

OK AS TO FORM
A.M.H. 9.15.2022

AMENDMENT TO T-MOBILE PROJECT 10MILLION AGREEMENT (GENERAL)

This Amendment ("Amendment"), which will be effective as of the date the second Party signs this Amendment below (the "Amendment Effective Date"), is made by and between T-Mobile USA, Inc., a Delaware corporation ("T-Mobile" or "Contractor") and Jefferson County Public Schools, a public school district located in Jefferson County, Kentucky, with its principal place of business at 3332 Newburg Rd, Louisville, KY 40218 ("Customer"). Customer and T-Mobile are referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS

- A. Customer and T-Mobile are Parties to that certain T-Mobile Project 10Million Agreement (General) for 24,025 lines of Service dated 2/22/2022, T-Mobile CLM# 1295066 (the "Agreement").
- B. Customer and T-Mobile are Parties to the following additional T-Mobile Project 10Million Agreements (Program) (the "Previous Agreements") and Customer wishes to migrate/transfer these lines of service purchased under these Previous Agreements to lines of service to be governed under the terms and conditions of this Amendment:
 - ☐ 12,000 lines of Service dated 5/19/2021, T-Mobile CLM# 1038908
 - ☐ 15,000 lines of Service dated 5/19/2021, T-Mobile CLM# 1030136
- C. The Parties desire to amend the Agreement as described in this Amendment.

In consideration of the mutual covenants in this Amendment, the Parties amend the Agreement as follows:

1. The term of this Agreement will continue for as long as there is a line of Service that is active under this Agreement ("Term"). Each line of Service activated under this Agreement will have the service term associated with the rate plan (described in Section 3 below) that such line is on (the "Service Period"). A line's Service Period begins on the date of activation of such line of Service.
2. T-Mobile and Customer agree that this Amendment will supersede and replace the Previous Agreements referenced above as of the Amendment Effective Date, subject to the terms and conditions herein, and the Previous Agreements referenced above will be terminated in its entirety as of the Amendment Effective Date.
3. The parties agree to renew 51,000 lines of Service that were activated as set forth in sections A and B above and Customer agrees to purchase an additional 24,500 new/additional lines of Service and Sections 3 and 4 in the Agreement are hereby deleted in their entirety and replaced with the following:

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

Rate Plan	Service Period	Monthly Recurring Charge/Line	Features ¹	No Device – SIM Only (SIM Card/eSIM) ^{2,3}
GOV EDU M.I 2GB Stackable SOC: GMIED2GSK	24 Months	\$5.00	<ul style="list-style-type: none"> • 2GB of stackable data per line • Unlimited messaging • \$3.75 per GB additional for data over Customer's stacking allotment per line • Simple Global • Smartphone Mobile Hotspot • Limited domestic data roaming 	\$0/SIM

¹ During congestion, Project 10Million customers may notice speeds lower than other customers due to data prioritization. Video typically streams at DVD quality (480p). Limited time offer; subject to change. Available lines are limited. Intended for student mobile connectivity. Monthly data service ends at 100GB on \$12 plan. Monthly Regulatory Programs (RPF) & Telco Recovery

Fee (TRF) totaling \$1.40 per data only line (\$0.12 for RPF & \$1.28 for TRF) apply. RPF and TRF subject to change upon notice. Roaming not available. **Video streams** at up to 1.5Mbps. Optimization may affect speed of video downloads; does not apply to video uploads. For best performance, leave any video streaming applications at their default automatic resolution setting. **Coverage** not available in some areas. **Network Management:** Service may be **slowed, suspended, terminated, or restricted** for misuse, abnormal use, interference with our network or ability to provide quality service to other users, or significant roaming. During congestion the small fraction of customers using >50GB/mo. may notice reduced speeds until next monthly cycle due to data prioritization. See T-Mobile.com/OpenInternet for details. See **Terms and Conditions** at www.T-Mobile.com for additional information.

² This free hotspot offer is subject to inventory availability. Specific hotspot device type(s) provided to Customer is at T-Mobile's discretion. Eligible end users ("**Eligible Students**") must be a K-12 student enrolled in a school within Customer's school district (if Customer is a school district) or enrolled in the school (if Customer is a school). Limit of one free hotspot device per Eligible Student.

³ Notwithstanding note 2 above, Customer has specifically requested and T-Mobile approves that Customer will utilize 75,500 Customer-provided devices in lieu of receiving a free hotspot Device from T-Mobile. Customer certifies that such Customer-provided devices are compatible with T-Mobile's Service. T-Mobile agrees, as needed and requested, to provide SIM/eSIM card for each such Customer-provided device.

* Customer will be charged an overage rate of \$3.75 per 1GB over Customer's pooled 2GB data usage limit. T-Mobile will provide Customer a data usage report on a bi-weekly basis which will allow Customer to monitor if such usage is approaching data usage stacking bucket limits, which if exceeded would result in Customer incurring data overage charges. T-Mobile and Customer will cooperate in good faith to implement mitigation efforts to avoid incurring overage charges which may include, but may not be limited to, moving Customer to a new rate plan.

