

DRAFT

Letter of Engagement

May 27, 2008

Terry Emery
Director, Gahanna Service Department
200 S. Hamilton Road
Gahanna, OH 43230

Dear Terry,

Per our ongoing conversations, this letter of engagement is a follow-on proposal for services SZD Whiteboard LLC an Ohio limited liability company (Whiteboard) can provide to the City of Gahanna (Gahanna or the City) to assist in implementing the recommendations of the broadband strategic plan, along with the Automatic Meter Reading, fiber and wi-fi systems recommended in our initial report.

This letter outlines our objectives and the scope of the engagement. Also included is our proposed fee arrangement and other related matters. We will of course be willing to discuss any modifications to this proposal you may wish.

Background

As the result of our first partnership, Gahanna now has a plan in place to improve broadband assets within the City. This includes both fiber-optic and wireless services. While the implementation of this plan will create a competitive advantage for the City, many technical, administrative and partnership questions need to be addressed that are beyond the scope of the original engagement. This proposal seeks to address those questions by providing Gahanna with an ongoing relationship to assist the City in implementing the broadband strategic plan.

1. Proposed Scope of Engagement

Whiteboard will assist Gahanna to address ongoing implementation issues as the new fiber-optic network is being designed and installed. This proposal covers a large scope of issues that Whiteboard will assist the City with throughout the implementation process. Whiteboard will act

EXHIBIT A

on behalf of the City to provide strategy and advice during the implementation of the network to ensure that Gahanna fully leverages this new asset and maximizes your return on investment. While Whiteboard is available to address any questions or concerns that arise within the City during implementation, the primary focus of the assistance will include:

A. Assist Gahanna in Managing the Construction of New Fiber-optic and Wireless Networks

These services will include regular construction meetings with vendors and managing the Request for Proposals (RFPs).

B. Implement Gahanna's Connection to the Third Frontier Network (TFN)

While the original phase of the project consisted of designing a strategy and meeting with the critical Ohio Supercomputer Center representatives to develop a plan to connect to OSCNet, this proposal focuses on facilitating the connection between Gahanna and OSCNet for the purpose of procuring inexpensive bandwidth from the State of Ohio.

C. Provide General Consultation to the City of Gahanna regarding the Planned Fiber and Wireless Networks

As Gahanna begins to implement these projects and to create application, various questions and concerns will arise that need to be addressed. Whiteboard's Principals will make themselves available to assist the City in answering these types of questions and providing strategy to fully leverage these new investments.

2. Payment and Engagement Terms

Whiteboard will provide these proposed services on an hourly basis at the request of the City for \$200 per hour for Greg Dunn's time for a period of Twelve (12) months. Any work performed by associates Tricia Bill and Asim Haque or Jeff Gamrath, Director of Broadband Services will be billed at \$150 per hour. Billing will not exceed \$4,200.00 in each month. Any amount in excess of \$4,200.00 will carry forward to next month, but in no event will the total billing exceed \$50,400.00.

This engagement shall begin _____ and conclude _____. Whiteboard will invoice Gahanna at the conclusion of each month during the engagement period with a detailed report of the hours spent on the engagement.

3. Client Responsibilities

Gahanna shall provide Whiteboard with all information required by it to perform hereunder and cause its representatives and employees to cooperate and be reasonably available to Whiteboard. Whiteboard may rely upon the accuracy and completeness of all documentation and information provided by Gahanna.

4. Warranties; Remedies

Except as expressly provided in this letter, WHITEBOARD DOES NOT MAKE AND EXPRESSLY DISCLAIMS, AND GAHANNA WAIVES, ANY AND ALL OTHER WARRANTIES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, ANY AND ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE REGARDLESS WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, OR ALLEGEDLY ARISING FROM ANY USAGE OF ANY TRADE OR ANY COURSE OF DEALING. GAHANNA ACKNOWLEDGES AND AGREES THAT WHITEBOARD SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER, including, without limitation, damages for loss of profits, savings or loss of anticipated benefits, even if Whiteboard was advised, had other reason to know, or in fact knew of the possibility of such damages. Gahanna's exclusive remedy for a breach by Whiteboard hereunder or otherwise relating to the services or deliverables shall be the replacement or correction of such services or the return of an appropriate portion of the cost of the applicable services/products, as reasonably determined by Whiteboard.

5. Miscellaneous

This letter contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this letter. If any provision of this letter will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this letter is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited. This letter may be modified or amended in a writing signed by all parties. This letter shall be construed in accordance with the laws of the State of Ohio. The parties hereby consent to the exclusive jurisdiction of the courts of the State of Ohio in Franklin County, and the federal courts located therein and waive any contention that any such court is an improper venue for enforcement or interpretation of this letter.

If you have any questions regarding this engagement, do not hesitate to call. Otherwise, please have the appropriate signatories acknowledge the receipt and acceptance of this engagement

Mr. Terry Emery
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letter by signing and dating the enclosed copy of this letter on the spaces provided below and returning a copy to me. We look forward to working with Gahanna and assisting you in developing your strategic plans.

SZD Whiteboard, LLC
an Ohio limited liability company

Gregory J. Dunn, Principal

Date _____

The City of Gahanna, Ohio

Becky W. Stinchcomb
Mayor, City of Gahanna

Date _____