

# WIRELESS, DATA, VOICE AND ACCESSORIES

Led by the state of Utah

Master Agreement #: MA176

### Contractor: **T-MOBILE USA, INC.**

Participating Entity:

1. Scope: This Participating Addendum ("PA") covers the NASPO ValuePoint Wireless, Data, Voice and Accessories Master Agreement No. MA176 led by the State of Utah, as amended ("Master Agreement") for use by state agencies and other entities, as provided in the Master Agreement, and as more specifically detailed in Paragraph 2, "Participation," below. There were four categories included in the solicitation:

Category 1: Cellular Wireless Services Category 2: Equipment and Accessories Category 3: Turnkey Wireless and IoT Solutions offered as a Product Category 4: Alternative Wireless Transport Options

Contractor was awarded Categories 1, 2, 3A, and 3C.

Participating Entity has elected to participate in **Categories 1, 2, 3A and 3C** (unless indicated otherwise)

Unless otherwise agreed to by the parties herein, this PA shall be coterminous with the Master Agreement including any renewals or extensions to the Master Agreement.

2. Participation: This PA may be used by all state agencies, institutions of higher education, political subdivisions and other entities who are authorized by the State Chief Procurement Official or otherwise eligible to place orders against this PA (collectively "Purchasing Entities"). It will be the responsibility of the Purchasing Entity to comply with any legal or regulatory provisions applicable to the Purchasing Entity. A Purchasing Entity may issue individual releases (Purchase Orders) against this PA on an as-needed basis.

**3.** PARTICIPATING ENTITY MODIFICATIONS OR ADDITIONS ARE: **NOT APPLICABLE.** 

4. Order of Precedence: Except as specifically provided otherwise herein, this PA consists of and precedence is established by the order of the following documents:

This PA; and The Master Agreement (including the Master Agreement Order of Precedence established in the NASPO ValuePoint Master Terms and Conditions).

5. [intentionally omitted]

Page 1 of 4

NASPO PA (v01292021)



# WIRELESS, DATA, VOICE AND ACCESSORIES

Led by the state of Utah

6. Purchase Order Instructions: Any Purchase Order, Order or T-Mobile approved funding document used to order Products and Services shall be in accordance with and subject to the NASPO Master Agreement #MA176. As a pre-condition to ordering T-Mobile Services and Products under the NASPO Master Agreement, T-Mobile will require Participating Entity to provide a Purchase Order, Order or signed funding document.

#### 7. Individual Customer:

Each state agency, political subdivision or other entity placing an order under this Participating Addendum ("Purchasing Entity"), will be treated as if it was an Individual Customer. Except to the extent modified in this Participating Addendum, each agency, political subdivision or other entity will be responsible for compliance with the terms and conditions of the Master Agreement; and they will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement. Each agency, political subdivision or other entity will be responsible for its own charges, fees and liabilities. Each Purchasing Entity will have the same rights to any indemnity or to recover any costs allowed in the contract for its purchases; and Contractor will apply the charges to each Participating Entity individually. The Individual Customer agrees to the terms of the Participating Addendum, including the disclosure of limited account information as part of the contractual reporting requirements to NASPO ValuePoint and/or the Participating Entity for purposes of monitoring the contract and calculating the administrative fee.

8. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Name:	David Bezzant, Vice President, T-Mobile For Government
Address:	c/o T-Mobile USA, Inc., 12920 SE 38th Street, Bellevue, WA 98006
Telephone:	(425) 383-4000
Fax:	
Email:	David.Bezzant@T-Mobile.com

Contractor:

For Legal Notice to Contractor – send a copy to:

Name:	Legal Department, T-Mobile USA, Inc.
Address:	c/o T-Mobile USA, Inc.,
	12920 SE 38th Street, Bellevue, WA 98006



# WIRELESS, DATA, VOICE AND ACCESSORIES

Led by the state of Utah

Participating Entity:		
Name:		
Address:		
Telephone:		
Fax:		
Email:		

9. Software Terms and Conditions: Purchasing Entities that acquire software shall be subject to the license agreements distributed with such software; however, in the event of a conflict in language between an end user license agreement (EULA) and the Master Agreement, the language in the Master Agreement will supersede and control. In addition, any language in a EULA which violates a Purchasing Entity's constitution, statute or other applicable law will be deemed void, and of no force or effect, as applied to the Purchasing Entity.