**Prices do not include applicable taxes and surcharges, and do not include CALNET administrative fee of 1%, which will be paid by Customer; not qualified for any further aggregate volume discount.

4. Total Order. Customer agrees to order the following lines of Service and Devices (if applicable):

Total # of Lines of Service	MRC/Line GOV EDU M.I 2GB Stackable Rate Plan ² SOC: GMIED2GSK	Service Period	Individual Device Value (Zero Cost to Customer)	Total Customer Commitment ¹
75,500 (51,000 + 24,500)	\$5.00 (75,000 + Lines)	24 Months	N/A	\$9,000,000

¹ "Total Customer Commitment" for the applicable Service Period is calculated by multiplying (i) "the Total # of Lines of Service" by (ii) the MRC/Line-Rate Plan by (iii) the number of months in the "Service Period".

² The \$5.00 MRC/Line-Rate Plan is subject to (i) Customer maintaining a monthly minimum of 75,000 or more active lines of Service during the Service Period and (ii) Customer will make a one-time up-front payment in the amount of \$4,530,000 for the first 12-months of Service under this Amendment (75,000 Lines of Service x \$5.00/MRC/Line x 12 Months).

³ T-Mobile will provide 24,500 SIM/eSIM cards at no cost to Customer.

*Amounts above do not include applicable taxes and surcharges, and do not include CALNET administrative fee of 1%, which will be paid by Customer; not qualified for any further aggregate volume discount.

4. Unless otherwise defined herein, capitalized terms used in this Amendment will have the meaning given to them in the Agreement.
5. Except as contained in this Amendment, all terms and conditions of the Agreement will remain in full force and effect.
6. In the event of any inconsistency between the Agreement and the terms of this Amendment, the terms of this Amendment will control.

[Signature Paragraph on next page]

The Parties have caused this Amendment to be executed by their duly authorized representatives effective as of the Amendment Effective Date.

Customer: Jefferson County Public Schools	Contractor: T-Mobile USA, Inc.
Signature:	Signature:  <small>DocuSigned by: 8F686CC9343743G...</small>
Printed Name: Martin Pollio, Ed.D.	Printed Name: David Bezzant
Title: Superintendent	Title: Vice President
Date:	Date: 9/21/2022
	Legal Approved by:  9/21/2022 <small>DocuSigned by: 8F686CC9343743G...</small> T-Mobile USA, Inc. Legal Department



T-Mobile Project 10Million Agreement (General)

This T-Mobile Project 10Million Agreement (General) ("**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 Jefferson County Public Schools, a public school district located in Jefferson County, Kentucky, with its principal place of business at 3332 Newburg Rd, Louisville, KY 40218 ("**Customer**").

1. **Term.** The term of this Agreement will continue for as long as there is a line of Service that is active under this Agreement ("**Term**"). Each line of Service activated under this Agreement will have the service term associated with the rate plan (described in Section 3 below) that such line is on (the "**Service Period**"). A line's Service Period begins on the date of activation of such line of Service.
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 and the State of Kentucky Participating Addendum, State Contract No. MA 758 2100000437 ("**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 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:**

Rate Plan	Service Period	Monthly Recurring Charge/Line	Features ¹	Device Cost (Hotspot) ^{2,3}
Project 10Million 1-year Unlimited Plan - SOC: P10MUN15	12 Months	\$15	Unlimited on device 4G LTE data	N/A

¹ During congestion, Project 10Million customers may notice speeds lower than other customers due to data prioritization. Video typically streams at DVD quality (480p). Limited time offer; subject to change. Available lines are limited. Intended for student mobile connectivity. Monthly data service ends at 100GB on \$12 plan. Monthly Regulatory

Programs (RPF) & Telco Recovery Fee (TRF) totaling \$1.40 per data only line (\$0.12 for RPF & \$1.28 for TRF) apply. RPF and TRF subject to change upon notice. Roaming not available. Video streams at up to 1.5Mbps. Optimization may affect speed of video downloads; does not apply to video uploads. For best performance, leave any video streaming applications at their default automatic resolution setting. Coverage not available in some areas. **Network Management:** Service may be slowed, suspended, terminated, or restricted for misuse, abnormal use, interference with our network or ability to provide quality service to other users, or significant roaming. During congestion the small fraction of customers using >50GB/mo. may notice reduced speeds until next monthly cycle due to data prioritization. See T-Mobile.com/OpenInternet for details. See Terms and Conditions at www.T-Mobile.com for additional information.

² This free hotspot offer is subject to inventory availability. Specific hotspot device type(s) provided to Customer is at T-Mobile's discretion. Eligible end users ("Eligible Students") must be a K-12 student enrolled in a school within Customer's school district (if Customer is a school district) or enrolled in the school (if Customer is a school). Limit of one free hotspot device per Eligible Student.

