CONSULTING AGREEMENT

E-rate Consulting LLC, P.O. Box 527 Woodmere, New York 11598, A New York Limited Liability Company ("ERC") agrees to provide services to DDI , ("School") which is located at 99 Hollywood Drive, Smithtown, NY 11787 in accordance with the terms and conditions set forth below the following services:

a. Review all E-rate related documentation, included but not limited to, Technology Plans, Forms 470, 471, 486, 472, Program Integrity Assurance such as initial requests for clarification of service requests and Selective Review such as inquiries on the application process itself, Funding Commitment Decision Letters such as funding award letters, Appeals, Recovery Letters and all E-rate related services.

b. Submit online in your behalf, if requested, any and all of the above cited documentation. **HOWEVER,** the School's representative(s) shall file a paper certification or use their **PIN** to **CERTIFY** that all of the information contained within those forms that we have compiled is a true and accurate representation of the material facts.

c. The term of this agreement shall be for Funding Years , **2012, 2013, 2014** and shall continue until all Funding Request Numbers issues such as specific line items requests for funding shall be resolved. Automatic renewal for 2013 & 2014 is contingent upon securing funding for year 2012.

d. E-Rate Consulting LLC **does not** and **will not** represent any vendor you retain. However, E-Rate will review, the vendor history with the E-rate program, vendor contracts for

compliance with E-rate regulations, contact your selected vendor to clarify the services you are receiving, if necessary, and whether services requested are eligible for funding.

e. Due to the known changing nature of this program, E-rate Consulting LLC **DOES NOT** warrant or represent success in the securing of the E-rate funding. E-Rate will utilize its extensive experience with the program, its understanding of its complex regulations and the input from the state coordinator of E-rate and in the securing of the funding. E-rate Consulting LLC's role is strictly on an **advisory** basis and it will render its opinion as to its understanding of the best practices related to this program; however, School and its representative shall have the **final decision** as to all aspects of the program.

f. The School is expected to provide timely responses to E-Rate's inquiries so that E-rate's deadlines and requests for information can be met. *The failure by the School to do so may cause a loss of funding.*

g. ERC is to be compensated at a rate of % for **Telecomm** and **7%** for **Internal Connections** of the award or recovered funds, which shall be due to E-rate Consulting LLC after a Funding Commitment Letter has been issued by the Schools and Libraries Division of USAC (SLD) that the School has been granted the award, or a new FCDL that funds have been recovered (the "Funds"), or the School has received the Funds or the Technology Plan has been approved, a 1 ½% late fee per month will be assessed on all fees due after 45 days.

h. The fees referred to in paragraph h **shall not** include the **Technology Plan** if applicable, for which a separate fee o 00 is to be paid, which fee shall be

paid upon the presentation by E-Rate Consulting to the School after the plan has been approved.

i. The parties shall have the right to extend the period of this agreement at any time until the termination of this agreement. Any extension of this agreement shall be writing and shall be executed in the same manner as the execution of this agreement.

j. That if any of the provisions of this agreement shall be deemed to be null and void the remaining provisions of this agreement shall remain in full force and effect.

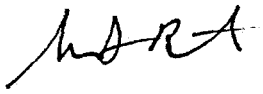
k. In the event of any dispute between E-Rate Consulting and the School, such dispute shall be adjudicated exclusively in the courts located within the County of Nassau, State of New York. In the event that E-Rate Consulting shall prevail in any such proceeding, the School shall be responsible for reimbursing E-Rate Consulting its legal fees and expenses incurred with respect to such dispute.

l. This agreement has been negotiated and executed in the State of New York. As such, the provisions of this agreement shall be governed by New York law.

m. Each party has had the opportunity to review this agreement with attorneys, accountants or other professionals. Each party represents that after consultation with its attorneys, accountants or other professionals, that each fully understands the terms and conditions of this agreement. Each party further represents that each is entering into this agreement of its own free will and not as the result of coercion, fraud, duress or undue influence exercised by either party upon the other or any other person or entity. Each party further acknowledges that the terms of this agreement are fair, reasonable and satisfactory.

n. Each party acknowledges that this writing represents the entire understanding of the parties.

E-rate Consulting LLC



12/6/11

Richard Bernstein
President

Date

DDI

By: 12/5/11

Authorized Representative

Date

Executive Director

Title of Representative