10. Pursuant to Amendment No. 2 of Master Agreement No. MA176, upon execution of this PA, the parties agree that this PA will supersede and replace any existing Participating Addendum(s) executed by the Participating Entity under either: 1) the NASPO ValuePoint Master Agreement #1907 between the State of Nevada and Contractor; or 2) the NASPO ValuePoint Master Agreement #1907 between the State of Nevada and Sprint Solutions, Inc., ("Existing 1907 Participating Addendums") as of this PA Effective Date, subject to the terms herein. The Existing 1907 Participating Addendums will be terminated in their entirety as of this PA Effective Date.

- 11. Technology Evolution:
  - 11.1 In the normal course of technology evolution and enhancement, T-Mobile continually updates and upgrades its Services, Products and networks. In some instances, these efforts will result in the need to ultimately replace or discontinue certain offerings or technologies. In such event, T-Mobile will undertake such efforts in a customer-focused and commercially reasonable manner. Accordingly and notwithstanding anything in the PA to the contrary, T-Mobile reserves the right, in its sole discretion, after providing the notice set forth in subsection 11.2 below, to (a) migrate Purchasing Entity to a mutually agreed upon replacement technology unless, within the notice period described in subsection 11.2 below, the Purchasing Entity opts to discontinue its Service, Product, network standard, or technology; or (b) discontinue any Service, Product, network standard, or technology without replacement without either party being in breach of the PA or incurring early termination liability relating to the discontinuance of the affected Service, Product, network standard, or technology.

Page 3 of 4

NASPO PA (v01292021)



## WIRELESS, DATA, VOICE AND ACCESSORIES

Led by the state of Utah

11.2 If T-Mobile takes any action set forth in subsection 11.1 above, T-Mobile will provide no less than 60 days' advance notice reasonably designed to inform Purchasing Entity (if affected) of such pending action. The form of T-Mobile's notice may include providing written notice to any address (a) T-Mobile uses for billing the Purchasing Entity, (b) set forth in Purchasing Entity's Order, or, if (a) or (b) are unavailable, (c) listed in the PA for Participating Entity. Customer agrees that such notice is reasonable and sufficient notice of T-Mobile's pending action.

The parties have executed this Participating Addendum as of the date of final execution below ("PA Effective Date").

Participating Entity:	Contractor: T-Mobile USA, Inc.
Signature:	Signature:
In P	rocess
Printed Name:	Printed Name:
Title:	Title:
Date:	Date:
	Reviewed and Acknowledged:
	T-Mobile USA, Inc. CSCA Representative

[Additional signatures may be added if required by the Participating Entity]

For questions on the Participating Addendum or NASPO ValuePoint cooperative contracting process, please contact the NASPO ValuePoint Cooperative Contract Coordinator assigned to this Portfolio, as provided on this Portfolio's webpage at <u>www.naspovaluepoint.org</u> or the NASPO ValuePoint team at <u>ccc@naspovaluepoint.org</u>.

#### \*\*\*Attach Exhibit 1 if necessary – Participating Entity Modifications or Additions\*\*\*

Contractor - email a fully executed PDF copy of this document to:<u>PA@naspovaluepoint.org</u>

To support documentation of participation and posting in appropriate databases

Page 4 of 4

NASPO PA (v01292021)

#### T-Mobile Project 10Million Agreement (Program)

This T-Mobile Project 10Million Agreement (Program) ("Agreement"), which will be effective as of the date the second Party signs this Agreement below ("Agreement Effective Date"), is made by and between T-Mobile USA, Inc., a Delaware corporation ("T-Mobile" or "Contractor"), and Prospect Heights School District 23, a(n) Illinois school district, with its principal place of business at 700 N Schoenbeck Rd, Prospect Heights, IL 60070 ("Customer").

