

**UNIVERSITY OF VIRGINIA
LETTER OF AGREEMENT**

March 10, 2020

Dear Raegan,

This letter of agreement (“Agreement”) confirms the participation of Southwest Airlines Co. (“Carrier”) in the University of Virginia (“Customer”) travel program. We are pleased to present the following performance based offer outlined below.

CUSTOMER TO RECEIVE:

- Agreement effective April 1, 2020 (“Effective Date”) through March 31, 2021.
- Carrier’s fares exclude any applicable transportation tax, excess baggage charges, airport taxes, federal inspection fees, passenger facility charges, departure taxes, GST, sales, transfer or use taxes, or any similar taxes, levies or charges, or any other ancillary duties and charges, and Eligible Travelers shall pay such taxes, fees, or charges.

- Eligible Distribution Channels

SGS--99736626--Dedicated SWABIZ--99736626--Dedicated

SWABIZ (domestic and/or international)
Southwest Gateway Services (domestic and/or international)

- Southwest Airlines Rapid Rewards frequent flyer bonus points:
 - Bonus Points are valid from April 1, 2020 until March 31, 2021
 - 100% Rapid Rewards Frequent Flyer bonus points for all flown segments booked via SWABIZ/SGS CID # 99736626
 - Rapid Rewards Membership link to include in traveler communication and internal sites:
 - www.southwest.com/corporaterapidrewards

CARRIER TO RECEIVE:

- Designation of Southwest Airlines as a Preferred Carrier within Customer's travel program and policy
- Flown Segment Targets:

Minimum Quarterly Flown Segments	32
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- Communication of offer to Customer's travelers and travel agents.
- Commitment to meet quarterly to review contract performance and share Carrier and total airline market share reports.

TERMS AND CONDITIONS

This Agreement is not effective until signed by both parties.

Either party may terminate this Agreement by 14-days' prior written notice to the other, but in any event it shall terminate at the end date of the period as identified above, unless mutually extended in writing.

Neither party may assign their rights or obligations under this Agreement without the express written consent of the other. This Agreement may be executed in one or more counterparts (sent via mail, facsimile, PDF, or similar means), each of which shall be deemed an original and all of which together shall constitute one and the same agreement. No oral statements or conversations between the parties hereto or their representatives, whether the same shall have been express or implied, occurring either before or after the execution of this Agreement, shall be construed as having any bearing or affect upon this Agreement or any portion hereof, it being understood that this written Agreement embodies the entire agreement and understanding between the parties hereto relating to the subject matter hereof.

Neither Party shall be liable to the other Party for any indirect, incidental, special or consequential damages (including, without limitation, any damages arising from loss of use or lost business, revenue, profits, data or goodwill) arising in connection with this Agreement, whether in an action in contract, tort, strict liability, or negligence, even if advised of the possibility of such damages.



IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

SOUTHWEST AIRLINES CO.

UNIVERSITY OF VIRGINIA

By: Kevin Sullivan
Kevin Sullivan (Mar 27, 2020)

DocuSigned by:
By: Angelo Maurelli
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Printed Name: Kevin Sullivan

Printed Name: _____

Title: Senior Director, Southwest Business

Title: The Rector and Visitors of the University of Virginia
Angelo Maurelli
Associate Vice President for Financial Operations

Date: Mar 27, 2020

Date: 3/26/2020

Tracking PO: UVA-VSA-TRAV-00199

Corp Travel LOA - University of Virginia_ 2020-04-01 - 2021-03-31 changes accepted AN (002)

Final Audit Report

2020-03-27

Created:	2020-03-26
By:	Alexis Skipper (Alexis.Skipper@wnco.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA6M9ukSE3Ndo03CD_h5oL2V134entj1Ik


"Corp Travel LOA - University of Virginia_ 2020-04-01 - 2021-03-31 changes accepted AN (002)" History

 Document digitally presigned by DocuSign\, Inc. (techops@docusign.com)

2020-03-26 - 7:56:41 PM GMT- IP address: 64.143.215.214

 Document created by Alexis Skipper (Alexis.Skipper@wnco.com)


2020-03-26 - 9:08:29 PM GMT- IP address: 64.143.215.214

 Document emailed to Kevin Sullivan (kevin.sullivan@wnco.com) for signature


2020-03-26 - 9:09:31 PM GMT

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2020-03-26 - 9:18:58 PM GMT- IP address: 75.51.231.226

 Document e-signed by Kevin Sullivan (kevin.sullivan@wnco.com)

Signature Date: 2020-03-27 - 1:28:12 PM GMT - Time Source: server- IP address: 75.51.231.226

 Signed document emailed to Alexis Skipper (Alexis.Skipper@wnco.com) and Kevin Sullivan (kevin.sullivan@wnco.com)

2020-03-27 - 1:28:12 PM GMT

AMENDMENT TO CORPORATE TRAVEL AGREEMENT

This AMENDMENT NUMBER 2 TO CORPORATE TRAVEL AGREEMENT (this “Amendment”) is effective as of December 15, 2021 by and among University of Virginia (“Customer”) and Southwest Airlines Co. on behalf of itself and its affiliates (hereinafter referred to as “Carrier”).