³ Notwithstanding note 2 above, Customer has specifically requested and T-Mobile approves that Customer will utilize 24,025 Customer-provided devices in lieu of receiving a free hotspot Device from T-Mobile. Customer certifies that such Customer-provided devices are compatible with T-Mobile's Service. T-Mobile agrees, as needed and requested, to provide up to one SIM/eSIM card for each such Customer-provided device.

*Prices do not include applicable taxes and surcharges, and do not include CALNET administrative fee of 1%, which will be paid by Customer; not qualified for any further aggregate volume discount.

4. Total Order. Customer agrees to order the following lines of Service and Devices:

Total # of Lines of Service	Rate Plan Project 10Million 1-year Unlimited Plan - SOC: P10MUN15	Service Period	Individual Device Value (Zero Cost to Customer)	Total Customer Commitment ¹
24,025	\$15 [\$12.50 per month after \$2.50 per month Service Credit]	12 Months	N/A	\$3,603,750

¹ "Total Customer Commitment" for the applicable Service Period is calculated by multiplying (i) "the Total # of Lines of Service" by (ii) the applicable Rate Plan amount per device by (iii) the number of months in the "Service Period" [24,025 Lines of Service x \$12.50 MRC/Line x 12 months].

² T-Mobile will provide Customer an upfront credit of \$2.50 per Line per month for each line activated up to a total credit amount not to exceed \$720,750 [24,025 Lines of Service x \$2.50 per Line x 12 months].

³ Customer will prepay for 12 months of Service: Total Customer Commitment = \$3,603,750.

*Amounts above do not include applicable taxes and surcharges, and do not include CALNET administrative fee of 1%, which will be paid by Customer; not qualified for any further aggregate volume discount.

5. (a) Additional Stipulations.

- Except as set forth herein, Customer must utilize the Devices from T-Mobile with an activated line of Service based on one of the rate plans listed above under its Master Account.
- Customer agrees that it cannot change or move the lines of Service to a different or lower rate plan during the lines' Service Period and if it does, Customer will reimburse T-Mobile as set forth in Section 5(b) below.
- Each line of Service and each Device must be activated in accordance with the terms of the Master Agreement.
- If applicable, the free Device described in the rate plans above 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.
- Each line of Service must be activated and maintained for at least the full length of such line's applicable Service Period (e.g., 12 months or 24 months), provided that Customer may suspend lines up to 60 days during the summer months while Customer is not in session; however, the Service Periods for those lines with 12-month and 24-month Service Periods will be extended by the applicable number of

months of suspension when calculating whether or not such lines have completed their 12-month and 24-month Service Periods (as applicable), and the months while the lines are suspended will not qualify to meet the applicable Service Period.

- (b) **Early Termination or Suspension of Service Period; Hotspot Repayment.** If any line of Service that received a free Device is terminated or suspended (without reactivation within 60 days of such termination or suspension) prior to the end of the applicable Service Period, then Customer agrees to reimburse T-Mobile a pro rata portion of the Individual Device Value (identified in the table in Section 4 above) equal to 1/12th (for lines with 12-month terms) or 1/24th (for lines with 24-month terms), as applicable, of the Individual Device Value for each month remaining in the Service Period. For purposes of the Device repayment in this subsection (b), lines of Service that are Month-to-Month will be treated as having a 12-month term. For example, if Customer has 100 Devices (each with an Individual Device Value of \$84) and those Devices have associated lines of Service with a 12-month Service Period (or Month-to-Month), and Customer terminates all 100 lines after the seventh month of the Service Period has ended (leaving 5 uncompleted months in the Service Period), then Customer will repay T-Mobile an amount calculated by multiplying (i) \$84, by (ii) 5/12ths, by (iii) 100 Devices, equaling a total repayment amount of \$3,500. T-Mobile will charge Customer the repayment amount for each line of Service terminated or suspended before the end of the applicable Service Period on Customer's monthly bill.
6. **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.
7. **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.
8. **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 B.
9. **Primary Contacts:** The primary contact individuals for this Agreement are as follows (or their named successors):

T-Mobile/Contractor

Name:	David Bezzant, Vice President, 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:

Customer Name/Contact:	Jefferson County Public Schools/Kermit Belcher
Address:	3332 Newburg Rd, Louisville, KY 40218
Telephone:	(502) 485-3011
Email:	kermit.belcher@jefferson.kyschools.us

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

Customer: Jefferson County Public Schools	Contractor: T-Mobile USA, Inc.
Signature:	Signature: <small>DocuSigned by:</small> <i>George Fischer</i>
Printed Name:	Printed Name: George Fischer
Title:	Title: SVP, T-Mobile Business Sales
Date:	Date: 2/22/2022
	Legal Approved by: 2/22/2022 <i>Thurick Duan</i> T-Mobile USA, Inc. Legal Department

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
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