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 GILROY UNIFIED SCHOOL DISTRICT [Full Name of School/School District], a(n) 501(C)(3) [state of formation] PUBLIC AGENCY [type of entity], with its principal place of business at 7810 ARROYO CIRCLE, GILROY CA [Customer address] ("**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: 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
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)
Government Unlimited LTE	$20	Unlimited on device 4G LTE data	Hotspot to be provided at no charge (cost of hotspot before subsidy: $84)

**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)	Total Monthly Billing for Services	If applicable, Total Costs for Device	Total Customer Commitment for Service and Device for the Term of the Agreement
340	☐ $10 ☑ $20	$ 6,800	$ 0.00	$ 81,600

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 $1/12^{th}$ 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 38th 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 38th Street, Bellevue, WA 98006

Customer:

Name of School/ Contact Name:	Gilroy Unified School District Alvaro Meza
Address:	7810 Arroyo Circle
Telephone:	669-205-4080
Email:	alvaro.meza@gilroyunified.org

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

Customer: Gilroy Unified School District	**Contractor: T-Mobile USA, Inc.**
Signature:	Signature:
Printed Name: Alvaro Meza	Printed Name:
Title: Assistant Superintendent/C.B.O.	Title:
Date:	Date:
	Reviewed and Acknowledged: _____ T-Mobile USA, Inc. CSCA Representative