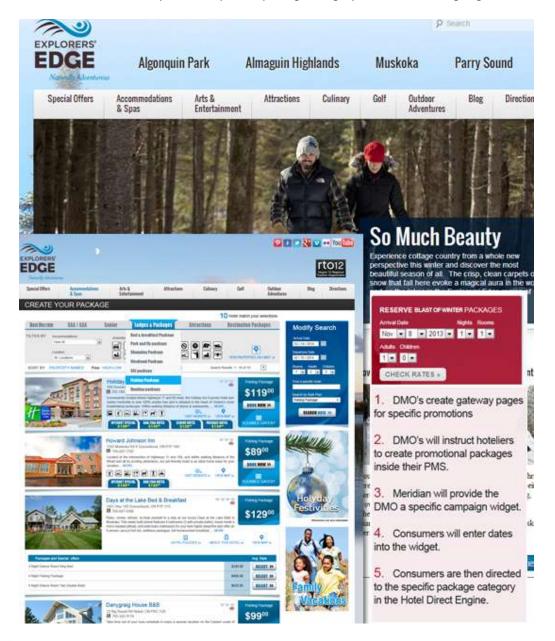






# Package Gateway Pages & Categorization

Meridian does provide the capability for the DMO to work with industry partners on specific marketing campaigns via "Accommodation level packages" and the package categorization. DMO's can create gateway pages on the respective DMO website and target the promotional category inside the **Hybrid Platform** booking engine. Meridian provides widgets which will transfer the consumer directly to the respective package category inside the booking engine.





















**Cost Recovery Mechanisms -** Meridian provides a number of cost recovery mechanisms for the DMO upon implementation of the **Hotel Direct** booking engine.

**Premier Placement** – a tool whereby the DMO can set the default display order for search results. Accommodators are often anxious to have their property be seen at the top of the list of results and are willing to pay for that privilege, as they do in other Online Travel Agencies for which they pay a premium

**Banner Ads** - a tool whereby the DMO can manage the location of paid banner ads and their subsequent rotation inside the booking engine.

Display Options - Meridian provides for a number of display options which our competition cannot match.

Rooms	The <b>Hotel Direct</b> booking Engine allows visitors to view <i>Best Available Rates</i> as well as various rates plans like Advanced Purchase, AAA, Corporate, Seniors discounts. Direct links to the properties own website for the conclusion of the booking process enables the
	property to acquire the booking at <b>the lowest acquisition</b> cost in the industry.
Hotel Level Packages	<b>Hotel Direct</b> enables the DMO to categorize packages for better navigation. Live package pricing direct from the hotels central reservation system provides a level of accuracy that our competitors cannot match.
DMO Level Packages	Meridian also enables the DMO to create experiential packages which can be accessed via a dedicated tab. Hotel partners can buy into to any or all DMO based packages.
Activities	Sell Activities via our technological platform. Direct links to activity partners for individual ticket purchases makes it simple and easy for the consumer.  Enable Attraction Bundling or Multiple Property Discounts via our advanced ticketing module for greater consumer engagement.
Mobile	Increase local bookings by incorporating the Hotel Direct mobile search engine on your mobile site.

**Sort Order -** Meridian provides a default randomized sort order which is usually preferred by most DMO clients. Consumers can choose to re-order the hotel results set via the following:

**Hotel Names** The hotels are displayed in alphabetical order.

**Low to High** Hotels are displayed in prices the lowest room rate to the highest room rate.

**High to Low** Hotels are displayed in prices from high to low

**AAA/CAA** Meridian can also sort the order according to any hotel classification system.

Map View Meridian plots the entire hotel result set on a map where consumers can view the location of hotels

relative to major attractions.

Amenities Consumers can filter the result set by any number of amenities which can be customized according to

the DMO deployment.

**Type** Consumers can filter the results set according to the type of property. (B&B, Vacation Rental, Hotel)

**Location** Meridian also provides for geographic segmentation.





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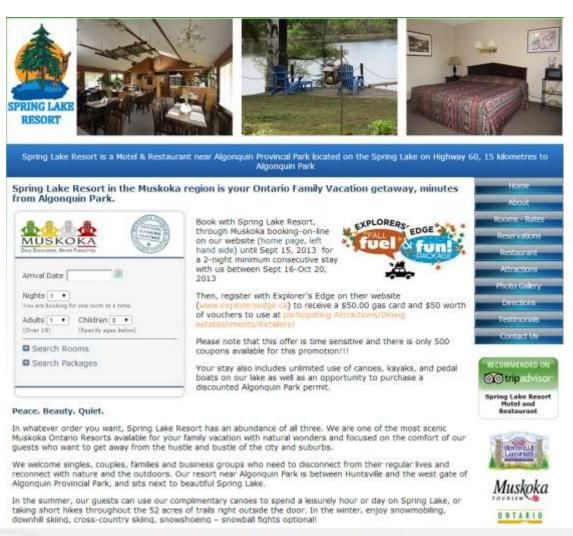




# Using Meridian on Member Websites

Meridian provides the RTO with the ability to create dedicated gateways for Accommodation Operators that currently do not have their own booking engine and wish to use the RTO booking engine for their own operational use. The example below displays a sample booking widget which could be used by any unbranded accommodation in the DMO. The widgets display a logo which states that the accommodation is an "Official Booking Partner" to the DMO. In many jurisdictions like RTO 12, independent accommodation operators may outnumber branded properties. There may also be a large number of attractions, small inns and B&B operators.

Many of these accommodators do not have an e-commerce solution on their own web sites and the deployment of a booking engine branded by either the DMO installs a sense of credibility to the consumer. This thereby raises the bar for the same operators in terms of professionalism.







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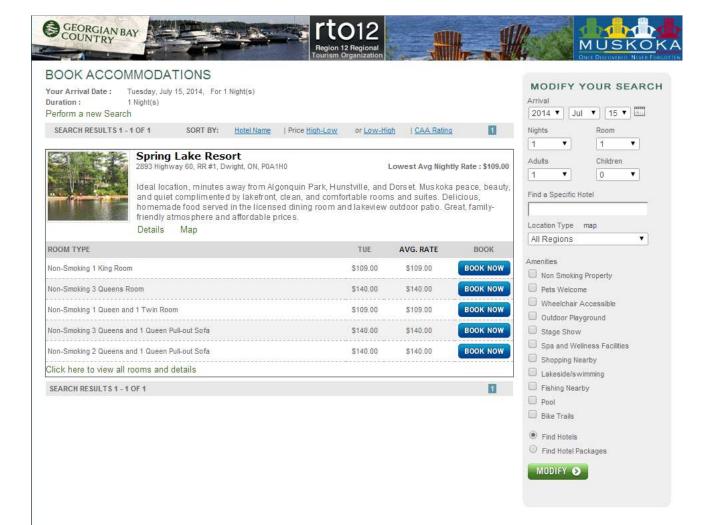
















GEORGIAN BAY

Brought to you by:

Powered By: Meridian Reservation Systems

92 Pearl St., Lower Level, Buffalo NY 14202.

5400 Robinson Street, 2nd Floor, Pyramid Place, Niagara Falls, ON, Canada L2G 2A6. Toll Free: 1-877-641-4653 ext 227 Phone: 905 354 7330 Fax: 905354 1656









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# Daily Rates, Rate Plans and Packages

Consumers will be treated to a very user friendly interface which clearly offers operators the ability to convey rate plan discounts and packages to consumers.

#### What Makes HOTEL-DIRECT Unique?

- -Highest Degree of Usability
- -Rate Plan Buttons dynamically display
- -Rates are sensitive to Number of Persons
- -Multiple Rate & Package Plans\*



\*CAA, Seniors, Corporate, Internet Specials, and Advanced Purchase Rates appear dynamically inside the hotel listing.

\*Rate and package plan categories can be customized for DMO driven packaging

\*Flex rate calendar searches rates and availability for all rate and package plan categories

## Meridian Flex Calendar

The Meridian Flex Calendar displays the daily rates and inventory for one month at a time. The user can quickly move from one month to another according to their needs.

This gives guests who are flexible with their travel dates the ability to easily find the best rates.

Once they have decided on dates the guest can simply check of the dates he would like and click on BOOK NOW to head off to the hotels own website and complete the booking.







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# **Rate Options**

Meridian has the ability to pull various rate plans from the hotel system. These default rates are the "Best flex rate", "Internet Specials", "CAA/AAA", "Senior", and "Packages". These options provide the guest with the best possible discount for them. The flex calendar will also work with all of the above options, in order to maximize savings for the guest. Meridian can change the rate options to accommodate your destinations needs.



## **Mobile Platform**

Meridian does provide a complete mobile platform which includes a mobile friendly version as well as I-Phone and Android Apps.

#### **Mobile Platform**

Meridian does provide for an extensive and very user friendly mobile phone experience. Features include:

- Mobile Friendly Platform is Independent and functions on all I-Phone, Android, Windows, and Blackberry phones
- A minor degree of customization is available. (Mostly colour schemes, buttons, and a DMO Logo)
- There is minimal amount of scrolling
- Features large easily visible buttons
- Navigational Aids are all mobile friendly
- All reservation gateways will be available
  - Accommodations
  - Experiential Packages
  - Property Level Packages
  - Tickets Only
- Categorized shopping cart as per the DMO website.
- Full Navigation for shopping cart purposes
- List View and Map View are available
- Accommodation Photos & Room Amenities listings
- Full Accommodation Microsites & Ratings
- Mobile friendly fields on the checkout page
- Easy Form Fulfillment
- Text Suggestions
- Single Screen with minimal scrolling.







