

T-Mobile for Education Renewal Agreement

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 City of Chula Vista, a(n) California Municipal Entity, with its principal place of business at 276 Fourth Avenue, Chula Vista, CA 91910 ("**Customer**").

T-Mobile and Customer are parties to the following T-Mobile for Education agreement (the "**Original Agreement**"):

X T-Mobile for Education Covid-19 Agreement (Internet Connectivity Device (Non-Hotspot)), dated May 07, 2020 (T-Mobile CLM# 838437)

T-Mobile and Customer desire to renew their Original Agreement in accordance with the terms and conditions of this Renewal Agreement. The Original Agreement and the Renewal Agreement are collectively the "**Renewed Agreement**."

AGREEMENT

1. Renewal Term. The parties agree that the term of the Original Agreement is renewed for the following renewal period after the expiration date of the Original Agreement ("**Renewal Term**"):

X One (1) year, starting on the day after the expiration date of the Original Agreement

Notwithstanding anything to the contrary in the Original Agreement or this Renewal Agreement, the Renewed Agreement will remain in effect until each active line of Service under the Original Agreement or this Renewal Agreement has completed its minimum service 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 Renewed 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 2000 lines of Service ("**Original Line Number**") and purchased/received a total of 2000 Devices ("**Original Device Number**") pursuant to the Original Agreement. This Renewal Agreement applies to the following portions of the Original Line Number and Original Device Number:

X The entire Original Line Number and entire Original Device Number

3. 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.

4. Except as modified by this Renewal Agreement, all terms and conditions of the Original Agreement 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 Original Agreement. In the event of a conflict between the terms of this Renewal Agreement and the Original Agreement, 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: City of Chula Vista	Contractor: T-Mobile USA, Inc.
Signature:	Signature:
Printed Name:	Printed Name:
Title:	Title:
Date:	Date:
	Reviewed and Acknowledged: _____ T-Mobile USA, Inc. CSCA Representative

In Process