

T-Mobile for Education Renewal Agreement No. 1128954

This T-Mobile for Education Renewal Agreement (“**Renewal Agreement**”) is effective as of the date the second Party signs this Agreement below (“**Renewal Agreement Effective Date**”), and is by and between T-Mobile USA, Inc., a Delaware corporation (“**T-Mobile**” or “**Contractor**”), and Crowley Independent School District, a(n) State of Texas, K-12 Public School District, TEA Region 11, with its principal place of business at 512 Peach Street, Crowley TX (“**Customer**”).

T-Mobile and Customer are parties to the following T-Mobile for Education agreements (the “**Original Agreements**”):

- T-Mobile for Education Agreement for **1,000** lines of Service, dated March 20, 2020, activated under billing account number 969573089.
- T-Mobile for Education Covid-19 Agreement (Hotspot) for **1,500** lines of Service, dated September 1, 2020 (T-Mobile CLM# 896329), activated under billing account number 969573089.
- In addition, the Parties are unable to locate the original agreement(s) for an additional **200** lines of Service activated under billing account number 963919185.

It is acknowledged and agreed that to the extent the parties remain unable to locate the original agreement(s) for these **200** lines of Service: (i) the “Master Agreement” governing such lines of Service (and any related Devices) will be the Master Agreement identified in this Renewal Agreement, and (ii) to the extent the terms and conditions of the Master Agreement reasonably can be applied to such lines, the terms and conditions of the Master Agreement will apply to such lines of Service (and any related Devices).

T-Mobile and Customer desire to renew their Original Agreement in accordance with the terms and conditions of this Renewal Agreement. The Original Agreement and the Renewal Agreement are collectively the “**Renewed Agreement**.”

AGREEMENT

1. Underlying Agreement. Customer agrees to purchase wireless mobile Services and Devices from T-Mobile and T-Mobile agrees to provide the Services and Devices to Customer based on the prices listed below. The terms of Customer’s purchase and use of the Services will be governed by this Agreement and the State of Texas Department of Information Resources Contract #DIR-TSO-3416 (“**Master Agreement**”).

- (a) The terms and conditions of this Agreement or the Master Agreement will not be modified or superseded by any terms and conditions in a Customer generated Purchase Order. Purchase Orders will have no force or effect other than to denote quantity, the products or services purchased, delivery destinations, requested delivery dates and any other information required by this Agreement.
- (b) In the event the Master Agreement is terminated or expires and is not renewed prior to the expiration of the Term of this Agreement, T-Mobile may enter into a follow-on master agreement for the period after termination or expiration of the Master Agreement (a “**New Master Agreement**”), in which case the New Master Agreement will be substituted for the existing Master Agreement for the remainder of the Term, and the terms and conditions of the New Master Agreement shall supersede and replace the terms of the existing Master Agreement. In the event that the Master Agreement is terminated or expires and is not renewed prior to the expiration of the Term, and T-Mobile does not enter into a New Master Agreement, then Customer and T-Mobile will (i) mutually agree to amend this Agreement in order to transition it under another available master agreement to be substituted for the Master Agreement; or (ii) enter into a mutually agreeable alternative agreement to be substituted for the Master Agreement.

2. Renewal Term. The parties agree that the term of the Original Agreement is renewed for the following renewal period after the expiration date of the Original Agreements (“**Renewal Term**”):

- One (1) year, starting on the day after the expiration date of the Original Agreements and will terminate on June 30, 2022.
- The Renewal Term may be extended upon the mutual written agreement of both parties up to two (2) consecutive 12-month periods, not to exceed June 30, 2024.

Notwithstanding anything to the contrary in the Original Agreement or this Renewal Agreement, the Renewed Agreement will remain in effect until each active line of Service under the Original Agreement or this Renewal Agreement has completed its minimum service term. In addition, following the expiration of the Renewal Term, T-Mobile will continue to provide the Services to Customer under the pricing

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and discounts set forth in the Renewed Agreement, or, with 30 days' advance notice to Customer, at standard list pricing, until either party provides 30 days' advance written notice to terminate the Services.