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# MOBILE PLATFORM SAMPLE SCREEN CAPS

#### 1. Default Search Page







Step 12 2 4 5

GENER Set Tabbet 17 2 Minday

40 HOTELS WINDOWS Topicon

Windows Note & Contract Contract

State occasion from

State oc

3. Hotel Results - Map View

4. Hotel Booking Page

























# 4. CONTENT MANAGEMENT

# Photos & Property Profile

Our Content Management System is 100% flexible in both architecture and end user design. Components of the RTO 12 client base such as the B&B sector, or the entire client base information set via the Microsite Display Management System can be seamlessly exported to multiple web sites with different layouts and graphical skins. In addition, each property Microsite can stand alone as a separate web page with a unique URL.

#### **Stand Alone Microsite**

Please visit this URL for a "stand alone" example of the Microsite. Property is the Brookstreet Hotel https://www.hotels.ottawatourism.ca/Hotels-Motels/Brookstreet/Default.aspx

#### **Consumer Level Users**

The goal of the DMO is to empower the end user, the consumer, to make all the purchase decisions at his personal computer without having to contact the local DMO for more specific destination information. Enabling a rich graphic and textual environment for consumers results in lower support costs for the DMO.

#### **Member Level Users**

Our database driven content management system is built upon a user friendly interface and is designed to empower the Member Level user, "the property manager" to administer all text and photographic elements of the web site

### **Accommodation Microsite Display Management System**

The current accommodations microsite management system has 10 pages providing intimate detail regarding the property. Pages include the following:

Welcome Page Detailing general information about the property including photos.

Rooms Page All room types are detailed with amenity icons including photos.

Amenities Page Displays photos and information regarding indoor and outdoor amenities.

Packages Page Integrated with the reservation system. Innkeepers can showcase an unlimited number of vacation packages. DMOs can also inject system wide centrally controlled and negotiated

packages.

**Spa Page** Showcases Spa facilities with photos, spa plans, and promotional text.

Conference Page Showcases all meeting rooms with text and photos. List the sales contacts and equipment

rental rates.

**Weddings Page** Properties with wedding facilities and plans can showcase their facilities on this page. **Directions Page** Include maps and directions from all points.

**Groups Page** Group rates and contact information is showcased on this page.

Golf Page All properties having relationships with Golf Courses can highlight the course with information

and photos.





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# 5. REPORTING SUITE

### **Superior Reporting Systems**

Meridian will provide a reporting system which cannot be matched by any other vendor. The reporting structure provides for the following:

Executive Dashboard — Provides for a reporting mechanism for senior management which allows them to quickly retrieve results and view statistics over a 3 year span in order to view trends in the industry as well as the ticket purchasing process. Determine within seconds which corporate affiliates, hotels, attractions, and events which are your bestselling partners.

**Net Insight** — Net Insight provides the complete analytical package for the reservation system. It tracks all consumers using the booking engine. We will be integrating Net Insight results into our Executive Dashboard to provide a deeper level of analytical integration regarding exit points, common booking paths and other key performance indicators.

Meridian and Google/Omniture Integration — Meridian has completed a number of integration projects in the past whereby a client could effectively track the entire user path starting at the client website and track the consumer's movement into the ticketing system with all purchase results being returned back to the respective tracking packages. This type of complete path analysis provides for the most comprehensive analytical data set.

**Property Direct** – Meridian provides a comprehensive reporting suite for properties which wish to participate in the RTO 12 system in the most minimal of capacities with a complete reporting of all referrals including rate and package plan data.

Meridian provides to DMO's an extensive real time reporting suite for measuring user activity inside the Hotel Direct system.























### Reports Available for DMO's & Accommodations

- 1. Property Impressions How many times each property was listed.
- 2. Property Impressions by Rate Plans How many times each property was listed for each rate plan.
- 3. Property Referrals How many property referrals were generated via Hotel Direct.
- 4. Property Referrals How many times property was clicked using Book Now button
- 5. Property Referrals How many property referrals were generated via the Website URL link
- 6. Property Referrals Sorted by various Rate Plans.
- 7. Report on Customer Search Behavior
  - a. Number of persons entered for search i.e. # adults/Children
  - b. Arrival dates and number of nights
  - c. Number of searches under each rate plan
  - d. Rate displayed by each property
- 8. Projected Number of Bookings
- 9. Projected revenue based on the amount listed
- 10. Lead time to arrival
- 11. Position where their property was listed, i.e. ranking or placement in each listing





# 6. CRM & SOCIAL MEDIA

Meridian does provide a Trip & Hotel Review Mechanism which is integrated into the reservation system. Consumers making reservations via the system can be sent emails which ask the user to review either the hotel or the entire vacation in the destination. The reviews can be posted to the booking engine in an effort to create user generated content.

Facebook- It is possible to use direct links from Facebook or any other Social Media website to target a specific series of dates or a marketing campaign inside the booking engine.

Trip Advisor Reviews – It is also possible to integrate Trip Advisor Reviews into the booking engine and these reviews might be subject to a fee from Trip Advisor.





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# 7. USABILITY

Meridian has engaged a full time Usability Consultant as of August 2011. The duties of the Usability Consultant are as follows:

- I. Review existing DMO deployments for improvements.
- II. Consolidate best practices from across the Merdian client base into a new reservation system interface.
- III. Monitor developments at prime OTA competition like Expedia, Priceline, and Hotwire.
- IV. Research new technologies and techniques for improving usability and conversion ratios.

Usability studies will only improve the interface process. The best interface in the world will not overcome the perception of "lack of value" by consumers. **The focus really should be on adding value to the existing booking process.** 

The basis for the recommendations from our staff are derived from results in other DMO deployments like Ottawa Tourism where the conversion ration now sits at 15 to 1. This conversion ratio is above industry standard which sits at 1% or 1 in every hundred. This clearly demonstrates what is achievable when the following items are in place.

- I. Strong support from the Hotel Group
- II. Development of Value Added Mechanisms
- III. Integration of the core marketing message, which is core packaging, into all offline marketing efforts. The booking engine is always Ottawa's call to action in print, TV and radio campaigns.





















# 8. LICENSING FEES

Product Name	Monthly Fee	One Time Setup Cost
OPTIONS		
1) Hotel Direct Accommodation Referral Engine with SIMPLE CRS Hotel Direct Technology Web Site Analytical Package Complete Reporting Dashboard Mobile Platform – Mobile Friendly & Apps Cost Recovery Mechanism – Premier Placement & Banner Ad Module	\$1,695.00	\$22,317.50
2) Integration of ADVANCED CRS for non-branded accommodations (requires Option 1)	\$847.50	
3) Experiential Packaging / Attraction Ticketing Engine (can be phased in at any time)	\$847.50	\$5650.00

The Hybrid CRS System Module includes options 1, 2,& 3

### **Set up Costs include the following:**

- 1. Travel expenses for Meridian Staff to hold on-site general membership meetings to introduce the reservation system and all associated benefits.
- **2.** Travel expenses for Meridian Staff to hold training sessions for the visitor services team and RTO 12 partners wishing to participate in the initiative via an extranet.
- **3.** Setup and graphical skinning of the accommodation & ticketing engine for the activity participants.
- 4. 13% HST

**All Hosting, Bandwidth, and Support Fees\*\*** are included in the above fee: **Out of Scope Work** – All out of the scope work of this RFP is subject to an hourly rate-\$90 Cdn

Contract Term - 3 Years

I have the authority to bind the corporation

John Pinter, President, Meridian Reservation System





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# DEPLOYMENT PLAN

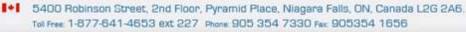
In the event that your DMO would like to engage Meridian in implementing a proposed reservation solution, I have attached the following implementation timeline and project deliverable schedule.

Phase 1	14 <sup>™</sup> of Mar 2014	General meeting with the DMO staff and other key industry partners to explain the recommended solution and deployment schedule.  During the consultation phase, we will give a comprehensive orientation on our entire product line. The system has numerous features, components and configurations and to thoroughly cover all this information, the discussions, including questions and answers, usually last one day. At the conclusion of these discussions, we anticipate that we will be in a position to discuss directives on the following items:  1. Preliminary Graphical Skin(s) 2. Preliminary Primary and Secondary User Interface Design 3. Micro site Customization Requirements 4. Customer Review Mechanism 5. Review all "business rules" which ultimately influence the programming of the application 6. Review a proposed training implementation plan, including staff assigned, locations, general set-up and a preliminary list of participants
	2 <sup>nd</sup> of Apr 2014	<b>Delivery of Graphical Mockups to be approved by RTO 12.</b> After graphical skin approval, our Programming Staff will begin the customization of the application. This phase of the implementation process evolves from the information gleaned during the consultation and orientation stage.
	15 <sup>th</sup> of Apr 2014	Posting of the reservation system on a test server for final review.  During this phase of the process, we will put the web site through extensive testing at all levels of functionality. The testing process will follow the following steps:  1. Testing by Meridian Staff 2. Testing by the DMO  It is extremely important that the DMO Program Manager vets all concerns by participants and forwards them, in writing, to Meridian so that even small glitches can be dealt with as we move along.























