

EXHIBIT Z

To: Powell, Josh[JPowell@nrahq.org]
Cc: Hayes, Tony[THayes@nrahq.org]; Frazer, John[John.Frazer@nrahq.org]
From: Spray, Craig
Sent: 2018-09-01T19:49:47Z
Importance: Normal
Subject: Re: Contract Status
Received: 2018-09-01T19:49:54Z

Josh,

Tony is working this and John (cc'd) has been involved as well. Unfortunately it appears that McKenna/Looking Glass are way out of line on pricing. These things take time to vet as they are not always apples to apples. We should have a better perspective as we get clarification on competing bid(s) This is another reason why we need to be careful committing association funds on sole sourced agreements....especially without clear scope of work or clear payment terms.

(My perspective only, this may not be the case). Of course we will always pay for services rendered if emergent and provided in good faith. Go forward commitments, however need to have some level of discipline. None of us want to pay more than market value for anything. The note below implies that commitments were made and I'm not aware of those. Looking Glass also states that they continue to provide service, I'm also not aware of what these services are or who agreed to them.

We can discuss more, Tony has more detail and can give a better overview. I'm not sure if you had a chance to review the status email I sent you awhile back but that continues to be a good background summary.

Best,

Craig

On Sep 1, 2018, at 3:27 PM, Powell, Josh <JPowell@nrahq.org> wrote:

Craig,
Of course verbal agreement can end up here.

You were in the meeting with the whole team at McKenna. The outcome of the meeting was Tony was to develop the go forward plan. I'm baffled why we can't get from that meeting and an agreement approved by the association.

We all know exactly why we didn't initially get under contract. We were under a full blown cyber attacking followed by a cyber campaign that led to us losing all of our affinity programs.

If our opinion has changed then let's discuss that. If we now think that level of cyber security is not necessary than we should discuss it.

-Josh

Sent from my iPhone

On Sep 1, 2018, at 11:27 AM, Spray, Craig <CSpray@nrahq.org> wrote:

I know. My point is that verbal agreements lend themselves to this type of problem.

Craig B Spray

On Sep 1, 2018, at 11:52 AM, Powell, Josh <JPowell@nrahq.org> wrote:

This is Looking Glass.....

Sent from my iPhone

On Sep 1, 2018, at 10:49 AM, Spray, Craig <CSpray@nrahq.org> wrote:

What services have been rendered? Who agreed to services and price? This is why we need contracts/agreement before work is performed.

Craig B Spray

On Sep 1, 2018, at 11:40 AM, Powell, Josh <JPowell@nrahq.org> wrote:

FYI

Sent from my iPhone

Begin forwarded message:

From: Chris Coleman
<ccoleman@lookin-glasscyber.com>

Date: August 31, 2018 at 6:23:28 PM CDT

To: "Powell, Josh" <JPowell@nrahq.org>
Subject: Contract Status

Josh,

I have been in contact with our joint partner and it seems that there is no end in sight for the ratification of our contract.

We greatly value the partnership that we have been building with the association and we have worked everyday since our prior agreement ended. I understand that the organization is undergoing some restructuring and I am sure it is the right thing for the future of the organization. However, we are paying an unfair price for this and our contract is still in limbo.

In order for us to continue providing service we will need our contracted executes by 9/14 and our outstanding services rendered paid by 9/31.

Thank you for your understanding and cooperation.

Chris Coleman
CEO
Lookingglass Cyber Solutions Inc.
(703) 216-2309