3. Renewal of Service/Devices. Customer activated a total of **2,700** lines of Service (“**Original Line Number**”) and purchased/received a total of **2,700** Devices (“**Original Device Number**”) pursuant to the Original Agreements. This Renewal Agreement applies to the following portions of the Original Line Number and Original Device Number:

- The entire Original Line Number and entire Original Device Number

Offer/Pricing. Customer agrees to maintain the following lines of Service and, if applicable, Devices. Amounts listed below do not include any applicable taxes and surcharges.

Total # of Lines of Service	Rate Plan	Service Period Length (months)	Total Service Charge for Term	Pre-Subsidy Cost per Device	Total Pre-Subsidy Cost of Devices	Total Subsidy Amount to Customer under T-Mobile EmpowerED Program (Subsidy from Section 3 x # of Lines)	Total Customer Commitment for Service and Device for the Term of the Agreement ¹
2,700	\$15.00/line/month* [\$20.00 unlimited plan-\$5.00 credit/line/month]	12	\$486,000.00	N/A**	N/A**	N/A**	\$486,000.0

¹Total Customer Commitment for Service and Device is equal to the Total Service Charge for Term added to the Total Pre-Subsidy Cost of Device subtracted from the Total Subsidy Amount to Customer under the T-Mobile EmpowerEd Program.

*Content filtering included.

**Customer intends to utilize its existing Devices with the exception of the number of Devices listed in the Replacement Devices Section below.

T-Mobile will provide Customer with a number of similar (i.e., hotspot, tablet, as applicable) replacement Devices (“**Replacement Devices**”) for the Renewal Term.

T-Mobile will provide Customer with **200** Replacement Devices upon commencement of the Renewal Term, at a **100%** discount off MSRP for each New Device.

With respect to lines of Service that receive a Replacement Device with the Device Discount/Subsidy described above, the Device Discount/Subsidy repayment (i.e., “clawback”) terms and conditions in the Original Agreement, if any, will be applied in the same manner to such Replacement Devices with respect to the Renewal Term. Customer’s total commitment for Replacement Devices is shown in the following table:

Total # of Replacement Devices	Per Device MSRP (Full MSRP)	Device Percentage Discount	Per Device Price After Discount ¹	Total Customer Commitment for Replacement Devices ²
200	\$90.00 [Alcatel Linkzone]	100%	\$0.00	\$0.00

¹ “Per Device Price After Discount” is calculated by multiplying (i) the “Per Device MSRP (Full MSRP)” by (ii) the “Device Percentage Discount.”

² “Total Customer Commitment for Replacement Devices” is calculated by multiplying (i) the “Total # of Replacement Devices” by (ii) the “Per Device Price After Discount.”

4. Additional/New Lines of Service. In addition to renewing the entire Original Line Number pursuant to this Agreement, Customer agrees to order the additional number of new lines of Service (and, if applicable, new Devices) for the Renewal Term, as set forth in **Exhibit C** attached to this Agreement. Amounts in **Exhibit C** do not include any applicable taxes and surcharges. The terms and conditions of the Original Agreement and this Agreement will apply to lines of Service and any Devices specified in **Exhibit C**.

5. Privacy. If Customer allows end users under the age of 13 to use the Services, Customer and T-Mobile agree to the terms and representations contained in the “COPPA Notice Addendum” attached as **Exhibit A** to this Agreement. Customer, and not T-Mobile, will be fully responsible for any claims relating to Customer’s failure to: (i) properly notify Eligible Students about any data collection and/or monitoring of use of the Services and Devices; or (ii) collect any necessary consent relating to an Eligible Student’s use of the Services and Devices.

6. Prepayment. Customer may, at its option, prepay in whole or in part Customer’s total fee commitment for Services and Devices for the Renewal Term. With respect to any such prepayment (or any other related payment), Customer is solely responsible for ensuring Customer’s compliance with all applicable Federal, State and Local funding source and procurement laws, rules and regulations (including,

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without limitation, laws, rules and regulations under the Coronavirus Aid, Relief, and Economic Security (CARES) Act, and Customer represents and warrants compliance with the same.

