

T-Mobile for Education Renewal Agreement No. 1083627

This T-Mobile for Education Renewal Agreement ("**Renewal Agreement**") is effective as of the date the second Party signs this Agreement below ("**Renewal Agreement Effective Date**"), and is by and between T-Mobile USA, Inc., a Delaware corporation ("**T-Mobile**" or "**Contractor**"), and Cedar Rapids Community School District, a public school system in the State of Iowa, with its principal place of business at 2500 Edgewood Road, Cedar Rapids, IA 52405 ("**Customer**").

T-Mobile and Customer acknowledge they are parties to the T-Mobile for Education Agreements listed in Exhibit B attached hereto, Previous T-Mobile for Education Agreements ("**Exhibit B**") ("**Previous T-Mobile Agreements**").

T-Mobile and Customer desire to renew the Previous T-Mobile Agreements in accordance with the terms and conditions of this Renewal Agreement.

AGREEMENT

1. Renewal Term. The parties agree that the term of the Previous T-Mobile Agreements is renewed for 12 months beginning on the July 1, 2021 and expiring on June 30, 2022 ("**Renewal Term**"). In addition, following the expiration of the Renewal Term, T-Mobile will continue to provide the Services to Customer under the pricing and discounts set forth in the Renewal 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 Services.

2. Renewal of Service/Devices. Customer activated a total of 2,420 lines of Service ("**Original Line Number**") and purchased/received a total of 2,420 Devices ("**Original Device Number**") under the Previous T-Mobile Agreements. This Renewal Agreement applies to the following portions of the Previous T-Mobile Agreements:

☒ 2,420 lines of Service and Devices

3. The Previous T-Mobile Agreements are amended by deleting the applicable **Offer/Pricing/Total Order sections** in their entirety and replacing with the following combined table:

Total Customer Commitment for Services Provided under the Renewal Agreement:

Total # of Lines of Service	MRC/Line-Rate Plan (check applicable rate plan)	Term Length (months)	Total Service Charge for Renewal Term	Total Service Credit to Customer under T-Mobile EmpowerED ¹	Total Customer Commitment for Service for Renewal Term ²
2,420	<input checked="" type="checkbox"/> \$20	12	\$580,800	\$140,263 [2,420 Lines * \$4.83 * 12 months]	\$440,537

¹ T-Mobile will provide Customer a Service Credit of \$4.83 per line per month during the Term as follows: \$20 MRC - \$4.83 = \$15.17 MRC/line.

² Total Customer Commitment for Service for Renewal Term is equal to the Total Service Charge for the Renewal Term subtracted from the Total Service Credit to Customer.

4. 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, 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.

5. 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 **Exhibit A** 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.

6. Except as modified by this Renewal Agreement, all terms and conditions of the Previous T-Mobile Agreements will remain in full force and effect during the Renewal Term. All terms not defined herein will have the meaning given to them in the Previous T-Mobile Agreements. In the event of a conflict between the terms of this Renewal Agreement and the Previous T-Mobile Agreements, the terms of this Renewal Agreement will control.

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

Customer: Cedar Rapids Community School District	Contractor: T-Mobile USA, Inc.
Signature: DRAFT – NOT FOR SIGNATURE	Signature: DRAFT – NOT FOR SIGNATURE
Printed Name:	Printed Name: David Bezzant
Title:	Title: Vice President, T-Mobile for Government
Date:	Date:
	Legal Approved by: _____ T-Mobile USA, Inc. Legal Department

DRAFT

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 T-Mobile for Education 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.

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 applicable data usage/streaming limits, if any. 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 T-Mobile for Education 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 Privacy Policies" at <https://www.t-mobile.com/privacy-center/our-practices>.

EXHIBIT B
Previous T-Mobile for Education Agreements

Previous T-Mobile for Education Agreements

Previous T-Mobile for Education Agreements						
T-Mobile for Education Agreements	Contract No.	Signed by Customer	Signed by T-Mobile	Term (Months)	Original Lines/Renewed Lines	Original Devices
T-Mobile for Education COVID-19 (Hotspot)		6/15/2020		12	1,500/1,500	1,500
T-Mobile for Education COVID-19 (Hotspot)	9935556	11/17/20	11/17/20	12	25/25	25
T-Mobile for Education COVID-19 (Hotspot)	936651	11/17/20	11/17/20	12	62/62	62
T-Mobile Project 10Million Agreement (Program)	935162	11/12/20	11/12/20	12	833/833	833
TOTALS					2,420	2,420