

T-Mobile for Education Covid-19 Agreement (Hotspot)

This T-Mobile for Education Agreement which will be effective as of the date the second Party signs this Agreement below (“**Agreement Effective Date**”), is by and between T-Mobile USA, Inc., a Delaware corporation (“**T-Mobile**” or “**Contractor**”), and Making Waves Academy, a(n) California non-profit organization, with its principal place of business at 4123 Lakeside Drive, Richmond, CA 94806 (“**Customer**”).

1. Term. This Agreement term is (please check applicable term):

month-to-month; or 1 year of active paid service from the Agreement Effective Date (“Term”).

2. 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: Please check the correct agreement (“Master Agreement”)

- NASPO ValuePoint Contract No. MA176
- General Services Administration Contract Number GS35F0503M
- California Network and Telecommunications Program Contract c4-CVD-19-001-01
- Commonwealth of Massachusetts Contract ITT46
- State of New York Office of General Services Agreement Contract No. PS64727
- State of Ohio Department of Administrative Master Service Agreement MSA0039
- State of Texas Department of Information Resources Contract #DIR-TSO-3416
- [Other, please specify] _____

3. Offer/Pricing. Mobile Rate Plans include Mobile Device as listed below:

- Discounted or free mobile Internet devices dependent on rate plan as described below.

Rate Plan	Monthly Recurring Charge/Line*	Features	Device Discount/Subsidy** 1-Year Term	Device Cost ** Month-to-Month Term
2GB	\$10	Up to 2GB of high-speed data, followed by data at reduced speeds up to 128kbps.	50% discount off a hotspot FRP (cost of hotspot before discount: \$84.00)	No subsidy/discount to Customer – full retail price for each device <i>+Additional one-time charge will apply for kitting and staging services</i>
Government Unlimited LTE	\$20	Unlimited on device 4G LTE data	Hotspot to be provided at no charge (cost of hotspot before subsidy: \$84)	No subsidy/discount to Customer – full retail price for each device <i>+Additional one-time charge will apply for kitting and staging services</i>

**This free hotspot offer is subject to inventory availability;

* Prices above do not include applicable taxes and surcharges; not qualified for any further aggregate volume discount.

+ Additional one-time charge for kitting/staging services will apply if opting for month-to-month term

4. Total Order. Customer agrees to 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 (check applicable rate plan)	Total Monthly Billing for Services	If applicable, Total Costs for Device	Total Customer Commitment for Service and Device for the Term of the Agreement
170	<input type="checkbox"/> \$10 <input checked="" type="checkbox"/> \$20	\$0	\$3,400	\$40,800

5. (a) **Requirements to qualify for Device Discount/Subsidy:**

- For the Device Discount/Subsidy to be effective, Customer must purchase a Device from T-Mobile with an activated line of Service based on the rate plan listed above under its Master Account. Each line of Service must be activated and maintained for at least 12 months from the date of activation without any suspension or termination of any line of Service that received the Device Discount/Subsidy (the “**Device Discount/Subsidy Term**”);
- Customer agrees that it cannot change or move the lines of Service with a Device Discount/Subsidy to a rate plan with a different or lower Rate Plan during the Device Discount/Subsidy Term and if it does, Customer will reimburse T-Mobile for the Device Discount/Subsidy received, as set forth in Section (e) below;
- Each line of Service and each Device purchased must be activated in accordance with the terms of the Master Agreement;
- This Device Discount/Subsidy cannot be combined with any other discount or promo offers;
- Customer’s account must remain in good standing with T-Mobile to receive the Device Discount/Subsidy; and
- Lines of Service that are terminated or suspended (without reactivation) within the Device Discount/Subsidy Term will be subject to repayment of the Device Discount/Subsidy as set forth below in Section (c). Customer may suspend lines during the summer months while Customer is not in session; however, the terms for those lines will be extended to qualify for the 12-month Device Discount/Subsidy Term, and the months while the lines are suspended will not qualify to meet the Device Discount/Subsidy Term.

(b) **Device Discount/Subsidy on Customer’s Master Account.** Subject to the requirements in the Section above, T-Mobile will issue the Device Discount/Subsidy when Customer submits an order to T-Mobile under its Master Account.

(c) **Device Discount/Subsidy Term/Termination; Device Discount/Subsidy Repayment.** If any line of Service that received a Device Discount/Subsidy is terminated or suspended (without reactivation) prior to the end of the Device Discount/Subsidy Term, then Customer agrees to reimburse T-Mobile a pro rata portion of the Device Discount/Subsidy equal to 1/12th of the discounted or subsidized amount for each month remaining in the Device Discount/Subsidy Term. T-Mobile will charge Customer the repayment amount of the Device Discount/Subsidy for each line of Service terminated before the end of the Device Discount/Subsidy Term on Customer’s monthly bill.