RECITALS:

Customer and Carrier are parties to an agreement entitled Corporate Travel Agreement, effective December 15, 2021, (as amended, restated, or otherwise modified, the “Agreement”), and the parties desire to amend such Agreement;

NOW THEREFORE, in consideration of the mutual promises and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Customer and Carrier hereby agree to amend the Agreement as follows:

Article 1 DEFINITIONS

1.1 Definitions. Capitalized terms used in this Amendment, to the extent not otherwise defined herein, shall have the same meanings as in the Agreement, as amended hereby.

Article 2 AMENDMENTS

2.1 Amendment to Section 1. Section 1 is amended in its entirety to read as follows:

Section 1. Term

This agreement begins on the Effective Date and shall continue in effect through December 31, 2022 (the “Term”).

2.2 Amendment to Exhibit A. Exhibit A is amended in its entirety to read as follows:

Customer to Receive:

- Eligible Distribution Channels for Bonus Points

Channel	Type	Code/Identifier	Sub Type	GDS Type	Disc Code
SPS/SWABIZ	CID	99448414	Dedicated		
SPS/SWABIZ	CID	99736626	Dedicated		
GDS	PCC	T5E	AQUA/QC	Apollo	UVA
GDS	PCC	CU2	AQUA/QC	Apollo	UVA
GDS	PCC	S7A	AQUA/QC	Apollo	UVA
GDS	PCC	BK8	AQUA/QC	WorldSpan	UVA00

GDS	PCC	N1L	AQUA/QC	WorldSpan	UVA00
GDS	PCC	6LV	AQUA/QC	WorldSpan	UVA00
GDS	PCC	G74	AQUA/QC	WorldSpan	UVA00
GDS	Tour Code	99736626	Dedicated		
GDS	Tour Code	99448414	Dedicated		

SWABIZ (domestic only)

GDS (Domestic and/or International, excluding Mexico)

- Southwest Airlines Rapid Rewards bonus points:
 - Bonus Points are valid from April 1, 2020 until December 31, 2022
 - 100% Rapid Rewards bonus points for all flown segments booked via SWABIZ/SGS CID # 99736626, 99448414
 - Rapid Rewards Membership link to include in traveler communication and internal sites:
 - www.southwest.com/corporaterapidrewards
- Commitment to review contract performance and share Southwest Airlines flown segment and revenue reports quarterly

Carrier to Receive:

- Designation of Southwest Airlines as a Preferred Carrier within Customer's travel program and policy
- Communication to Customer's travelers and travel agents regarding Southwest Airlines preferred status and agreements
 - Company intranet travel site, online booking tool, etc.
- Commitment to meet quarterly to review contract performance and share Southwest Airlines and total airline market share reports

Article 3 MISCELLANEOUS

Any provision of this Amendment held by a court of competent jurisdiction to be invalid or unenforceable shall not impair or invalidate the remainder of this Amendment and the effect thereof shall be confined to the provision so held to be invalid or unenforceable. This Amendment is the product of negotiations between the parties and shall be construed as if jointly prepared and drafted by them, and no provision of this Amendment shall be construed for or against any party due to its actual role in the preparation or drafting hereof by reason of ambiguity in language and/or rules of construction against the drafting party or similar doctrine. This Amendment supersedes all prior oral or written agreements and understandings between the parties relating to the Amendment, and may not be contradicted or varied by evidence of prior, contemporaneous or subsequent oral agreements or discussions of the parties hereto. The terms and provisions set forth in this Amendment shall modify and supersede all inconsistent terms and provisions set forth in the Agreement and except as expressly modified and superseded by this Amendment, the terms and provisions of the Agreement are ratified and confirmed and shall continue in full force and effect. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the undersigned by their duly authorized representatives have executed and delivered this Amendment as of the day and year first above written.

SOUTHWEST AIRLINES CO.

UNIVERSITY OF VIRGINIA

By: *Kevin Sullivan*
Kevin Sullivan (Nov 29, 2021 13:06 CST)

DocuSigned by:
By: *Alita Salley*
B163FD2F8E67476...