	1 <sup>st</sup> May 2014	Optional meeting to present the solution to the DMO general membership. Build engagement & collect information from participants.  This is a very important step in the education of members on their role in the deployment of the Meridian System. If possible, we suggest ALL members attend the General Meeting. If space does not permit, two or even three separate sessions can be held. The first part of the meeting includes introductions and an overview of how the System will work for the members. We will demonstrate different examples of the system in action. Participants will have ample opportunity to ask questions. It is absolutely necessary that the DMO designate staff for the deployment and that the staff be present at this meeting so that participants understand that that person is the first contact during the Deployment Stage. The DMO staff person will have daily contact with the Meridian Project Manager to ensure that the project moves along.
Phase 2	17 <sup>th</sup> May 2014	<ol> <li>Training Phase</li> <li>General Orientation Sessions for all participants conducted by Meridian Staff with participation from the DMO and any other service providers. Locations and times to be determined by DMO.</li> <li>Collection of data from participants regarding their property information</li> <li>Meridian Staff inputs raw data into assigned micro-sites for participants</li> <li>Training of Program Manager, Call Centre Staff and other DMO Staff involved in the project.</li> <li>Training sessions for 10 properties per training session - more than one employee can attend from each property - training sessions are three hours in length - three sessions per day</li> <li>Mini Sessions or webinars for groups of Client Members who require more training</li> <li>Live training during the testing phase</li> <li>On-site support during the live deployment stage</li> </ol>
	22 <sup>nd</sup> of May 2014	Completion of all last minute programming changes to the system.  Meridian Programming Staff will begin the migration of the existing historical data set (if required) onto our server so that historical comparative reports can be prepared against the increased usefulness of our application.  During this phase, participants will be asked to complete the loading of their rates and inventory into the system. While their sites have been loaded by Meridian staff, these members have now been trained and should be adding the finishing touches to their sites.
Phase 3	1 <sup>st</sup> of June	Go Live Date





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# 10. PROJECT MANAGER

Meridian provides an experienced Project Manager to oversee the deployment of the system from the initial stages through to the official launch. The DMO remains the client of the Project Manager throughout the duration of the contract. This person is responsible for working with the assigned staff person from the DMO who will be overseeing the deployment from that end. Meridian provides the DMO with processes and procedures for deployment which act as a guideline for the assigned DMO staff person.

Following meetings with the DMO staff at the outset of the project, Senior Management from Meridian request that the DMO organize a general meeting for DMO members and other interested parties. This gives the members an opportunity to ask questions and present challenges they see with the proposed system from their perspective. We find that a meeting of all members gives an excellent forum for dispelling misconceptions and doubts about participation.

Following the general meeting or meetings, the Meridian Project Manager starts working with the DMO staff to roll out the deployment. During the deployment process, the Meridian Project Manager ensures deadlines are met both by Meridian Programming staff and the DMO. A critical path is developed jointly with the DMO so that the deployment runs smoothly and the official launch occurs on schedule.

At the end of the three month deployment, the Meridian Project Manager will conduct on-site training sessions for all participants from the DMO as well as administrative personnel from the DMO.

Senior Staff from Meridian attend regular meetings to ensure the deployment is kept on schedule and any minor issues can be dealt with. They are also available at any time for any questions the DMO staff may pose.

Following the launch, the Program Manager will train DMO staff on Issue Trak which is our method of keeping track of new requests or new members or adjustments to the system. All requests from the DMO are documented in Issue Trak, which is reviewed on a weekly basis by the Company CEO. The Meridian Program Manager is the first point of contact for the DMO staff person overseeing the system.

The Program Manager can be reached during regular working hours but also can be contacted by cell phone should the need arise.

The DMO will be given a number of template notices, documents and forms for them to distribute periodically to participants. These forms can be adjusted for the DMO name, logo etc.

























## 11. OUR TALENTED TEAM

There will be no less than 4 key Meridian Staff Members assigned to this project. Depending upon the nature of the customization and the requisition of additional products, additional staff members not named below may also be called upon to provide services. The assigned staff have a variety of technical, training and tourism skills, allowing them to serve in multiple roles yet operate as a cohesive team.



#### John Pinter - President

In his capacity as company President, John draws on his diverse academic background and employment experience. Having been actively engaged in the hospitality and tourism sectors through positions of hotel ownership and representation on the Board of Directors of Niagara Falls Tourism, John is well positioned to lead the company as it continues to develop new products that ultimately add value to the Meridian Call Centre Application.



## Eric Hitchcock - Director of Business Development

A graduate of Niagara College - Business Operations and a tourism Industry professional with over 18 years of Marketing and Business Development experience in the Attraction Sector. Eric served on Attraction's Ontario Board of Directors for 6 years and with his vast experience and leadership he compliments the NEW look Meridian Reservation Team. His has a great understanding of the unique needs and importance of the attraction industry and forging relationships with DMO's and the accommodation sector.



## Sam Lagace - Director of Customer Service

Sam has held several positions in the service industry and has always sought positions where he has the opportunity to work with the public. Prior to joining Meridian, Sam was employed in the tourism industry which gave him an understanding of the needs of the traveler. He has successfully transferred these skills to his new position with Meridian. Fully bilingual, Sam has enhanced the skill pool at Meridian.



## Baijumon George - Director of Application Development

George is our team leader in the field of System Design and Application Development. George is a Microsoft Certified Professional (MCP), and he also possesses a Post Graduate Diploma in Computer Applications, and is a Certified Business Professional Programmer (Department of Electronics, Govt. of India). In addition, he has certification in various programming languages and Database Systems, also holding Degrees in B.A Economics and Philosophy.





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## 12. ON-GOING RELATIONSHIP WITH RTO 12

**Explorers Edge Staff Training -** A key requisite of a successful deployment involves the commitment of sufficient human resources toward the initiative. As per our experience in working with Muskoka Tourism as well as other DMO's, the difference between a great deployment and a mediocre deployment lies with the DMO's commitment towards the following factors:

- I. Acquisition of a strong project manager inside the DMO preferably with hotel experience or demonstrated dedication to learn and be engaged. Several DMO's have filled these positions with individuals which never had real hospitality experience and were clearly not comfortable with any type of technology.
  - II. The Project Manager at the RTO has to be trained over the course of several days. The **Hotel Direct** portion of the system is very easy to learn. However the traditional reservation system used by a number of properties in the Muskoka area requires a bit more time to fully understand. In addition to the software, RTO staff will also need to devote some time to learning about the various distribution channels and the competitive forces in the marketplace.

Meridian is prepared to provide an extensive period of training for the RTO team as well as the participants.

**Process for requesting application modifications -** The best method for requesting application modifications is to work through the designated project manager. Your Meridian project manager will become extremely familiar with your needs and will be in the best position to convey the application modifications to our development team for a possible quote.

**Requirements for conducting and treasuring financial transactions.** - In the event that RTO 12 would like to sell various Attraction Tickets or Experiential Packages, a payment gateway will be required to be connected to the booking engine. RTO 12 will have two options with regards to payment processing:

- Option 1 Meridian will recommend several payment gateway providers to the RTO and the process to receive an Internet Merchant Account is a relatively straight forward application. Please allocate about 4 weeks between the initial application and the confirmation of your account.
- Option 2 Meridian is now TICO certified and can process the payments on behalf of RTO 12 and provide all financial reconciliation functions.

**Support Services -** Meridian will be able to provide this level of service because it would require only a minor enhancement to our current support infrastructure.

**Support Staff** - Meridian has a very strong support infrastructure. Our client base ranges from Ottawa in the East to Dawson City in the Yukon. With the geographic expansion of our client base, it has been necessary to expand our office hours outside the norm. Meridian currently has support personal in our office from 8:00 AM to 7:00 PM and designated staff manages the phone system 24 hours, seven days per week.





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With the awarding of the Regional Tourism Organization 12 contract to Meridian, our organization would expand the service level to accommodate the requirements of the RFP.

**Technical Staff** – In addition to our in house software development team, Meridian currently employs a very successful offshore development team. This group of Microsoft Certified Software Engineers are direct employees of this company and not third party contractors. With the engagement of our offshore development team and our own in house group of programmers, Meridian currently enjoys software developers monitoring the system approximately 24 hours per day.

**Meridian and help desk software** (IssueTrak) —This help desk software and issue tracking software solution allow Meridian to easily track issues and support requests. Meridian currently uses "Issuetrak" in order to track system issues from our ever expanding client base. Each client is setup on Issuetrak and can post "issues" on the system for our support and development team to view and respond.

**Issue Classification – Priority Assignment** – Each issue coming into Issue Trak is assigned a priority level by our support team. All major system issues are immediately dealt with so as to minimize any possible negative consumer experiences























# 13. Frequency of Upgrades

Before Meridian can fully explain our vision for the future, I believe it is worth mentioning what this organization has accomplished in just the past year.

