

T-Mobile for Education
Higher Education/Libraries Agreement No. 1515118

This T-Mobile for Education Higher Education/Libraries Agreement (“**Agreement**”) is effective as of the date the second Party signs this Agreement below (“**Agreement Effective Date**”), and is by and between T-Mobile USA, Inc., a Delaware corporation (“**T-Mobile**” or “**Contractor**”), and the City of Corpus Christi, Corpus Christi Public Libraries a(n) Texas a political and corporate municipal entity, with its principal place of business at 805 Comanche Street, Corpus Christi, TX 78401 (“**Customer**”).

1. Term. The term of this Agreement is one (1) year from Agreement Effective Date (“**Term**”), and each line of Service will have a one (1)-year service term from date of activation (“**Service Period**”). In the event a line of Service has a Service Period that extends beyond the expiration of the Term, the terms and conditions of this Agreement will continue to apply to such line of Service for the remainder of its Service Period.

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 the NASPO ValuePoint Contract No. MA176 and the Customer’s 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(a) The terms and conditions of this Agreement or the Master Agreement will not be modified or superseded by any terms and conditions in a Customer-generated Purchase Order.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.

(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.

(c) Notwithstanding anything to the contrary in this Agreement, following the expiration of a line’s 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. 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
Government Unlimited	\$20.00	Unlimited High Speed Data	\$250.00 net subsidized Device price to Customer - \$149.99 discount off Pre-Subsidy Cost of Device (Pre-Subsidy Cost of Device – \$399.99 Inseego MiFi M2000 5G)

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

** Discounted/subsidized Device offer is subject in all cases to inventory availability.

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	Discounted Rate Plan MRC	Service Period 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
5,000	Government Unlimited LTE \$20.00 per line per month	12	\$1,200,000.00	\$399.99 [Inseego MiFi M2000 5G]	\$1,999,950.00	\$749,950.00 [\$149.99 discount off Pre-Subsidy Cost of Device]	\$2,450,000.00

¹Total Customer Commitment for Service and Device for the Term of the Agreement” is equal to (i) the “Total Service Charge for Term,” plus (ii) the “Total Pre-Discount/Subsidy Cost of Devices,” minus (iii) 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 the entire Service Period applicable to such line, without any suspension or termination of any line of Service that received the Device Discount/Subsidy.
- Customer agrees that it cannot change or move a line of Service with a Device Discount/Subsidy to 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 subsection (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 promotional offers.
- Customer’s account must remain in good standing with T-Mobile to receive the Device Discount/Subsidy.
- Lines of Service that are terminated or suspended (without reactivation) prior to the completion of their Service Period will be subject to repayment of the Device Discount/Subsidy as set forth below in subsection (c).

(b) **Device Discount/Subsidy on Customer’s Master Account.** Subject to the requirements in the subsection (a) 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 its applicable Service Period (if using a one year Service Period), then Customer agrees to reimburse T-Mobile a pro rata portion of the Device Discount/Subsidy equal to (i) 1/12th of the discounted or subsidized amount, multiplied by (ii) the number of months remaining in the applicable Service Period (i.e., the uncompleted months of the Service Period). T-Mobile will charge Customer the repayment amount of the Device Discount/Subsidy for each line of Service terminated before the end of the applicable Service Period on Customer’s monthly bill.

6. **Prepayment.** Customer may, at its option, prepay in whole or in part Customer’s total fee commitment for Services and Devices ordered under this Agreement. 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.

7. 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 Exhibit A.

8. 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
Email Copy To:	Legal_Government_Contracts@T-Mobile.com

Customer:

Name of Customer/ Contact Name:	The City of Corpus Christi, Corpus Christi Public Library/ Debra Read, Business Manager
Address:	805 Comanche Street, Corpus Christi, TX 78401
Telephone:	(361) 826-7000
Email:	debrar@cctexas.com

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

The City of Corpus Christi, Corpus Christi Public Library	Contractor: T-Mobile USA, Inc.
Signature:	Signature:
Printed Name:	Printed Name:
Title:	Title:
Date:	Date:
	Reviewed and Acknowledged: _____
	T-Mobile USA, Inc. Legal Department

EXHIBIT A
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