7. Emergency Connectivity Fund; SPI Invoicing. If Customer is participating in the Emergency Connectivity Fund (ECF) program in connection with this Renewed Agreement, Customer is solely responsible for ensuring Customer's compliance with all applicable ECF program-related laws, rules, regulations and terms and conditions of participation. Additionally, if Customer has requested that T-Mobile invoice the federal government for reimbursement of the discountable amounts of the ECF equipment and services (i.e., the SPI invoicing method), Customer has read and agrees to the terms and conditions of the Emergency Connectivity Fund Service Provider Invoice (SPI) Affirmation attached as **Exhibit B**.

8. Except as modified by this Renewal Agreement, all terms and conditions of the Original Agreement will remain in full force and effect during the Renewal Term. All terms not defined herein will have the meaning given to them in the Original Agreement. In the event of a conflict between the terms of this Renewal Agreement and the Original Agreement, the terms of this Renewal Agreement will control.

This Renewal Agreement is executed by each party's authorized representative as of the Renewal Agreement Effective Date.

Customer: Crowley Independent School District	Contractor: T-Mobile USA, Inc.
Signature:	Signature:
Printed Name: Leon Fisher	Printed Name: David Bezzant
Title: Executive Director of Finance	Title: Vice President, T-Mobile for Government
Date:	Date:
	Approved As To Legal Form: _____ Bret Lawson, Senior Corporate Counsel T-Mobile USA, Inc. Legal Department Date:

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EXHIBIT A COPPA Notice Addendum

T-Mobile is providing Customer with direct notice of its data collection, use and disclosure practices set forth below that relate to the Service(s). Customer has read this notice, consents on behalf of parents and guardians of children under 13 to the collection, use and disclosure practices described below, and authorizes T-Mobile to engage in such practices.

Direct Notice of T-Mobile's Data Collection, Use, and Disclosure Practices

We need your consent to collect personal information from your child(ren) in connection with the T-Mobile for Education service. We will not collect, use, or disclose any personal information from children under 13 if you do not provide such consent. This privacy notice describes the personal information we collect and how we use it. The Federal Trade Commission has stated that a district or school may consent to such data collection, use, and disclosure on behalf of the parent or guardian to the extent such data collection, use, and disclosure is to provide services solely for the benefit of the school.

T-Mobile intends to collect the following personal information from your child(ren):

- **Data Usage:** T-Mobile tracks quantity of broadband internet data usage to have that usage total counted against applicable data usage/streaming limits, if any. As part of delivering this service, T-Mobile also receives the IP address associated with the websites visited.
- **Unique identifiers:** T-Mobile collects a device and network identifier to authenticate the device on our network and provide the service.
- **Bandwidth data:** T-Mobile may share device-level bandwidth data with the educational institution at the educational institution's specific request, to allow the educational institution to stay informed on devices that exceed applicable data usage/streaming limits.

T-Mobile uses this personal information only to provide internet connectivity and perform internal analytics. T-Mobile may disclose this personal information to its service providers for assistance in delivering the service, and they must treat this information as confidential and use it only for the purposes for which T-Mobile engaged them. T-Mobile will not disclose information that may be associated with your child to any other entities.

Please be advised that T-Mobile provides connectivity to the general internet through the T-Mobile for Education service. That connectivity allows children to access websites that may involve data collection by third parties. T-Mobile is not responsible for the data collection activities of these third parties and you should carefully monitor your child's use of the service.

For more information, please visit "Our Privacy Policies" at <https://www.t-mobile.com/privacy-center/our-practices>.

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EXHIBIT B Emergency Connectivity Fund Service Provider Invoice (SPI) Affirmation

T-Mobile U.S. Inc. (NASDAQ: TMUS) America's supercharged Un-carrier, is participating in the Emergency Connectivity Fund (ECF), a \$7.17 billion, federally funded, program that will help schools and libraries close the Homework Gap by providing funding for the reasonable costs of laptop and tablet computers; Wi-Fi hotspots; modems; routers; and broadband connectivity purchases for off-campus use by students, school staff, and library patrons in need during the COVID-19 pandemic.

ECF allows for participating schools and libraries to seek reimbursements for eligible service and equipment either directly from the government (BEAR invoicing method) or by requesting that the service provider invoice the government (SPI invoicing method). T-Mobile is participating in the SPI invoicing method for this program.