**Client Base** – Meridian has expanded its client base from zero to 25 Destination Marketing Organizations in this period with another 10 DMO expected to join the system in the next 18 months.

**Development Team** – The size of the core development team has grown from the 3.5 programmers to 10.5 persons with an expansion of an additional 2 programmers scheduled for 2014 to accommodate the future needs of our client base. **Programming Upgrades in the Last Calendar Year** – Meridian is capable of large scale production in the development of product(s). Below is just a short example of what our team has produced.

Date	Upgrade	Website
October 31 <sup>st</sup> ,	Official Launch of Tessitura Ticketing Integration for	stratfordaccommodations.com/midweek
2013	Stratford Festival	
October 15th,	Official Launch of the Meridian Hotel Direct System	Hoteldirect.reservation.org
2013		
Sept 1 <sup>st</sup> , 2013	Official Launch of Event Housing Solution	
July 1 <sup>st</sup> , 2013	Meridian is officially TICO certified and approved	www.tico.ca
June 1 <sup>st</sup> 2013	Launch of our sliding scale attraction ticketing system	Reservations.tourismvancouver.com
Jan 1 <sup>st</sup> , 2013	Integration with OTA compliant interfaces	
June 1 <sup>st</sup> , 2012	Launch of our ability to connect multiple DMO's together.	Reservations.bettertravel.ca

## **High Level Strategic Direction**

Ownership and Management at Meridian provide for the future roadmap of the software solution and are largely driven by the following considerations:

- 1. Seamless Connectivity between Meridian and Supplier Systems Integration with Golf Switch and the Pegasus Switch have enable Meridian to provide clients with seamless push pull connectivity to over 100,000 hotels worldwide and to thousands of Tee Sheets and Golf Courses.
- 2. Interface Design Testing and adaption of different consumer driven interfaces for evaluation in terms of conversion ratios and user friendliness.
- 3. Distribution of Travel Products Meridian looks to build its core functionality so that products can be exported into other travel supplier portals.

## **Requests and Suggestions from our Client Base**

Customization of the applications is also driven to a large part by our client base. System enhancements tend to driven by a cascading effect in which clients can request a new feature which opens up a door to a whole series of related product upgrades. The opening of a door quite often will lead to the opening of several more doors and within a short time the original request by the client has been exceed in functionality several times over.





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# 14. PARTICIPANT RELATIONSHIPS

## **Participant Costs & Obligations**

Meridian licensing model does not require any additional costs to be paid by any participant. The monthly license fee paid by the RTO provides complimentary use of Meridian on the participants own personal websites.

## **Obligations**

Participants in the RTO booking engine initiative have varying levels of obligations. Their responsibilities are as follows:

## **Built on Hotel Direct Technology**

**Hotel Direct for Branded Properties & Larger Independents** – Requires no effort on the part of the participant in order to have their properties rates & availability displayed inside the booking engine. When consumers are ready to book, they engage the "Book Now" button and are immediately transferred to the hotels own proprietary booking engine where they can enter in their personal details, credit card information and finalize the transaction.

**Simple Extranet Model** for – Requires a bare bones management effort for a single room rate in order to participate. When consumers are ready to book, they engage the "Book Now" button and are immediately transferred to the hotels own website where final fulfillment may take the course of the consumers contacting the operator via e-mail or by phone.

#### **Built on the Advanced CRS**

**Extended Extranet Model** – Enables participants to use the extensive features of Meridian in order to offer consumers a multitude of rate plan and room restriction options and also the ability to use Meridian on their own personal websites. Consumers clicking on the "Book Now" button will have the transaction process internally by the booking engine. They will not be transported to the hotels own personal website.

## **Support for Participants**

Participants using the Extended Extranet Model can also utilize the same Meridian Support Services detailed in the previous section of the document.





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# Rate & Inventory Management

The **Meridian Simple Model** requires the minimum amount of day to day management in order to afford the participant with the ability to have their property displayed in the global result set. **These are the 3 simple steps you need to master.** 

- 1. Create a single room type with your most basic lowest priced room.
- 2. Manage the inventory
- 3. Set the daily rates for the room type.

Congratulations! You are done and are live on the system and everything will link back to your own website. You do not need to come back to Meridian in order to view bookings.

Please note that you if you start on the simple model you can switch over to the extended model at any time if you would like greater functionality.

All participants will be given a URL to log-in to the system with a User ID and Password. After successfully logging into the system, these are the following 3 steps needed to be completed. It only should take about 5 minutes to configure your properties inventory.

#### STEP 1. CREATE THE ROOM TYPE

All you need to manage is a "single starting at rate" and a single inventory.

Figure 1.1: A very minimal set up

























#### STEP 2. MANAGE THE AVAILABILITY

You have the option of setting your daily availability in order to create a better user experience. There are two options to set your availability.

The first shows a simple calendar where you view and change your daily availability.

Figure 1.2: View and change your daily availability using our calendar.



2. The second allows you to select a date range in order to close out for a season.

Figure 1.3: Close out for a season using our date range tool usys or the week outside of the date range will not be modified. Click Save when completed.

Please note: If you forget to enter room availability for any given date range, the system will use the Master Inventory which you have previously defined in the Master Inventory/Rates/Adult-Child Rates

Date From: November ▼ 15 ▼ 2013 ▼ To: April ▼ 30 ▼ 2014 ▼								
Room Type	Max	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
ROOMS- Rooms	1	0 Fill	0	0	0	0	0	0

Leave the field blank if you do not want to change the regular availability

Save Above Info.

Clear Above Info.



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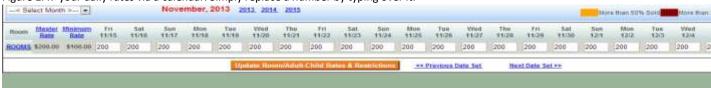


#### STEP 3. MANAGE THE DAILY RATES

You have the option of setting your daily rates in order to create a better user experience. There are two options to set your availability.

1. If your rates fluctuate on a daily basis, you have the option of changing the rates on a day by day basis.

Figure 1.4: your daily rates via a calendar. Simply replace a number by typing over it.



2. You can also manage your rates via the date range tool over large periods of time.

Figure 1.5: your daily rates over a larger time frame























# 15. CASE STUDIES

The Meridian System has been deployed in over 30 key tourism destinations across Canada and the USA. Each deployment is created on its own database structure which allows for an unprecedented amount of customization at the individual DMO level.

**01. RTO 13** - This project features our most advanced reservation platform. Participants are engaging consumers via:

- 1. Property Direct which features consumers being transferred to the property website for final transaction conclusion.
- 2. Advanced CRS which features consumers transactions being processed via the booking engine with no transfer to the operator website for final transaction conclusion. Operators can use Meridian on their own websites.
- 3. Experiential Packages & Attraction Ticketing

**O2. Tourism Vancouver -** This project features the DMO owning only the experiential packaging transactions. The DMO is selling rooms, experiential packages, build your own packages, and finally attractions tickets as individual items.

## 03. Regional Tourism Organization 4 (Stratford Ontario)

This project features the DMO owning only the experiential packaging transactions and dynamic packaging. The DMO is selling rooms, experiential packages, build your own packages, and finally attractions tickets as individual items. This deployment features a complete ticketing interface into the Stratford Festival.



RTO 13 A
www.northeasternontario.com
Contact: Donna Mcleod
Executive Director
705-522-0104
donna@northeasternontario.com



Tourism Vancouver www.reservations.tourismvancouver.com Contact: Candice Gibson Manager, Consumer Marketing 604-631-2842 cgibson@tourismvancouver.com

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Regional Tourism Organization Four Inc. https://reservations.bettertravel.ca Contact: David Peacock Executive Director 519-271-7000 peacock@rto4.ca













5400 Robinson Street, 2nd Floor, Pyramid Place, Niagara Falls, ON, Canada L2G 2A6.

Toll Free: 1-877-641-4653 ext 227 Phone: 905 354 7330 Fax: 905354 1656





# OTHER MAJOR CLIENTS

Destination	Website
Tourism Vancouver	www.tourismvancouver.com
Klondike Visitor Association	www.dawsoncity.ca
Chinook Country	www.exploresouthwestalberta.ca
Thunder Bay Tourism	http://www.thunderbay.ca/Visiting.htm
Sunset Country Tourism	http://sunsetcountry.booknorthwesternontario.com/
Algoma Country Tourism	http://www.algomacountry.com/
Sault Ste Marie Tourism	www.saulttourism.com
Agawa Train Tours	www.agawatrain.com
Sudbury Tourism	www.sudburytourism.ca
NorthEast Ontario Tourism	http://reservations.exploersedge.ca/
Ottawa Tourism	www.ottawatourism.ca
Kingston Tourism	www.stayinkingston.com
1000 Islands Tourism	www.reserve1000.com
Niagara USA CVB	www.niagara-usa.com
Niagara Falls Tourism	www.niagarafallstourism.com
Regional Tourism Organization 4	https://reservations.bettertravel.ca
Central Counties Tourism	www.centralcounties.ca
Kawarthas Northumberland Tourism	www.ourfavouriteplace.ca
Jefferson City CVB	www.missouripentours.com





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## APPENDIX 1- EXPERIENTIAL PACKAGING

Meridian Reservation Systems is the market leader in the concept of experiential packaging engines. Experiential packaging engines are essentially administered by the DMO and consist of the following features:

- Each package is targeted towards a market segment ie: families, girlfriend getaways, urban adventures, and other defined consumer segments
- Each package is fully date sensitive and can be also be used for the promotion of seasonal festivals and events
- Each package can feature automatically included and optional components
- Each package component is checked for availability and minimum "lead to booking". Therefore, all
  packages are fully dynamic allowing system administrators full flexibility in custom tailoring those
  packages
- E-Ticketing fulfillment is part of the Meridian Booking Engine functionality.

