

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, Inc, a California Public Charter School, with its principal place of business at 4123 Lakeside Drive Richmond, CA 94806. (“**Customer**”).

1. Term. This Agreement term is 1 year of active paid service from the Agreement Effective Date and each line of Service will have a one-year term from date of activation (“**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 this Agreement and the NASPO ValuePoint Contract No. MA176 (“**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(a) The terms and conditions of this Agreement or the Master Agreement will not be modified or superseded by any terms and conditions in a Customer generated Purchase Order.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.

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
2GB	\$10	Up to 2GB of high-speed data, followed by data at reduced speeds up to 128kbps.	\$84.00 net subsidized device price to Customer - 50% discount off Pre-Subsidy Cost of Device (Pre-Subsidy Cost of Device – \$84.00)
Government Unlimited LTE	\$20	Unlimited on device 4G LTE data	\$0 net subsidized device price to Customer - 100% discount off Pre-Subsidy Cost of Device (Pre-Subsidy Cost of Device – \$84.00)

**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.

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)	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
250	<input type="checkbox"/> \$10 <input checked="" type="checkbox"/> \$20	12	\$60,000	\$84.00	\$21,000	\$21,000	\$60,000

¹Total 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.

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 (c) 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:	(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 th Street, Bellevue, WA 98006

Customer:

Name of School/ Contact Name:	Making Waves Academy - Damon Edwards - Director
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: Alton Nelson	Printed Name:
Title: Director of Finance	Title:
Date:	Date:
	Reviewed and Acknowledged: _____ T-Mobile USA, Inc. CSCA Representative

In Process