**SpyGlass Snapshot Audit Agreement**

This agreement, effective as of the later of the dates of signature below ("Effective Date"), is between Montgomery County Schools ("Company"), and The SpyGlass Group, LLC, an Ohio limited liability company ("Auditor").

1. **Primary Audit Services**. Company is engaging Auditor as an independent contractor to analyze its primary telecommunications service accounts (local voice, long distance voice, data and Internet) to seek cost recovery, service elimination and cost reduction recommendations. Auditor will deliver the recommendations to Company, implement recommendations that Company elects for Auditor to implement, and deliver a complete telecommunications inventory to Company.

While Auditor is performing its analysis, Company will not make changes or perform internal cost reduction analysis with respect to provider accounts which Company has included within the scope of Auditor's review.

2. **Fees**. Company will pay Auditor the applicable fee set forth below ONLY for Auditor recommendations implemented within twelve (12) months of Auditor delivering the recommendation to Company:

- 50% of any "Cost Recovery", as defined below
- 12 times any "Service Elimination Savings", as defined below
- 12 times any "Cost Reduction Savings", as defined below

"Cost Recovery" is any refund, credit or compensation received by Company relating to past services or charges.

"Service Elimination Savings" is any monthly cost reduction received by Company relating to cancellation of any service, including monthly usage cost reduction (calculated as the average of the last 2 months of usage costs associated with the cancelled service).

"Cost Reduction Savings" is any monthly cost reduction received by Company relating to the modification, consolidation or negotiation of any service, account or contract, including post discount usage rate improvement (calculated as the (a) decrease in post discount per unit pricing realized by Company for any service, times (b) the average of Company's last two (2) months usage levels measured in such units for the modified service).

3. **Invoicing and Payment**. Fees for Cost Recovery are due as a one-time payment within 10 days of verification that Company has been issued the refund, credit or compensation resulting in such fees. Fees for Service Elimination Savings and Cost Reduction Savings are due as a one-time payment within 10 days of verification that the cancellation or other activity resulting in the Service Elimination Savings or Cost Reduction Savings has been completed. Auditor may issue separate invoices as different fees are earned.

4. **Miscellaneous.** This agreement is governed by the laws of the State of Ohio, without regard to principles of conflicts of law, and may be executed by facsimile and simultaneously in multiple counterparts. Company agrees that Auditor does not warranty the overall performance, Company satisfaction, or data accuracy of any telecommunications related carrier, provider, software manufacturer or vendor at any time whatsoever during or after the term of this agreement. AUDITOR SHALL NOT BE LIABLE TO THE COMPANY FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR BUSINESS INTERRUPTION, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT OR OTHERWISE, EVEN IF EITHER PARTY HAS BEEN WARNED OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGE IN ADVANCE. IN ADDITION, IN NO EVENT SHALL AUDITOR'S LIABILITY TO COMPANY EXCEED THE FEES ACTUALLY PAID BY COMPANY TO AUDITOR.

**IN WITNESS WHEREOF**, the parties hereto have executed this agreement as of the Effective Date.

**COMPANY**

Montgomery County Schools

Signature: Kathy W. Johnson

Print Name: Kathy W. Johnson

Date: 10/2/13

**AUDITOR**

The SpyGlass Group, LLC

Signature: _____

Print Name: Edward M. DeAngelo

Date: _____

Montgomery County Schools

441 Page Street • P.O. Box 427 • Troy, North Carolina 27371-0427

(910) 576-6511 FAX (910) 576-2044

## Letter of Agency – Authorization to Access Telephone Provider Records

By signing this letter below, I am giving authorization to The SpyGlass Group, LLC and its affiliates (a) to access any and all customer service records, account information, contracts, long distance carrier information, customer proprietary network information, pending order activity and/or any other information relevant to my local or long distance telecommunications service (voice or data), and (b) to establish electronic or online access to any billing for such service, if not already established, or if already established, to be provided login information for such electronic or online access. At SpyGlass' request, I give authorization to Provider to transmit Customer Service Records via fax to 440-348-9355 or mail to The SpyGlass Group, LLC, 2001 Crocker Road, Suite 200, Westlake, Ohio 44145. I represent that I have the authority to execute this form and grant this permission and I hereby desire for SpyGlass to be added as an authorized point of contact (POC) for these accounts. This permission shall remain in effect until I affirmatively revoke it. If I withdraw the authorization set forth in this Letter, I will notify Provider immediately in writing.

Client Information:

Signing Employee's Name: Kathy H. Johnson

Company Name: Montgomery County Schools

Address: PO Box 427

City, State, Zip: Troy, NC 27371

Telephone: 910-576-6511

Provider Information:

Provider Name: _____

Account Number (s):

Authorized Signature: _____

Date: _____