### **Central Packaging Purchase Path**

## Step 1. Data Entry

Consumers enter into the booking engine from a widget located on the DMO web site.

Consumers will enter their dates of stay, number of nights and the number of adults and children.

If children are selected from the drop down list, the system will then force the consumer to enter in the ages of the children. Each child is then measured against all the attractions in the first stage of the process. In the example to the right, some attractions might recognize a 17 year old as an adult and others as a child.



## Step 2. Package Availability Check

The first system level check will be for the availability of the package. The packages which are available based on the consumer's selected dates are displayed during this first stage of the process. In most of our deployments we only display available packages. However, it is possible to display packages which





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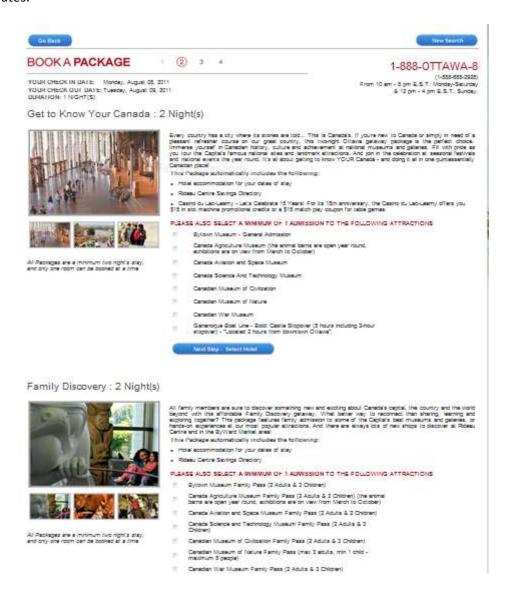








are not available during the selected time period with information on their non availability during the selected dates.







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## **Step 3. Component Selection**

As the package availability is displayed to the consumer, the system will simultaneously check each included component and all optional components for availability and minimum lead time to booking. Only those components which pass this test are displayed to the consumer.

Therefore the text descriptions of the central package tend to be rather generic since the components may vary on a day to day basis.

Administrators have the ability to designate only certain accommodations to the selected package

- Allocate any or all hotels to each package. Therefore packages can be built according to member participation at the individual package level.
- Set the number of optional components which need to be purchased by the consumer
- Set which attractions, restaurants, tours, or events will be associated with each individual package
- Designate whether the package pulls from the default table of package rates or from a discounted package table of rates.

Gert to Kickwi Your Cenada: 2 Night)(4)

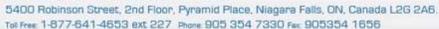
January Cenada: 2 Night)(4)

Janu





















Silver Web Development Silver Software Development

### Step 4. Accommodation Selection

Consumers will select a number of optional components and the system, having trapped the ages of the children, will now determine whether the children should be charged as adults or children based upon their ages

All ticketing costs are now taken and dropped onto the default package rate table to produce total package costs.

At the checkout stage of the process, the consumer's credit card is charged up front in real time for the entire value of the holiday.

All financial reconciliation for the package components is done on the back end of the system with both the DMO and the participating partner seeing the same amount.







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## **Step 5 Confirmation and E-Ticketing**

Consumers will be presented with the ability to print off their E-Tickets for all attraction purchases.

Each E-Ticket contains the following information:

for the DMO

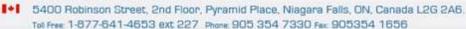
Attraction Name and contact information **Bar Codes** Number of Adult and Children admissions Hotel Name and Dates of Stay **Confirmation Number Attraction Voucher Disclaimer** Global Disclaimer Consumer Information and Contact information



























## APPENDIX 2- REPORTING

The newly developed Meridian Executive Dashboard provides a superior reporting system which allows DMO Management to view information on the following reservation activity:

- I. Executive Level Summary Snapshot
- II. Yearly Comparison Reports
- III. Detailed Reporting

Since 2008, Meridian Reservation Systems has had a partnership with the University of Guelph, School of Tourism, Research and Development. This important partnership has afforded Meridian the opportunity to work with the University in the area of research as well as the resulting report development for the huge amount of accumulated data collected by our system. Over the course of the last year and supported by FED DEV, the Meridian Executive Dashboard was conceived and programmed. The Executive Dashboard was unveiled at the TIAC Congress held in Ottawa at the end of November, 2011. The Dashboard was specifically designed so that DMO Executives would have immediate reporting at their fingertips without having to drill down through the accumulated data.

The data has been optimized for reporting purposes and users will notice that it is entirely possible to run reports over large periods of time without any type of server crash.

Management now has the capability of retrieving reports for any of the following date options;

- I. Specific Date Search
- II. Specific Month Search
- III. Specific Year Search
- IV. Administrators can also create a custom date range search.

The first tool is the data selector. This is located in the top left corner of the screen. You will use this to determine the dates for which you wish to see data and whether to base it off the arrival dates or the reservation dates.

The first item in the data selector is the Calendar.

















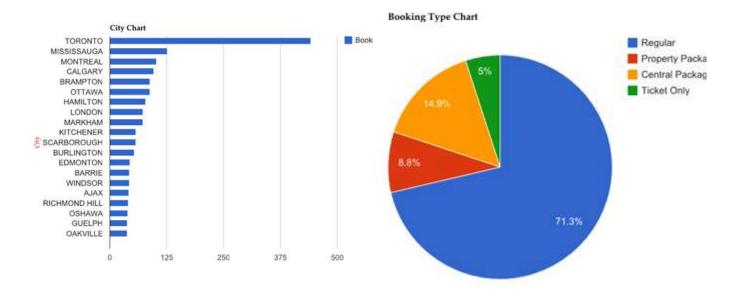








The charts, both the pie graphs and the bar graphs have legends in the top right hand corner. Also, by hovering over a specific section of the chart it will give you more details on it.



**Executive Level Summary Snapshot** – The default screen for the Executive Dashboard provides management with the ability to quickly identify the most popular booking parameters within the reservation system without reviewing each individual report.







































### **Yearly Comparison Reports**

The Executive Dashboard features a number of reports which display data over a 3 year running span.

Management can toggle the reports to move backward in time and retain the 3 year span to provider stronger data analysis.



## **Attraction Sales Summary Report**

<u>Sorted according to the successful, declined, or incomplete transactions</u>

Toggle Option(s) Reservation Date, Arrival Date, Packages Sold, and Affiliate Tracking ID's Valid for any given Date Range

This report breaks out sales according to attractions, tourism service providers (spas etc.), and dining partners for any date range. The reporting feature also sorts the attraction tickets according to tickets sold via a package or via a shopping cart

### **Target Market Intelligence from this report**

From this report, DMO staff can determine the popularity of their non-hotel partners in vacation packaging for consumers. All tickets are itemized and there is a summary at the bottom of the report. From this report, administrators can also see the popularity of packages sold on any given date range.

## **Reservation Report by Country/State**

Sorted according to the County and State and City
Toggle Option(s) Reservation Date, Arrival Date, and Affiliate Tracking ID's
Valid for any given date range

This report provides insight into reservation activity for respective hotel participants and is grouped according to the consumer's place of origin.





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## **Target Market Intelligence**

Once again, this report can be cross referenced against various marketing campaigns for better market intelligence.

## Room and Package Sales by City

According to the Room Only, Selected Packages and by consumers' city of origin Valid for any given Date Range

This report breaks out all sales according to the consumer's address for any date range. If the DMO is using the central packaging feature, this report can be further segmented according to the "package/city breakdown".

## **Target Market Intelligence from this report**

From this report, DMO Staff can determine the origin of the customer base in the Central Reservation System. Management can determine the relative success of any specific package according to the marketing campaign targeted at a geographic sector. For example, consumers from Vancouver have a predisposition to purchase the theatre package etc.

## **Reservation Report by Property**

**According to Property Rating (Usually CAA Diamonds)** Toggle Option(s) Reservation Date, Arrival Date, and Affiliate Tracking ID's Valid for any given date range

This report provides insights into reservation activity for respective participants and is grouped according to the some type of property classification, usually CAA diamonds. This report breaks out all reservations according to a hotel's class from 1 to 5 diamonds.

## **Target Market Intelligence from this report**

System Administrators can immediately determine the overall success of any marketing campaign and its impact on all sectors of the local hospitality industry. This report can be cross referenced against various marketing campaigns for better intelligence. For example a marketing campaign targeted at the luxury market should produce bookings at the 4 and 5 diamond level.























## **Summary of Lead Time to Arrival**

## Toggle Option(s) Reservation Date, Arrival Date, and Affiliate Tracking ID's Valid for any given date range

This report provides information on reservation activity in respect to the number of days a booking is made in advance of the arrival date.