Name: Kevin Sullivan

Name: Alita Salley

Title: Senior Director, Southwest Business

Title: Alita Salley, Director of Strategic Sourcing
12/1/2021

^{DS}
ck

UVA-VSA-1113






Corp Travel Amendment - University of Virginia_2020-04-01-2022-12-31

Final Audit Report

2021-11-29

Created:	2021-11-29
By:	Donna Willard (donna.willard@wnco.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAaD16TVe3RF-QNVyMwcbt2w9HP05v2ayC

"Corp Travel Amendment - University of Virginia_2020-04-01-2022-12-31" History

-  Document created by Donna Willard (donna.willard@wnco.com)
2021-11-29 - 7:01:40 PM GMT- IP address: 65.170.41.5
-  Document emailed to Kevin Sullivan (kevin.sullivan@wnco.com) for signature
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-  Email viewed by Kevin Sullivan (kevin.sullivan@wnco.com)
2021-11-29 - 7:04:04 PM GMT- IP address: 65.170.41.5
-  Document e-signed by Kevin Sullivan (kevin.sullivan@wnco.com)
Signature Date: 2021-11-29 - 7:06:03 PM GMT - Time Source: server- IP address: 166.205.97.84
-  Agreement completed.
2021-11-29 - 7:06:03 PM GMT



University of Virginia Contract Acceptance Form
A Commonwealth of Virginia Institution of Higher Education

SUPPLIER NAME: Southwest Airlines Co

University of Virginia PO# / Tracking#: 2102624

The University of Virginia ("University") and the Supplier are entering into an agreement and, for their mutual convenience, the parties are using the standard contract form/agreement/terms & conditions/etc. provided by the Supplier, referred to hereafter as the "Supplier's Contract Form". Nonetheless, because the University, a public institution of higher education in the Commonwealth of Virginia, is precluded by law, regulation and/or policy from accepting certain clauses/contractual provisions that may appear in the Supplier's Contract Form, the parties specifically agree that the Supplier Contract Form is acceptable only to the extent it does not conflict with the exceptions noted in this Addendum.

As used within, the term "Agreement" means this Addendum and the Supplier's Contract Form together with any other addenda or exhibits constituting part of the written contract between the parties. This Agreement constitutes the entire agreement between the University and the Supplier. This Agreement may not be waived or modified except by written agreement between the parties. In the event that the Supplier enters into terms of use agreements or other agreements or understandings with University employees and students (whether electronic, click-through, verbal, or in writing), the terms and conditions of this Agreement shall prevail.

Therefore, by my signature, the attached Supplier's Contract Form is, with the exceptions noted below, acceptable to the University.

For the Rector and Visitors of the University of Virginia

A handwritten signature in black ink, appearing to read "JG", written over a horizontal line.

Jennifer Glassman, Director
Procurement and Supplier Diversity Services

Exceptions to the Supplier's Contract Form:

1. Requiring or stating that the terms of the Supplier's Contract Form shall prevail over the terms of this Addendum in the event of conflict.
2. Requiring the application of the law of any state other than Virginia in interpreting or enforcing the Agreement, or requiring that any dispute under the Agreement be resolved in the courts of any state other than Virginia. This Agreement will comply with all applicable laws of the Commonwealth of Virginia and the University's Purchasing Terms and Conditions.
3. Requiring the University to indemnify or hold harmless the Supplier for any act or omission. To the extent permitted by the laws of the Commonwealth of Virginia, the University will be responsible for the acts or omissions of its agents and employees causing harm to persons not a party to this agreement. Nothing herein will be construed as a waiver of the sovereign immunity of the Commonwealth of Virginia.
4. Renewing or extending this Agreement beyond the contract term or automatically continuing the contract period from term to term. Any extension or renewal must be mutually agreed to by both parties.
5. Requiring the University to maintain any type of insurance either for the University's benefit or for the Supplier's benefit.

