

# Letter of Authorization/Consultant Non-Disclosure and Confidentiality Agreement

Date: 2/2/2023

To: AT&T

Please be advised that we, **County of Vermillion, IL** (the "Customer"), have entered into an agreement with The SpyGlass Group, LLC (the "Consultant"), with an office location at 25777 Detroit Road, Suite 400, Westlake, Ohio 44145, to operate as our agent to AT&T for the purpose of providing Customer with **performing telecom management billing analysis** (the "Consultancy Work"). Consultant will perform the Consultancy Work in connection with the AT&T services and accounts identified below (collectively, the "Services"):

### Wireline Services

Service Type	Scope of Authority
PRI, POTS, CTX, IP Flex, DIA, MIS, LD, T1, MPLS, ASE, C1 Bundle	Obtain CSRs, contracts, bills copies, and any account information or reports relevant to local, long distance, voice, and data services. Make changes to accounts.

### Account Numbers

171-803-1646 001	831-000-7569 883	831-001-1582 242	831-001-1582 271
829-000-2676 766	831-000-7569 884	831-001-1582 243	831-001-1951 549
831-000-7743 172			
829-000-2736 748			
831-000-9461 868			

Account numbers may be added by an amendment to this LOA/NDA that will be signed only by the Consultant and AT&T. AT&T will provide the form of amendment to the Consultant upon request. If request for information is outside what has been defined in this section, a new LOA/NDA to cover the request for information will be required).

Subject to the terms and conditions of this Letter of Authorization/Consultant Non-Disclosure and Confidentiality Agreement ("LOA/NDA"), AT&T agrees: to accept Customer's authorization and designation of the Consultant to perform the Consultancy Work and to otherwise reasonably cooperate with the Consultant in accordance with the intents and purposes of this LOA/NDA.

Letter of Authorization/NDA ("LOA/NDA") agreement expiration date: 2/2/2024

Customer hereby authorizes AT&T to release to Consultant any and all information necessary for Consultant to perform the Consultancy Work. Customer acknowledges and agrees that AT&T's release of such information does not breach any confidentiality, privacy or security obligations that may be in place between AT&T and Customer. Customer acknowledges and agrees that Consultant may perform certain of the Consultancy Work by using certain of AT&T's online ordering and management tools that require a login and password. Customer understands and agrees that it is responsible for maintaining the confidentiality of such information and for restricting access to its computers. Customer

agrees to accept responsibility for all activities that occur under its account with its login or password. Customer agrees that AT&T may rely on the authority of anyone accessing Customer's account or using its login and password.

All information that is confidential and proprietary to AT&T ("AT&T Confidential Information") shall be labeled or confirmed as such and shall be deemed the property of AT&T, and the obligations of confidentiality, non-disclosure and use as set out herein shall continue to apply even without such labelling or confirmation when the nature of the information would cause a reasonable person to know it is confidential and as such is to be treated in accordance with the provisions of this LOA/NDA whether or not labelled or confirmed. Consultant shall hold all AT&T Confidential Information it receives in confidence for at least three (3) years following the receipt and or at least three (3) years after the expiration of the longest service agreement between AT&T and Customer, whichever period is longer.

Consultant may disclose AT&T Confidential Information to Customer and Consultant's subcontractors, provided such subcontractors are not direct competitors of AT&T and have agreed in writing to confidentiality, non-disclosure obligations and use restrictions at least as restrictive as set forth herein, and such parties agree to hold all such information in confidence.

Consultant further agrees that only the persons actively involved in the Consultancy Work may receive AT&T Confidential Information and only strictly for the purpose of performing the Consultancy Work. No one performing any activities in direct or indirect competition with AT&T in any manner, is authorized to obtain or have access to or use any AT&T Confidential Information for any reason.

Without in any way limiting any of the foregoing and for clarification and avoidance of doubt, Customer and Consultant are strictly prohibited from disclosing in any way any AT&T Confidential Information to any party offering or proposing to offer telecom expense management services ("TEM Supplier") who is a direct or indirect competitor of AT&T. Customer and Consultant agree that any such disclosure is a material breach of this LOA/NDA. Customer and Consultant represent and warrant that, except as otherwise set forth herein, any TEM Supplier who is a direct or indirect competitor of AT&T will not be involved in any way with the Consultancy Work and will have no access to or be provided with any AT&T Confidential Information in any way or format.

Except as expressly permitted herein, a receiving party may not disclose AT&T Confidential Information to another party unless required by law to provide such Confidential Information or with the prior written consent of AT&T exercisable at AT&T's sole discretion.

Customer shall be fully liable for any breach of any terms or conditions of this LOA/NDA, including without limitation any breach by the Consultant and its employees, directors, officers, agents, subcontractors and representatives.

Customer or AT&T may terminate this LOA/NDA on forty-five (45) days written notice, provided, however, that AT&T may immediately terminate this LOA/NDA without notice if Customer and/or Consultant fails to comply with the terms or conditions of the LOA/NDA. Any modification or termination of Customer's authorization and designation of the Consultant or the Consultant's authorized personnel must be communicated to AT&T by an authorized Customer representative via written or electronic notice. The parties agree that the confidentiality and non-disclosure obligations and use restrictions undertaken herein shall survive and continue after any termination of this Agreement.

The parties acknowledge that AT&T Confidential Information provided under this Agreement may be subject to U.S. export laws or regulations or those of other jurisdictions. The parties shall not use, distribute, transfer or transmit AT&T Confidential Information (even if incorporated into products, software or other information) except in compliance with such laws and regulations. If requested, the parties shall sign written assurances and other export-related documents as may be required to comply with such laws or regulations.

In the event of unauthorized disclosure or use of AT&T Confidential Information and any breach of a term or condition of this LOA/NDA, AT&T shall be entitled to seek injunctive relief, in addition to any other damages or remedy AT&T may be entitled to at law or in equity.

The laws of the State of New York shall govern the agreement described in this LOA/NDA.

This LOA/NDA constitutes the entire understanding of the parties regarding the subject matter herein, which includes all prior discussions in any form between the parties.

Without in any way limiting the foregoing, this LOA/NDA is not intended to and does not modify in any way any agreement between AT&T and Customer.

AT&T may assign this LOA/NDA in whole or in relevant part to an AT&T affiliate without notice to Customer.

The parties have executed and agreed to be bound by this LOA/NDA by the signatures of their representatives below. Each party represents and warrants that the person executing this LOA/NDA on its behalf is fully authorized to do so.

**CONSULTANT:**

**CUSTOMER:**

The SpyGlass Group, LLC

County of Vermilion, IL dba Vermilion County Technology Services

(Consultant Business Name)  
25777 Detroit Road, Suite 400, Westlake, OH 44145

(Customer Business Name)  
201 N. Vermilion St. Danville, IL 61832  
(Customer Business Address)

(Consultant Business Address)  
Jon Suntala

Larry Baughn - County Board Chairman

(Consultant Contact Name)  
440 348 9359

(Customer Contact Name and Title)  
217 554 6000

(Consultant Contact Number)  
jsuntala@spyglass.net

(Customer Contact Number)  
lbaughn@vercounty.org

(Consultant Contact Email Address)

(Customer Contact Email Address)

DocuSigned by:

*Jon Suntala*

0BFE354C81C3419...



(Consultant Contact Signature)

(Customer Contact Signature)

2/22/2023

2/21/2023

(Date)

(Date)

**AT&T Corp.**

*Heather Lenhart*

(AT&T Contact Signature)

Heather Lenhart

(Typed or Printed Name)

Associate Director Billing Ops

(Title)

02/23/2023

(Date)