## **Target Market Intelligence from this report**

From this report, management can determine trends in booking activity according to seasonal marketing campaigns. Insight into the proper timing of advertising initiatives is derived from the information extracted in this report.

## **Detailed Summary Reports**

## **Hotel Sales Summary Report**

Sorted according to the accommodation partners Toggle Option(s) Reservation Date and Arrival Date and Affiliate ID Valid for any given Date Range

This report breaks out sales according to all hotel partners for any date range. There are no package items included in these numbers and only represents hotel sales.

## **Target Market Intelligence from this report**

From this report, DMO staff can determine the popularity of their accommodation partners in the Central Reservation System.

## **Reservation Report by URL**

According to the Referring URL and Affiliate ID Toggle Option(s) Reservation Date, Arrival Date, and Affiliate Tracking ID's Valid for any given date range

This report provides information about reservation activity for hotel participants and is grouped according to the referring URL. This report determines the quality and quantity of bookings which may arrive from any number of websites and or specific URLs attached to Tourism Vancouver's reservation system.

## **Target Market Intelligence from this report**

#### Unique URL's

For Example: Tourism Vancouver may choose to run a special marketing campaign where consumers are driven to a different URL apart from www.tourismvancouver.org. Our system will determine the overall success of these marketing campaigns.





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## All referring pages within a URL

The system will record all referring pages within the host URL. System Administrators can choose to tag these pages with tracking IDs or do an analysis based upon the referring page. Management can determine which pages within the host web site send the most traffic to the booking engine.

## Summary of Reservation Activity by Daily Occupancy

Sorted according to the day of the week Toggle Option(s) Reservation Date, Arrival Date, and Affiliate Tracking ID's Valid for any give date range

This report provides information on reservation activity in respect to the days of the weeks that the bookings were made.

### **Target Market Intelligence from this report**

Management can determine whether all bookings or those originating from a marketing campaign were made for weekends or weekdays. From this report, management can determine trends in booking activity according to seasonal or marketing campaigns. The insight into the proper timing of advertising initiatives is derived from the information extracted in this report.





















## APPENDIX 3- STANDARD CONTRACT

This MERIDIAN RESERVATION SYSTEMS Participant Agreement is made as

# MERIDIAN RESERVATION SYSTEMS PARTICIPANT AGREEMENT

of this	day of	, (the "Effective Date"),
BETWE	EN	
		1322947 ONTARIO INC. c.o.b. as
		MERIDIAN RESERVATION SYSTEMS,
		a corporation incorporated under the laws of the Province of Ontario
		(hereinafter "MERIDIAN RESERVATION SYSTEMS")
AND		

#### WHEREAS:

1. MERIDIAN RESERVATION SYSTEMS provides a real-time online reservation program (The "System") to establishments and organizations that allows, *inter alia*, a customer, guest or consumer (the "User") to book reservations on the Internet for accommodations at various participating establishments.

(hereinafter the "Participant")

- 2. The Participant provides its customers with accommodations at its establishment(s) and desires to participate in "The System" and to accept reservations for its accommodations on the Internet via MERIDIAN RESERVATION SYSTEMS's online real-time reservations program.
- 3. MERIDIAN RESERVATION SYSTEMS and Participant are desirous of entering into a participation agreement to permit Participant to purchase certain of MERIDIAN RESERVATION SYSTEMS's Services.

NOW THEREFORE MERIDIAN RESERVATION SYSTEMS and Participant agree as follows:

## 1. SERVICES

- 1.1 All services and products ("Services") provided by MERIDIAN RESERVATION SYSTEMS to Participant are set out in Schedule "A" attached hereto.
- 1.2 In purchasing Services, the Participant agrees to be bound by the terms and conditions of this Agreement.
- 1.3 MERIDIAN RESERVATION SYSTEMS shall use commercially reasonable efforts to provide Participant with the necessary system link or interface so that customers, guests, consumers and any other users of Participant's web site may link directly into the System to check accommodation availability, make a reservation or obtain any other information provided by the System. Participant agrees to be bound by MERIDIAN RESERVATION SYSTEMS's terms and conditions relating to such link or interface.
- 2. SERVICES RENDERED, FEES, CHARGES AND COMMISSION

MERIDIAN RESERVATION SYSTEMS WILL PROVIDE THE PARTICIPANT WITH THE FOLLOWING MODULES FOR THE EFFECTIVE OPERATION OF THEIR CALL CENTRE.

Reservation System
Microsite Display Management System
Customer Service Module
Internal & External E-Mail Broadcast System
Web Site Analytical Package
Customer Review Mechanism (Post Photos & Comments)

- 2.1 <u>One Time Setup Charges</u>. Participant agrees to pay MERIDIAN RESERVATION SYSTEMS a one time setup fee of \$5,000 for the establishment of the Participant on the Meridian Reservation Engine.
- 2.2 <u>Monthly Fees.</u> Participant agrees to pay MERIDIAN RESERVATION SYSTEMS a monthly fee of \$1500 Cdn for the use of the Meridian Reservation System Call Centre Application. All hosting and bandwidth fees are included in the monthly licensing fee.
- 2.3 <u>Deployment.</u> Upon completion of the inventory loading and after the completion of the "soft launch", Participant will acknowledge that the Call Centre Reservation Application is ready to go live and this date will be recorded as the operational launch date. All future licensing payments will be dated to the operational launch date.
- 2.4 <u>Contractual Period.</u> The contractual period will have a term of 3 years with an option for the participant to renew the contract for an additional two years.
- 2.5 <u>Value Added Taxes.</u> Participant agrees to pay directly or reimburse MERIDIAN RESERVATION SYSTEMS for any taxes, including value added taxes, arising out of this Agreement.

2.6 Fees, charges and/or commissions for any other Services provided to Participant and not referred to in the aforementioned provisions shall be as agreed to in writing between the parties.

## 3. PAYMENT AND INVOICING

3.1 Payment of fees, commissions and charges payable by Participant to MERIDIAN RESERVATION SYSTEMS remains the obligation of the Participant and shall not be transferred to any third party under any circumstances.

## 4. TERM AND TERMINATION

- 4.1 MERIDIAN RESERVATION SYSTEMS may terminate this Agreement without any further liability whatsoever by written notice to Participant, effective immediately:
  - (a) if Participant commits any default or breach under Section 5 Rights Granted or Section 6 General Restrictions on Use of System;
  - (b) if Participant fails to pay any moneys due on the due date or neglects or fails to perform or observe any other provisions of this Agreement, which are not cured within ten (10) calendar days following written notice from MERIDIAN RESERVATION SYSTEMS; or
  - (c) if Participant becomes insolvent or voluntarily bankrupt; if an involuntary petition in bankruptcy against Participant is not dismissed within ninety (90) calendar days of filing; if a receiver, assignee or other liquidating officer is appointed for all, or substantially all of Participant's business; if Participant makes an assignment for the benefit of creditors; or if Participant ceases to carry on business in the normal course.
- 4.2 Participant may terminate this Agreement by written notice to MERIDIAN RESERVATION SYSTEMS, effective immediately, if MERIDIAN RESERVATION SYSTEMS materially neglects or fails to perform or observe any provision of this Agreement, which is not cured within ten (10) calendar days following written notice from Participant.
- 4.3 Upon termination of this Agreement, MERIDIAN RESERVATION SYSTEMS shall remove information regarding Participant from the System without notice of such action to Participant, and Participant shall, immediately upon termination, remove any links from its web site to MERIDIAN RESERVATION SYSTEMS and System and return to MERIDIAN RESERVATION SYSTEMS all software, documents, manuals and other materials relating to the System and Participant's use of the System Participant may have in its possession or control. Participant agrees to honour all reservations made via the System prior to termination and shall pay MERIDIAN RESERVATION SYSTEMS the amounts accrued hereunder with respect to the same.

## 5. RIGHTS GRANTED

5.1 In providing Services to Participant, MERIDIAN RESERVATION SYSTEMS may provide Participant with certain software and related manuals to facilitate use of the System (the "Software"). MERIDIAN RESERVATION SYSTEMS

grants Participant a non-exclusive, non-transferrable, revocable licence to use the Software within its own organization solely for the purpose of Participant's participation in the System within the terms and conditions of this Agreement.

5.2 All proprietary rights, including copyrights, in the Software, the System and related manuals shall remain with MERIDIAN RESERVATION SYSTEMS.

## 6. OWNERSHIP OF DATA

The Parties further agree that ownership of the data generated by the System and any other information compiled by the System, including but not limited to the volume of reservations booked on the System for a particular geographic region or class of accommodations, seasonal fluctuations in books or demographic profiles of Users, shall remain with the Participant.

