

SPYGLASS EXECUTIVE SUMMARY

Company Overview – The SpyGlass Group, LLC

- ◆ Specialized cost consulting firm focused on auditing telecommunications service billing (local and long distance voice billing, internet and data line billing, including T1s, and wireless billing).
- ◆ Totally vendor independent with no agency or distributor relationships with carriers.
- ◆ Organizations that engage SpyGlass typically have one or more of these concerns:
 - ◆ They desire cost savings and more transparency into the complex bills they receive.
 - ◆ They are interested in identifying the services they pay for but don't use.
 - ◆ They don't feel their carriers have their best fiscal interests in mind.
- ◆ Actively operating in all 50 states and Canada with more than 9,000 clients

The SpyGlass Process for Your Organization

- ◆ SpyGlass' proprietary analytical process will identify opportunities in the following areas:
 - ◆ Recovery of past bill mistakes - billing inconsistent with contracts or tariffs
 - ◆ Elimination opportunities - usage analysis to uncover dormant services
 - ◆ Cost reduction opportunities – overall optimization of the cost center
 - ◇ Consolidation and volume leveraging
 - ◇ Geographic market analysis to streamline rate structures
 - ◇ Slamming and cramming identification
 - ◇ Fraud, tariff, and tax analysis
- ◆ Steps of the audit process
 - ◆ Kickoff to collect materials needed (2 months billing and Letter of Agency)
 - ◆ Analysis completed at SpyGlass HQ and takes SpyGlass 2-4 weeks to complete
 - ◆ Findings are presented to client along with account inventories
 - ◆ Client determines which recommendations it would like to implement
 - ◆ SpyGlass performs all implementation work
- ◆ Success based fees
 - ◆ No start-up, analytical, or minimum fees
 - ◆ Fees only pertain to the recommendations your organization selects
 - ◆ 50% of Cost Recovery (refunds or credits we are bringing back in the door)
 - ◆ 12 times any monthly service elimination and cost reduction savings, which guarantees ROI within one year or less and client owns all ongoing savings

Why Organizations Need SpyGlass

- ◆ Organizations struggle to find these savings on their own because the carrier billing only provides about 25% of the data needed to control the cost center. SpyGlass can get the rest of the data
- ◆ Carrier billing statements are notoriously vague and difficult to understand
- ◆ Client staff is stretched thin and lack expertise to thoroughly conduct review internally
- ◆ Organizations cannot use their own providers to find these savings because their providers aren't financially motivated to audit their own billing. This is taking money out of their own pockets. On the other hand, SpyGlass is only compensated if savings are found

Spy Glass

25777 DETROIT RD, STE 400 * WESTLAKE, OHIO 44145 * 800.466.2186

WWW.SPYGLASS.NET

From beginning to end, SpyGlass was very professional and delivered what was expected. As promised, the audit process was straightforward and a minimal time commitment on our end. After getting basic data and materials into your hands, SpyGlass quickly did all the heavy lifting while we focused on other priorities in our business. The results and savings generated were far beyond what we had hoped. SpyGlass certainly assisted us in this by uncovering various opportunities to recover past over-billing by our providers and correcting inefficiencies that will save us money for years into the future." – Robert S. Klockner, CEO of the Village Network

Thank you for the good work your company did on the telecom audit for the City of Marco Island. You worked really hard to get people to help you with the audit, but delivered great results. As a result of the audit, you found errors made by our providers that have been repeated month after month. If you did not catch the mistakes, we would still be paying for them. In addition to finding the billing errors, your people worked in great detail to locate services we either do not pay for or that are underbilled. Your firm is truly customer's advocate and we would recommend your services to other organizations that find it difficult to effectively analyze the detailed and confusing billings from the service providers. Your firm has helped us to better understand the issues and we feel better equipped to control these costs in the future." – William P. Hanson, Finance Director, City of Marco Island

SpyGlass Snapshot Audit Agreement

This agreement, effective as of the later of the dates of signature below ("Effective Date"), is between County of Lamb ("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, Internet, and wireless) 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 Texas, 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. Each person signing this agreement on behalf of a party represents that he or she has been duly authorized to sign this agreement and to bind the party on whose behalf this agreement is being signed by that signatory. 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

County of Lamb

Signature: _____

Print Name: James M. DeLoach

Date: 10-5-18

AUDITOR

The SpyGlass Group, LLC

Signature: _____

Print Name: Edward M. DeAngelo

Date: _____