- Underlying Agreement. Customer agrees to accept/purchase wireless mobile Services and/or 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 acceptance/purchase and use of the Services will be governed by this Agreement and the NASPO ValuePoint Contract No. MA176 and applicable Participating Addendum ("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.
- 2. Term; Termination. Unless terminated under the terms of this Section 2, the term of this Agreement will continue for as long as there is a line of Service that is active under this Agreement ("Term"). Subject to the termination rights below, each line of Service activated under this Agreement (regardless of rate plan selected) will have a service term of up to 60 months from date of activation of such line of Service ("Base Service Period"). During a line's Base Service Period, such line may be migrated from its then-current rate plan listed in Section 4 below to any other rate plan listed in Section 4 below (a "Plan Migration"). Plan Migrations will be implemented by T-Mobile by no later than the first day of the second billing month after the billing month during which the Plan Migration was ordered by Customer.

This Agreement and/or any active line of Service hereunder may be terminated: (i) for cause pursuant to the terms of this Agreement and/or the Master Agreement (and if this Agreement is terminated for cause by T-Mobile, then T-Mobile also may, at its option, terminate all or a portion of the then-existing lines of Service); or (ii) upon mutual written agreement by the parties (and in the event this Agreement is terminated upon mutual written agreement of the parties, T-Mobile also may, at its option, terminate all or a portion of the then-existing lines of Service, unless otherwise agreed in writing by the parties); or (iii) by Customer for convenience upon 30 days' prior written notice to T-Mobile (and in the event this Agreement is terminated by Customer for convenience, T-Mobile may, at its option, terminate all or a portion of the then-existing lines of Service, unless otherwise agreed in writing by the parties 31, 2025, by T-Mobile upon 30 days' prior written notice to Customer (and in the event this Agreement is terminated by Customer for convenience to Customer (and in the event this Agreement is terminated pursuant to this subclause, T-Mobile may, at its option, terminate all or a portion of the then-existing lines of Service, unless otherwise agreed in writing by the parties; or (iv) after August 31, 2025, by T-Mobile upon 30 days' prior written notice to Customer (and in the event this Agreement is terminated pursuant to this subclause, T-Mobile may, at its option, terminate all or a portion of Service, unless otherwise agreed in writing by the parties; or (iv) after August 31, 2025, by T-Mobile upon 30 days' prior written notice to Customer (and in the event this Agreement is terminated pursuant to this subclause, T-Mobile may, at its option, terminate all or a portion of the then-existing lines of Service, unless otherwise agreed in writing by the parties).

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 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.

Notwithstanding anything to the contrary in this Agreement, following the expiration of a line's Base Service Period, T-Mobile will continue to provide the Services to Customer for such line under the pricing, discounts and other terms and conditions set forth in this 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 Service for such line.

- **3.** Eligibility and Related Rules. The following end-user eligibility and related requirements apply with respect to the Services and Devices provided under this Agreement:
  - a. An eligible end-user recipient of the Devices and Services ("Eligible Student") must be a K-12 student: (i) enrolled in a school within Customer's school district (if Customer is a school district) or enrolled in the school (if Customer is a school); and (ii) participating in the National School Lunch Program at the time of such student's receipt of the Device and activation of Service, as evidenced by [a National School Lunch Program Letter or other official authorization documentation] (and T-Mobile may from time to time make commercially reasonable requests to Customer to have Customer confirm/verify to T-Mobile that each Eligible Student identified by Customer does or did in fact meet the eligibility requirements of an Eligible Student);
  - b. Customer may allocate a maximum of one free hotspot Device (with associated line of Service) to a maximum of one Eligible Student per household (subject to the right to provide Supplemental Devices, as noted in Section 4 below); and
  - c. (i) Each line of Service under this Agreement comes with a Device and can only be linked to such Device, unless otherwise requested by Customer in writing and agreed to in writing by T-Mobile in accordance with 3(c)(ii) below. Any Customer-provided devices must be compatible with T-Mobile's Service.