If requested to do so by the school or library, T-Mobile is willing to invoice the federal government rather than the school or library for payment. You must specify at the application stage which invoicing method you would like to use. If your school or library would like to use the SPI invoicing method, you must also submit evidence of T-Mobile's willingness, and may use this statement as an affirmation that T-Mobile is participating in SPI when completing your Form 471. We affirm our willingness to participate in the SPI invoicing method subject to the following:

Prior to the start of service and receipt of equipment, if any, Customers who select the SPI invoicing method will enter into and execute an applicable T-Mobile services contract for the provision of ECF broadband connectivity services. T-Mobile will file the SPI Form to request reimbursement for the discountable amounts of the ECF eligible equipment and services. Customer is responsible for all charges related to any ineligible equipment and services or services obtained but not contained in the description of the service commitment request or decision. Until the Universal Service Administrative Co. (USAC) has issued a funding commitment, Customer agrees to pay the balance in full as billed by T-Mobile. Customer must elect SPI to be billed only the non-discounted portion. Customer account credits applied may be estimates subject to true-up in a later billing period. Customer is responsible for all charges incurred until and unless ECF funding is approved and disbursed by USAC, at which time Customer will remain responsible for all ineligible services, feature charges, and any other ECF program amounts unfunded, including equipment. Also, Customers who chose the SPI invoicing method should be aware that if ECF funding ends before the term of their services contract, they will be subject to the agreed rate of service for the remainder of the contract, net of any subsidy.

For more information about ECF, please refer to the [FCC ECF](#) or [USAC ECF](#) websites.

T-Mobile SPIN #:143026181
T-Mobile FRN #: 0004121760
T-Mobile DUNS #: 06-852-8376
T-Mobile Tax ID: 91-1983600

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EXHIBIT C New Lines of Service/Devices

ADDITIONAL ORDER TABLE FOR COVID-19 AGREEMENT (HOTSPOT)

Total # of Lines of Service	Rate Plan*	Term Length (months)	Total Service Charge for Term	Pre-Discount/ Subsidy Cost per Device	Total Pre-Discount/ Subsidy Cost of Devices	Total Subsidy Amount to Customer ** (Device Discount/Subsidy from Section 3 x # of Lines)	Total Customer Commitment for Service and Device for the Term of the Agreement ^{1, 2}
600	\$15.00/line/month [\$20.00 unlimited plan-\$5.00 credit/line/month]	12	\$108,000.00	\$90.00 [Franklin T9 or Alcatel Linkzone]	\$54,000.00	\$54,000.00	\$108,000.00

¹ Total Customer Commitment for Service and Device is equal to the Total Service Charge for Term added to the Total Pre-Discount/Subsidy Cost of Device subtracted from the Total Subsidy Amount to Customer.

² Total Customer Commitment for Service and Device for the Term of the Agreement does not include applicable taxes and surcharges.

*Content filtering included.

**One-time Device Discount/ Subsidy requires a 12-month commitment without suspensions.

SUMMARY OF TOTAL COVID-19 LINES OF SERVICES AND DEVICES DURING THE RENEWAL TERM OF THE RENEWAL AGREEMENT

Customer agrees to maintain and order the following lines of Service and, if applicable, Devices. Amounts below do not include any applicable taxes and surcharges.

Total # of Lines of Service	Rate Plan*	Term Length (months)	Total Service Charge for Term	Pre-Discount/ Subsidy Cost per Device	Total Pre-Discount/ Subsidy Cost of Devices	Total Subsidy Amount to Customer ** (Device Discount/Subsidy from Section 3 x # of Lines)	Total Customer Commitment for Service and Device for the Term of the Agreement ^{1, 2}
3,300	\$15.00/line/month [\$20.00 unlimited plan-\$5.00 credit/line/month]	12	\$594,000.00	\$90.00 [Franklin T9 or Alcatel Linkzone]	\$280,000.00 [\$84.00*2,700=\$226,800.00] [\$90.00*600=\$54,000.00]	\$280,000.00	\$594,000.00

¹ Total Customer Commitment for Service and Device is equal to the Total Service Charge for Term added to the Total Pre-Discount/Subsidy Cost of Device subtracted from the Total Subsidy Amount to Customer.

² Total Customer Commitment for Service and Device for the Term of the Agreement does not include applicable taxes and surcharges.

*Content filtering included.

**One-time Device Discount/ Subsidy requires a 12-month commitment without suspensions.