## 7. GENERAL RESTRICTIONS ON USE OF SYSTEM

- 7.1 Participant agrees to the following restrictions on the use of the System:
  - (a) the System is provided solely and exclusively for the internal use of Participant. Participant shall not provide access to the Software or the System to any other person or entity including any affiliate.
  - (b) Participant acknowledges that the System and Software were compiled, revised, selected and arranged by MERIDIAN RESERVATION SYSTEMS through the application of methods and judgment developed and applied through the expenditure of substantial time, money and effort, and constitute valuable copyright, including protected compilations, and trade secrets of MERIDIAN RESERVATION SYSTEMS.
  - (c) Participant agrees to co-operate with MERIDIAN RESERVATION SYSTEMS and protect the copyright and/or any other proprietary rights of the MERIDIAN RESERVATION SYSTEMS in the System and Software, and shall comply with reasonable requests made by MERIDIAN RESERVATION SYSTEMS to protect their rights in the System and Software, both during and after the term of this Agreement.
  - (d) Participant agrees not to sell, transfer, assign, publish, distribute, disseminate, allow any third party access to, or convey any part of the System and/or the Software.
  - (e) Participant agrees not to copy, modify, reverse engineer, disassemble, decompile or decrypt the Software and that it shall not reconstruct, copy or prepare derivative work based on the System or any portion thereof, nor permit others to perform such actions.
  - (f) Participant shall not remove, alter or obscure any proprietary notices in the Software, the System, or any printed extracts.

## 8. RESERVATIONS, BOOKINGS AND ACCOMODATION INFORMATION

8.1 Participant acknowledges and understands that the delivery of e-mail is not fully guaranteed and that two variables may contribute to such delivery: (1)

the Software that sends the e-mail and (2) Participant's Internet Service Provider which processes and administers Participant's e-mail account. Each of these variables is subject to downtimes. Nonetheless, the System has been designed to capture all transactions on the server, thereby backing up all of the reservation information.

## 9. NONDISCLOSURE

- 9.1 "Confidential Information" means information belonging to or in the possession or control of a party which is of a confidential, proprietary or trade secret nature that is furnished or disclosed to the other party under this Agreement. Confidential Information specifically includes any Software and related documentation.
- 9.2 Confidential Information will be deemed to exclude any particular information that: (i) is already known to the receiving party without restrictions at the time of its disclosure by the furnishing party, is made known to the receiving party without restrictions by a third party having the right to do so; (iii) is or becomes publicly known without violation of this Agreement; or (iv) is independently developed by the receiving party without reference to the furnishing party's Confidential Information.
- 9.3 Confidential Information regarding reservation volumes and related consumer data will remain the property of the participant., MERIDIAN RESERVATION SYSTEMS agrees:
  - (i) to hold the participants confidential Information in strict confidence:
  - (ii) to limit disclosure of the participants Confidential Information to personnel furnished by the participant to perform Services hereunder or otherwise having a need to know the information for the purposes of this Agreement and further to warrant that such personnel or third parties, as the case may be, are obligated to and will maintain such Confidential Information in confidence;
  - (iii) not to disclose any such Confidential Information to any third party;
  - (iv) to use the furnishing party's Confidential Information solely and exclusively in accordance with the terms of the Agreement in order to carry out its obligations and exercise its rights under the Agreement;
  - (v) to afford the participants Confidential Information at least the same level of protection against unauthorized disclosure or use as MERIDIAN RESERVATION SYSTEMS normally uses to protect its own information of a similar character, but in no event less than reasonable care; and
  - (vi) to notify the PARTICIPANT promptly of any unauthorized use or disclosure of the PARTICIPANT Confidential Information and cooperate with and assist the PARTICIPANT in every

reasonable way to stop or minimize such unauthorized use or disclosure.

9.4 The provisions in this Agreement restricting the disclosure and use of Confidential Information shall survive termination of this Agreement. The provision in this Agreement restricting the disclosure and use of Confidential Information that constitutes trade secrets shall survive termination of this Agreement for so long as the information qualifies as a trade secret under applicable law.

## 10. NO EMPLOYEE SOLICITATION OR HIRING

- 10.1 During the period beginning with the Effective Date and ending twelve months after the termination of this Agreement, neither party nor its affiliates will offer employment to or hire any employee of the other party or its affiliates without the prior written consent of the employing party. For purpose of the preceding sentence, the terms "employment" and "employee" shall include any form of employment, consulting, contract relationship, or other arrangement pursuant to which such individual will, directly or indirectly, perform services for the other party.
- 10.2 Violation of this Section 9.1 shall subject the violating party to liquidated damages equal to 150% of the greater of:
  - (a) the first year's compensation promised to such employee;
  - (b) the first year's compensation actually paid to such employment;
  - (c) the last year's compensation paid to such employee; or
  - (d) the entire consulting or contract fee promised or paid to such employee.

Compensation for the purpose of the preceding sentence shall include the value of any fringe benefits, bonuses, stock, stock options, use of automobiles or other compensation.

#### 11. RIGHT TO RESELL

- 11.1 Participant grants MERIDIAN RESERVATION SYSTEMS the worldwide, non-exclusive, royalty-free right to use, reproduce, display and transmit on the MERIDIAN RESERVATION SYSTEMS web site and any MERIDIAN RESERVATION SYSTEMS business partner web site, any information or material provided by Participant for inclusion in the System. Such rights shall extend to all centres and/or travel agents if Participant has accepted the call centres and/or travel agents.
- 11.2 Participant represents and warrants that it owns or has sufficient rights in all such information and material to grant the foregoing license.
- 11.3 Participant understands and agrees that MERIDIAN RESERVATION SYSTEMS has control over information that is included in Participant's listing within the System, including photography, text, graphic images and placement of such information into specific geographic and demographic categories.
- 11.4 Participant agrees that MERIDIAN RESERVATION SYSTEMS may, in its discretion, remove any information and/or content that MERIDIAN

RESERVATION SYSTEMS determines does, or may infringe upon, or violate any third party right, or that MERIDIAN RESERVATION SYSTEMS otherwise deems inappropriate.

## 12. WARRANTIES

- 12.1 MERIDIAN RESERVATION SYSTEMS warrants (1) it has the right to grant licence for the use of the Software and/or Services provided hereunder, and (2) the Software and/or System does not infringe any intellectual property rights of any other person or corporation.
- 12.2 MERIDIAN RESERVATION SYSTEMS's exclusive warranty with regards to the services and materials provided under this Agreement is to provide services and materials of professional quality conforming to generally accepted practices in the field of information management and technology.
- 12.3 EXCEPT AS OTHERWISE PROVIDED IN THIS ARTICLE 11, THE SERVICES HEREUNDER, AND ASSOCIATED WEB SITES, CONTENT, AND INFORMATION ARE PROVIDED ON AN "AS IS" BASIS AND THE WARRANTIES, REPRESENTATIONS AND CONDITIONS PROVIDED IN THIS AGREEMENT ARE EXCLUSIVE AND EXHAUSTIVE AND NO OTHER WARRANTIES, REPRESENTATIONS OR CONDITIONS OF ANY KIND, WHETHER STATUTORY, EXPRESS OR IMPLIED (INCLUDING WITHOUT LIMITATION TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, NON-INTERFERENCE, ACCURACY, UNINTERRUPTED OR ERROR-FREE SERVICE, AND ALL OTHER WARRANTIES ARISING FROM COURSE OF DEALINGS OR USAGE OR TRADE), SHALL APPLY, OR BE BINDING IN ANY CIRCUMSTANCES ON MERIDIAN RESERVATION SYSTEMS OR ANY OF ITS AFFILIATES.

## 13. LIMITATION OF LIABILITY

- 13.1 MERIDIAN RESERVATION SYSTEMS shall not be responsible or liable to Participant or any of Participants customers, guests or consumers for any inaccuracies in the data or the information included in the System, nor shall MERIDIAN RESERVATION SYSTEMS be liable under any circumstances for damages in connection with the same, except to use commercially reasonable efforts to correct data or information in its control which cannot be corrected by Participant, such as formatting or system programming changes, within a reasonable time period, after written notice from Participant.
- 13.2 Participant is solely and exclusively responsible and liable for the protection of any of Participant's intellectual property, including, but not limited to the inclusion on Participant's site in the System of any and all statutory or other notices customarily used or required for purposes of providing notice of ownership or protection of Participant's trademarks, trade names, service marks or copyrights.
- 13.3 MERIDIAN RESERVATION SYSTEMS shall not be liable to Participant or any of Participant's customers, guests or consumers under any theory of recovery, whether in contract (including where fundamental breach is alleged and/or proven), in tort (including negligence and strict liability), under warranty, or otherwise, for any special, indirect, incidental or consequential loss or damage by reason of the installation, modification, use, repair,

maintenance or mechanical failure of the Software or the System or any of the other Services provided herein or by any other reason whatsoever, including without limitation, damage to or loss of property or equipment, loss of profits or revenues; loss of use of Participant's property or equipment, increased costs of any kind; or claims of customers of Participant.

13.4 Participant expressly agrees that remedies provided herein are exclusive and that under no circumstances shall the total aggregate liability of MERIDIAN RESERVATION SYSTEMS under any theory of recovery, whether based in contract (including where fundamental breach is alleged and/or proven), in tort (including negligence and strict liability), under warranty, or otherwise, exceed the total price paid to MERIDIAN RESERVATION SYSTEMS hereunder during the twelve (12) month period immediately preceding the event giving rise to such liability.