(ii) Pursuant to this Section 3 and in connection with the Line Limit in Section 5 below, Customer has specifically requested and T-Mobile approves that Customer will utilize 0 Customer-provided devices in lieu of receiving a free hotspot Device from T-Mobile. Customer certifies that such Customer-provided devices are compatible with T-Mobile's Service. T-Mobile agrees, as needed and requested, to provide up to one SIM/eSIM card for each such Customer-provided device.

4.	Offer/Pricing.
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Program Rate Plan	Service Commitment	Monthly Recurring Charge/Line	Features <sup>1</sup>	Device Cost (Hotspot) <sup>3</sup>	Device Cost (Tablet or other Wi-Fi enabled device) <sup>4</sup>
Project 10Million Core Plan	Month-to Month	\$0	Up to 100GB of high- speed data per year per line	\$0	[at T-Mobile Cost]
Project 10Million \$12 100GB per Month Plan <sup>2</sup>	Month-to-Month	\$12	Up to 100GB of high- speed data per month per line	\$0	[at T-Mobile Cost]
Project 10Million Month-to-Month Unlimited Plan <sup>2</sup>	Month-to-Month	\$15	Unlimited on device 4G LTE data	\$0	[at T-Mobile Cost]

<sup>1</sup> During congestion, customers may notice speeds lower than other customers due to data prioritization. Video typically streams at DVD quality (480p). Limited time offer; subject to change. Available lines are limited. Intended for student mobile connectivity. Must verify student National School Lunch Program eligibility. 1 offer per household. Confirm your program can accept free equipment and/or service. Roaming not available. Annual data service ends at earlier of 100GB or 365 days. Monthly data service ends at 100GB on \$12 plan. Roaming not available. **Video streams** at

T-Mobile Project 10Million (Program) (v06\_23\_21) CLM 1193452 CSCA CS 10222021 up to 1.5Mbps. Optimization may affect speed of video downloads; does not apply to video uploads. For best performance, leave any video streaming applications at their default automatic resolution setting. **Coverage** not available in some areas. **Network Management:** Service may be **slowed, suspended, terminated, or restricted** for misuse, abnormal use, interference with our network or ability to provide quality service to other users, or significant roaming. During congestion the small fraction of customers using >50GB/mo. may notice reduced speeds until next monthly cycle due to data prioritization. See T-Mobile.com/OpenInternet for details. See **Terms and Conditions** www.T-Mobile.com for additional information.

<sup>2</sup> Monthly Regulatory Programs (RPF) & Telco Recovery Fee (TRF) totaling \$1.16 per data only line (\$0.15 for RPF & \$1.01 for TRF) apply to the \$12 and \$15 rate plans above.

<sup>3</sup> This free hotpot offer is subject to inventory availability. Specific hotspot device type(s) provided to Customer is at T-Mobile's discretion.

<sup>4</sup> For each free Hotspot provided in connection with Project 10Million, Customer is entitled to purchase up to a maximum of five tablets or other Wi-Fi enabled devices ("**Supplemental Devices**") at a price equal to T-Mobile's cost for the Supplemental Devices. Supplemental Devices must only be allocated to the household that was allocated the initial, free hotspot Device. This Supplemental Device offer is subject to inventory availability and specific type of Supplemental Devices offered are at T-Mobile's discretion. Please contact your Account Representative for more details.

\* Prices do not include applicable taxes and surcharges, and do not include any applicable CALNET administrative fee of 2.5%, which will be paid by Customer (provided that prices for Project 10Million Core Plan and associated free hotspot devices do include applicable taxes and surcharges).