University of Virginia Contract Acceptance Form

Page 2

6. In the case of Supplier indemnities, requiring the University to give sole control over the litigation and/or settlement of any claim. Any compromise or settlement of any claim shall be approved in accordance with Code of Virginia §2.2-514.
7. Imposing interest charges contrary to that specified by the Code of Virginia.
8. Requiring the University to agree to or be subject to any form of equitable relief not authorized by the Constitution or the laws of Virginia
9. Releasing the Supplier or any other entity or person from its legal liability, or limiting liability for unlawful or negligent conduct or failure to comply with any duty recognized or imposed by applicable law.
10. Requiring any total or partial compensation or payment for lost profit or liquidated damages by the University if the Agreement is terminated before the end of the contract term.
11. Requiring that the Agreement be "accepted" or endorsed by the home office or by any other officer subsequent to execution by an official of the University before the Agreement is considered in effect, or otherwise delaying the acceptance of this Agreement or its effective date beyond the date of execution by the University.
12. Changing the time period within which claims can be made or actions can be brought under the laws of the Commonwealth of Virginia.
13. Prohibiting the University from recovering its lawful damages incurred as a result of a breach of this Agreement.
14. Limiting the liability of the Supplier for property damage or personal injury.
15. Permitting unilateral modification of this Agreement by the Supplier.
16. Binding the University to any arbitration or to the decision of any arbitration board, commission, panel or other entity.
17. **Obligating** the University to pay costs of collection or attorney fees.
18. Granting the Supplier a security interest in property of the University.
19. Obligating the University to pay taxes for tax exempt goods/services. (Our tax exempt registration number is 54-6001796.)
20. Requiring title to transfer other than at the University's facility.
21. Requiring the Supplier Contract Form to be kept confidential or that pricing/fees be kept confidential.
22. Requiring the waiver of a jury trial.
23. Requiring a deposit payment be made or requiring payment terms other than what the Supplier agreed to when they registered with the University. The payment date is determined from the date of completion of services or the receipt date of a correct invoice, whichever is later.

AMENDMENT TO CORPORATE TRAVEL LETTER OF AGREEMENT

This AMENDMENT NUMBER 1 TO CORPORATE TRAVEL LETTER OF AGREEMENT (this “Amendment”) is effective as of March 15, 2021 by and among University of Virginia (“Customer”) and Southwest Airlines Co. on behalf of itself and its affiliates (hereinafter referred to as “Carrier”).

RECITALS:

Customer and Carrier are parties to an agreement entitled Corporate Travel Letter of Agreement, effective April 1, 2020 (as amended, restated, or otherwise modified, the “Agreement”), and the parties desire to amend such Agreement;

NOW THEREFORE, in consideration of the mutual promises and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Customer and Carrier hereby agree to amend the Agreement as follows:

Article 1 DEFINITIONS

- 1.1 Definitions. Capitalized terms used in this Amendment, to the extent not otherwise defined herein, shall have the same meanings as in the Agreement, as amended hereby.

Article 2 AMENDMENTS

- 2.1 Amendment to Section 1. Section 1 of the Agreement is amended in its entirety to read as follows:

Section 1. Term

This Agreement begins on the Effective Date and shall continue in effect through December 31, 2021 (the “**Term**”).

- 2.2 Amendment to Exhibit A. Exhibit A is amended in its entirety to read as follows:

Customer to Receive:

- Commitment to review contract performance and share Southwest Airlines flown segment and revenue reports monthly, or at a minimum quarterly

Carrier to Receive:

- Commitment to meet monthly, or at a minimum quarterly to review contract performance and share Southwest Airlines and total airline market share reports
 - Automated monthly, or at a minimum quarterly WN/OA data reports may be established by the Travel Management Company

Article 3 MISCELLANEOUS

Any provision of this Amendment held by a court of competent jurisdiction to be invalid or unenforceable shall not impair or invalidate the remainder of this Amendment and the effect thereof shall be confined to the provision so held to be invalid or unenforceable. This Amendment is the product of negotiations between the parties and shall be construed as if jointly prepared and drafted by them, and no provision of this Amendment shall be construed for or against any party due to its actual role in the preparation or drafting hereof by reason of ambiguity in language and/or rules of construction against the drafting party or similar doctrine. This Amendment supersedes all prior oral or written agreements and understandings between the parties relating to the Amendment, and may not be contradicted or varied by evidence of prior, contemporaneous or subsequent oral agreements or discussions of the parties hereto. The terms and provisions set forth in this Amendment shall modify and supersede all inconsistent terms and provisions set forth in the Agreement and except as expressly modified and superseded by this Amendment, the terms and provisions of the Agreement are ratified and confirmed and shall continue in full force and effect. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the undersigned by their duly authorized representatives have executed and delivered this Amendment as of the day and year first above written.

SOUTHWEST AIRLINES CO.

UNIVERSITY OF VIRGINIA

By: _____

B  _____

The Rector and Visitors of the University of Virginia

Name: Kevin Sullivan

Name: Director of Procurement & Supplier Diversity Services

Jennifer Glassman

Title: Senior Director, Southwest Business

Title: _____

Tracking #:

2102624