#### 14. INDEMNITY

- 14.1 Participant agrees to defend, indemnify and hold harmless MERIDIAN RESERVATION SYSTEMS, its officers, agents, employees and customers, from any and all expenses, costs, claims, losses, damages, actions, proceedings or demands of whatsoever nature or kind ("Claim"), including without limitation, all claims for interest and penalties, all legal fees and costs on a full indemnity basis and any special, indirect, incidental and consequential damages whatsoever and damages for loss, arising directly or indirectly from:
  - (a) any breach or alleged breach of the terms and conditions of this Agreement;
  - (b) any materials provided by Participant and included in the System that infringe or allegedly infringe any third party's intellectual property rights, or which are allegedly libellous or defamatory, or otherwise result in injury or damage to any third party;
  - (c) any bodily or personal injury, fatal or otherwise;
  - (d) any destruction, of or damage, to property;
  - (e) any failure to comply with all relevant legal requirements, including without limitation, all applicable federal, provincial and municipal laws, by-laws, regulations and orders;

arising out of or as a direct or indirect result of the performance, purported performance, or non-performance of this Agreement by Participant or its employees or agents.

- 14.2 Participant agrees to allow MERIDIAN RESERVATION SYSTEMS, at its own expense, to participate in the defence and/or settlement of any claim with counsel of MERIDIAN RESERVATION SYSTEMS's choice and Participant further agrees to notify MERIDIAN RESERVATION SYSTEMS promptly in writing and give MERIDIAN RESERVATION SYSTEMS authority, information, and assistance in a timely manner for the defence or settlement of said claim.
- 14.3 Participant shall not enter into any settlement affecting the rights or obligations of MERIDIAN RESERVATION SYSTEMS without MERIDIAN RESERVATION SYSTEMS's prior written consent.

- 15.1 Force Majeure Neither party shall be responsible for any delay or failure of performance resulting from any events or conditions not reasonably within the control of either party, which events or conditions prevent in whole or in part the performance by either party of its obligations hereunder or which renders the performance of such obligations so difficult or costly as to make performance commercially unreasonable. In such event, the party affected shall be excused from performance on a day-to-day basis to the extent of such interference, and the other party shall likewise be excused from the performance of its obligations on a day-for-day basis to the extent such party's obligations relate to the performance so interfered with.
- 15.2 Arbitration Any disputes in connection with this Agreement shall be settled by arbitration in accordance with the Arbitration Act (Ontario); provided, however, should any dispute arise under this Agreement, the parties shall endeavour to settle such dispute amicably between themselves. In the event that the parties fail to agree upon an amicable solution, such dispute shall be determined by arbitration as aforesaid.
- 15.3 Relationship Of Parties MERIDIAN RESERVATION SYSTEMS and Participant are independent contractors. This Agreement shall not constitute a partnership, joint venture, employment, franchise or agency between MERIDIAN RESERVATION SYSTEMS and Participant. Neither MERIDIAN RESERVATION SYSTEMS nor Participant will have the power to bind the other, or incur obligations on the other's behalf, without the other's prior written consent. Personnel supplied by either party will be deemed employees of such party. Except as may otherwise be provided in this Agreement, each party shall be solely responsible for the supervision, daily direction and control of its employees and payment of their salaries (including withholdings of appropriate payroll taxes), workers' compensation, disability and other benefits.
- 15.4 Governing Law -This contract shall be governed and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein, and shall be treated in all respects as an Ontario contract. The parties to this Agreement hereby irrevocably and unconditionally attorn to the exclusive jurisdiction of the Courts of the Province of Ontario and all Courts competent to hear appeals therefrom.
- 15.5 Partial Invalidity The enforceability or invalidity of any provision of this Agreement shall not render any other provision hereof unenforceable or invalid.
- Third Parties Nothing in this Agreement is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the parties hereto and their respective legal representatives, successors, and permitted assigns, nor is anything in this Agreement intended to relieve or discharge the obligation/liability of any third persons to any party to this Agreement, nor shall any provision in this Agreement give any third persons any right or subrogation or action over or against any party to this Agreement.
- 15.7 Notices Any notices or other communications required or committed to be given hereunder, or otherwise in connection herewith, shall be in writing and shall be sent to the parties at the following addresses or at such other address as shall be specified by the parties by like notice:

#### If to MERIDIAN RESERVATION SYSTEMS:

John Pinter, President MERIDIAN RESERVATION SYSTEMS / Info Niagara 1322947 Ontario Inc. 3490 Cardinal Drive Niagara Falls, ON L2H 2X3

Telephone: (905) 354-7330 Facsimile: (905) 354-1656

E-Mail: john@infoniagara.com

If to Participant:

Name, position Company Address

Telephone: Facsimile: E-Mail:

Such notices or other communications shall be deemed to have been given and received (1) on the day of sending if sent by personal delivery, cable, telegram, facsimile transmission or telex; (2) on the next business day after the day of sending if sent by overnight courier service; or (3) on the fifth calendar day after the day of sending if sent by registered or certified mail (return receipt requested).

- 15.8 Successors And Assigns; Assignment This Agreement shall be binding upon and inure to the benefit of MERIDIAN RESERVATION SYSTEMS, Participant and their respective successors and assigns. Participant may not assign or transfer its rights and obligations hereunder without the written consent of MERIDIAN RESERVATION SYSTEMS, which shall not be unreasonably withheld, except in the case of the sale of all or substantially all of the business or assets of Participant provided all of Participant's rights or obligations to perform under this Agreement are binding on Participant's transferee or assignee.
- 15.9 Amendment This Agreement may be amended or modified only by a written instrument signed by MERIDIAN RESERVATION SYSTEMS and Participant.
- 15.10 Section Headings The section headings used herein are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.
- 15.11 *Counterparts* This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 15.12 Severability; Waiver If any provision of this Agreement is found to be contrary to law, the remainder of that provision (if any) and the remaining provisions of this Agreement will remain in full force and effect. The waiver of any breach or default of this Agreement shall not constitute a waiver of any

- subsequent breach or default and shall not act to amend or negate the rights of the waiving party.
- 15.13 Entire Agreement This Agreement constitutes the complete and exclusive agreement between the parties with respect to the subject matter hereof. It supersedes and replaces all prior discussions, negotiations, understandings and agreements, written and oral, regarding such matters. Any additional or different terms in any other agreement or purchase order or other written or oral response by Participant shall be deemed rejected by MERIDIAN RESERVATION SYSTEMS without need of further notice and shall not be part of this Agreement or in any way binding upon MERIDIAN RESERVATION SYSTEMS.
- 15.14 Assignment This Agreement may not be assigned or transferred, in whole or in part, by sale, assignment, transfer, merger, consolidation, or any change of ownership (whether directly or indirectly) of any of the assets or stock of Participant's business ("Transfer") or by any other means without the prior written consent of MERIDIAN RESERVATION SYSTEMS. Any such Transfer, without MERIDIAN RESERVATION SYSTEMS's prior written consent, shall permit MERIDIAN RESERVATION SYSTEMS to immediately terminate this Agreement without any further liability whatsoever.
- 15.15 No Construction Against Drafter If an ambiguity or question of intent arises with respect to any provision in this Agreement, the Agreement will be construed as if drafted jointly by the parties and no presumption or burden of proof will arise favouring or disfavouring either party by virtue of authorship of any of the provisions of this Agreement.

IN WITNESS WHEREOF the parties have signed and sealed this Agreement as of the date first written.

## 1322947 ONTARIO INC. c.o.b. as MERIDIAN RESERVATION SYSTEMS

Ву:						
Name:	John Pinter					
Title:	President					
I have authority to bind the Corporation						
PARTICIPANT –	[NAME:	1				
Ву:						
Name:						
Title:						
I have authority	to bind the Corporatior	ı				

#### **SCHEDULE "A" – SERVICES**

Call Centre Application includes the following modules

\$18,000 Per Year

Reservation System
Microsite Display Management System
Customer Service Module
Internal & External E-Mail Broadcast System
Web Site Analytical Package
Customer Review Mechanism (Post Photos & Comments)

## All Hosting, Bandwidth, and Support Fees\*\* are included in the above annual fee

- All fees are subject to GST, and payment can be made by cheque, payable to Meridian Reservation Systems.
- After the site is taken live with all the modules listed above in a fully operational state, the date will be recorded as the Operational Launch. All future licensing payments will be based upon the operational launch date.
- Meridian will guarantee license fees for a period of 5 years.
- We suggest that the contract have a term of 3 years with an option for renewal for an additional 2 years.

\*\*From our interpretation of the RFP, it is understand that Meridian would be responsible for the training of the participating hotels & call centre personnel in Toronto Tourism Reservation System program. Ultimately the first line of support would become the call centre personnel with Meridian Reservation Systems becoming the next level of support – a "Train the Trainer" structure.

## **Policy on Software Upgrades & Customization Requests**

Generally speaking our applications are always under a constant state of improvement and all upgrades are automatically populated across our client base with no charge to the end user. Suggestions for upgrades come from our client base as well as our own internal staff. The only instances of billing for customized programming occur when the end client request some functionality that is so totally unique and has virtually no chance of being populated across our client base. This is an extremely rare occurrence. A full demonstration of our product line will reveal the quality of our applications.

By populating every upgrade across our client base we assist our clients in improving their performance in this extremely competitive world on-line marketing.

If extremely unique customization is required, then costs will be determined on a case by case basis with customization billed at \$90 Cdn per hour.

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