- 5. Total Line Eligibility and Line Limits. Customer is eligible for a combined total of 100 lines of Service using the plans in Section 4 above (with an accompanying free hotspot Device for each line of Service) pursuant to this Agreement (the "Line Limit"), based on a maximum of one free hotspot Device (with associated line of Service) to a maximum of one Eligible Student per household. Line Limits are based on the number of students eligible for the National School Lunch Program ("Qualifying Headcount"). Customer certifies and attests to T-Mobile that any information provided by Customer to T-Mobile regarding Qualifying Headcount is true and accurate. Notwithstanding anything in this Agreement to the contrary, T-Mobile reserves the right to establish Project 10Million Program participation limits at the Customer or overall Program level in its sole discretion.
- 6. Device Warranties. T-Mobile is not the manufacturer of Devices and does not provide direct product warranties. As a general matter, however, to the extent that Customer receives/purchases any Devices from T-Mobile, T-Mobile passes through any warranty provided by the Device manufacturer, which warranty is typically one (1) year from the date of receipt/purchase.
- 7. Seed Stock/Replacement Devices. In addition to the Line Limit, Customer also may request, subject to T-Mobile's approval, a limited surplus of Devices in connection with an order placed by Customer under this Agreement ("Seed Stock"). The Seed Stock amount, if approved, will not exceed a maximum of 1% of the total number of free hotspot Devices ordered pursuant to this Agreement. Seed Stock will be provided to Customer on an as-needed basis and is to be used solely for the replacement of any Devices that are lost, stolen, damaged, or defective.

#### 8. Additional Requirements.

- a. **Ordering; Activation**. All lines of Service (and accompanying free hotspot Devices) within Customer's Line Limit (i.e., the entire Line Limit) must be ordered by Customer in no event later than 30 days after the Agreement Effective Date), and in accordance with the terms of the Master Agreement. Customer's failure to order its total Line Limit within this 30-day period may, in T-Mobile's sole discretion, result in termination of the unordered portion of the Line Limit.
- b. **Customer Certifications; Student ID Numbers**. Customer, and not T-Mobile, is solely responsible for identifying and verifying Eligible Students. Customer certifies and attests to T-Mobile that: (i) Customer will

allocate Devices and Services only to Eligible Students that have been verified with reasonable certainty by Customer as being eligible under the Project 10Million program (i.e., each end-user recipient of a Device/Service meets the eligibility requirements in Section 3 above); and (ii) Customer has not, and will not, allocate more than one line of Service and one associated free hotspot Device per Eligible Student household (subject to right to purchase and distribute Supplemental Devices). For each line of Service/free hotspot Device, Customer will provide T-Mobile a Student ID # ("Student ID Number") associated with such line of Service.

- c. No Duplication of Devices/Services. A student may not participate in Project 10Million through both the T-Mobile retail/consumer/Individual-Liable channel and pursuant to this Agreement. Customer will cooperate in a commercially reasonable manner and in good faith with T-Mobile, to help ensure that: (i) Customer will not identify or permit as an Eligible Student any student that is already participating in Project 10Million through T-Mobile's retail/consumer/Individual Liable channel; and (ii) Customer provides T-Mobile with timely Student ID Number information to assist T-Mobile in enforcing the prohibition that no Eligible Student participating in Project 10Million through this Agreement is permitted to participate in Project 10Million via T-Mobile's retail/consumer/Individual Liable channel.
- d. **E-Rate and Related Compliance**. Customer, and not T-Mobile, is responsible for ensuring Customer's compliance with FCC, USAC or Other Funding Source rules and regulations, Customer's applications for support, or any decisions or actions by the FCC, USAC or Other Funding Sources with respect to Customer.
- e. Device and Account Ownership; Customer Device Management Policy. Customer acknowledges and agrees that Customer, and not any Eligible Student, is the sole owner of the Devices. Customer is and will remain the accountholder for any account(s) associated with the Devices. As such, Customer acknowledges and agrees that neither Eligible Students nor any other third parties are entitled to any information about the account including, but not limited to usage information. In addition, as between Customer and T-Mobile, Customer is solely responsible for maintaining and implementing its own device management policy governing use of the Services and Devices by its Eligible Students (in all cases subject to the terms and conditions of this Agreement) (a "DMP"). Customer's DMP may address, among other things, an Eligible Student's obligation, if any, to return a Device to Customer if certain conditions established by Customer are triggered (e.g., an Eligible Student no longer is a student in Customer's school district or school, and therefore must return his or her Device to Customer for reallocation to another Eligible Student to use for the remainder of the Base Service Period associated with the returned Device; or an Eligible Student must return his or her Device in the event Customer terminates this Agreement and the Eligible Student's line of Service also has been terminated as a result). Customer's DMP will, in any event, contain an acknowledgement and agreement from Eligible Students that (i) Eligible Students do not and will not have any contractual or account relationship with T-Mobile pursuant to this Agreement, and (ii) Eligible Students are not third-party beneficiaries of this Agreement and will not have any legal or equitable right, remedy or claim under or with respect to this Agreement.
- f. Migration to Other Rate Plans/Terms Concurrent. In the event one or more lines of Service under this Agreement are migrated to an alternative rate plan ("ARP") outside of this Agreement/Project 10 Million prior to the end of such line(s)' Base Service Period ("ARP Migrated Line(s)"), and subsequently such ARP Migrated Lines are migrated back to a plan(s) under this Agreement, then such line(s) of Service are eligible only for the remaining 60-months left on their original Base Service Period, which shall have continued to run concurrently with the period of time spent on the ARP. For illustration purposes only, if a Project 10Million line of Service migrates to an ARP after 2-years, is on the ARP for 2-years and then migrates back to a Project 10M rate plan, then there will be a remainder of 1-year on the Base Service Period.
- g. **Compliance with Applicable Law**. Customer certifies and attests to T-Mobile that Customer is and will be authorized to accept and/or purchase the Services and Devices in accordance with applicable federal, state, and local laws, rules, and regulations (including, without limitation, all applicable ethics and procurement laws, rules, and regulations).
- h. Third-Party Content. T-Mobile is not responsible for any third-party content.