6. **Primary Contacts:** The primary contact individuals for this Agreement are as follows (or their named successors):

T-Mobile/Contractor

Name:	David Bezzant, Sr. Director, T-Mobile For Government
Address:	c/o T-Mobile USA, Inc., 12920 SE 38 th Street, Bellevue, WA 98006
Telephone:	(480) 638-2608
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 th Street, Bellevue, WA 98006

Customer:

Name of School/ Contact Name:	Making Waves Academy / Damon Edwards, Superintendent
Address:	4123 Lakeside Drive, Richmond, CA 94806
Telephone:	(510) 333-5830
Email:	dedwards@mwacademy.org

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

Customer: Making Waves Academy	Contractor: T-Mobile USA, Inc.
Signature:	Signature:
Printed Name: Damon Edwards	Printed Name:
Title:	Title:
Date:	Date:
	Reviewed and Acknowledged: _____ T-Mobile USA, Inc. CSCA Representative



NASPO ValuePoint

PARTICIPATING ADDENDUM

WIRELESS, DATA, VOICE AND ACCESSORIES

Led by the state of Utah

Master Agreement #: MA176-1

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

Participating Entity: **MAKING WAVES ACADEMY**

1.Scope: This Participating Addendum ("PA") covers the NASPO ValuePoint Wireless, Data, Voice and Accessories Master Agreement led by the State of Utah (Master Agreement No: MA176-1) 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

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

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

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: **N/A**

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]*

6. *[intentionally omitted]*

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



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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):

Contractor

Name:	David Bezzant, Sr. Director, T-Mobile For Government
Address:	c/o T-Mobile USA, Inc., 12920 SE 38 th Street, Bellevue, WA 98006
Telephone:	(480) 638-2608
Fax:	
Email:	David.Bezzant@T-Mobile.com

For Legal Notice – send a copy to:

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

Participating Entity

Name:	Damon Edwards, Superintendent
Address:	4123 Lakeside Drive, Richmond, CSA 94806
Telephone:	510-333-5830
Fax:	
Email:	dedwards@mwacademy.org

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.

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Making Waves Academy

NASPO PA – Nonprofit (040920_jr)

Confidential and Proprietary



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10. Offer/Pricing. Rate Plan pricing is attached to and incorporated in this PA as Exhibit A.

The parties have executed this Participating Addendum as of the date of final execution below.

Participating Entity: Making Waves Academy	Contractor: T-Mobile USA, Inc.
Signature:	Signature:
Printed Name: Damon Edwards	Printed Name:
Title: Superintendent	Title:
Date:	Date:
	Legal Approved by: _____ T-Mobile USA, Inc. Legal Department

[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 www.naspovaluepoint.org or the NASPO ValuePoint team at ccc@naspovaluepoint.org.



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PARTICIPATING ADDENDUM**WIRELESS, DATA, VOICE AND ACCESSORIES**

Led by the state of Utah

EXHIBIT A
RATE PLAN PRICING/OFFER

Taxes and surcharges are not included in the listed prices below.

Government Unlimited Voice L1						
Rate Plan	Monthly Recurring Charge per line	Voice	Data	Monthly Recurring Charge per Add-a-line	Monthly Recurring Charge per line after 16% Discount	Device Subsidy/Line
Government Unlimited Voice L1	\$41	Unlimited	Unlimited	\$41	\$34.44	\$360

- A. Device Subsidy and Activation Credit.** Subject to the requirements in Section 1.1 below, during the Term of the Agreement, Customer is eligible to receive a one-time device subsidy per new line of Service activated under the Master Account if such customer selects an eligible T-Mobile Rate Plan listed above, and purchases a device from T-Mobile (“**Device Subsidy**”) for that new line of Service; and Customer may also receive a one-time activation credit of \$100 per line of Services activated under the Master Account (“**Activation Credit**”).

1.1 Requirements to Qualify for Device Subsidy and Activation Credit.

- (a) For the Device Subsidy and Activation Credit to be effective, Customer must purchase a device from T-Mobile with an activated line of Service on an eligible Rate Plan listed above, under its Master Account. Each line of Service must be activated and maintained for at least 24 months from the date of activation without any suspension or termination of any line of Service that received the Device Subsidy (the “**Subsidy Term**”);
- (b) Customer agrees that they cannot change or move the lines of Service with a Device Subsidy to a Rate Plan with a lower monthly recurring charge during the Subsidy Term and if they do, Customer will reimburse T-Mobile for the Device Subsidy received, as set forth in Section 1.3 below;
- (c) Each line of Service and each device purchased must be activated in accordance with the terms of the Master Agreement;
- (d) This Device Subsidy or the Activation Credit cannot be combined with any other discount or promo offers;
- (e) Customer’s account must remain in good standing with T-Mobile to receive the Device Subsidy or the Activation Credit;
- (f) Customer cannot use T-Mobile’s Equipment Installment Program to purchase devices with this Device Subsidy or the Activation Credit;



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(g) Customer may upgrade the device after 20 months from the date of activation, once full payment of the outstanding amounts for the device, including repayment of the Device Subsidy received, as set forth in Section 1.3 below.

For the avoidance of doubt, lines of Service that are terminated or suspended (without reactivation) within the Subsidy Term will be subject to repayment of the Device Subsidy or Activation Credit as set forth below.

1.2 Device Subsidy or Activation Credit on Customer's Master Account. Subject to the requirements in Section 1.1 above, T-Mobile will issue the Device Subsidy or Activation Credit when Customer submits an order to T-Mobile under its Master Account.

1.3 Subsidy Term/Termination; Device Subsidy or Activation Credit Repayment. If any line of Service that received a Device Subsidy or an Activation Credit is terminated or suspended (without reactivation) prior to the end of the Subsidy Term, then Customer agrees to reimburse T-Mobile a pro rata portion of the Device Subsidy or the Activation Credit equal to 1/24th of the subsidy amount for each month remaining in the Subsidy Term. T-Mobile will charge Customer the repayment amount of the Device Subsidy or Activation Credit for each line of Service terminated before the end of the Subsidy Term on Customer's monthly bill.