- i. 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 <u>Exhibit A</u> 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.
- j. **Resale**. Customer acknowledges and agrees that this is an agreement for use only by Customer and Eligible Students as set forth in this Agreement. Neither Customer nor Eligible Students may resell or lease Services and/or Devices.
- k. No Third-Party Beneficiaries. Nothing expressed or referenced to in this Agreement will be construed to give any person or entity (including, without limitation, Eligible Students) other than Customer and T-Mobile (or their permitted successors and assigns) any legal or equitable right, remedy or claim under or with respect to this Agreement.
- **9. 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, 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.
- 10. Emergency Connectivity Fund; SPI Invoicing. If Customer is participating in the Emergency Connectivity Fund (ECF) program in connection with this 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 <u>Exhibit B</u>.
- **11. Primary Contacts**: The primary contact individuals for this Agreement are as follows (or their named successors):

Name:	David Bezzant, Vice President, T-Mobile For Government
Address:	c/o T-Mobile USA, Inc., 12920 SE 38 <sup>th</sup> Street, Bellevue, WA 98006
Telephone:	(425) 383-4000
Email:	David.Bezzant@T-Mobile.com
For Legal Notice – send a copy to:	
Name:	Legal Department – Sales & Distribution, T-Mobile USA, Inc.
Address:	12920 SE 38 <sup>th</sup> Street, Bellevue, WA 98006

T-Mobile/Contractor

#### Customer:

Customer Name/Contact:	Prospect Heights School District 23 / Maria Stavropoulos, Teaching, Learning and Technology Coordinator
Address:	700 N Schoenbeck Rd, Prospect Heights, IL 60070
Telephone:	(847) 870-5556
Email:	mstavropoulos@d23.org

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

Customer: Prospect Heights School District 23	Contractor: T-Mobile USA, Inc.
Signature:	Signature:
Printed Name:	Printed Name:
Title:	Title:
Date:	Date:
	Reviewed and Approved by:
	T-Mobile USA, Inc. CSCA Representative

# In Process

T-Mobile Project 10Million (Program) (v06\_23\_21) CLM 1193452 CSCA CS 10222021

#### 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 Project 10Million 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.

In addition to collecting student identification numbers for onboarding and verification purposes, 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 the 100 GB per year of free broadband internet access. 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 Project 10Million 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 Project 10Million Privacy Notice in "Our Privacy Policies" at <u>https://www.t-mobile.com/privacy-center/our-practices</u>.

#### 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 <u>FCC ECF</u> or <u>USAC ECF</u> websites.

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

T-Mobile Project 10Million (Program) (v06\_23\_21) CLM 1193452 CSCA CS 10222021