

CORPORATE TRAVEL AGREEMENT

This Corporate Travel Agreement (this “Agreement”) is made and entered on the 1st day of January, 2023 (the “**Effective Date**”) by and between **Southwest Airlines Co.** together with its affiliates (hereinafter referred to as “**Carrier**”), a Texas corporation, having its principal place of business at 2702 Love Field Drive, Dallas, Texas 75235, and The Rector and Visitors of the University of Virginia (together with its Affiliates, hereinafter referred to as “**Customer**”), a Virginia corporation, having its principal place of business at P.O. Box 400202, Charlottesville, Virginia 22904. Carrier and Customer may each be referred to individually as a “**Party**” and collectively as the “**Parties.**” “**Affiliate**” means any person or entity controlled by, controlling, or under common control with a Party.

WHEREAS, Carrier is engaged in the business of providing domestic and international commercial passenger air transportation services;

WHEREAS, Customer requires commercial passenger air transportation services to conduct its business; and

WHEREAS, Carrier will provide to Customer, and Customer will use, Carrier’s air transportation services in accordance with the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties hereto agree as follows:

1. Term

The benefits begin on the Effective Date and is effective for one (1) year from the date hereof (the “**Term**”).

2. Fares and Benefits

(a) As consideration for Customer flying a minimum number of system-wide flown segments with Carrier during each quarter as outlined in Exhibit A (“**Qualifying Segments**”), and provided that Customer is in compliance with the terms of this Agreement, Customer will be entitled to receive certain benefits as shown in Exhibit A. Under this Agreement, Customer’s access is limited to Carrier’s published scheduled service to or from the cities, or between the city-pairs, listed on Exhibit A. It is understood and agreed that in the event the actual Qualifying Segments flown are less than the estimated Qualifying Segment target thresholds, Carrier reserves the right to modify or adjust the Customer’s future benefits or Qualifying Segment targets as determined by Carrier in its sole discretion. Carrier will provide Customer with at least thirty (30) days prior written notice of any modifications or adjustments to the Customer’s benefits or Qualifying Segment targets.

(b) 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.

3. Eligible Distribution Channels and Eligible Travelers

This Agreement is for Customer’s Eligible Travelers who purchase passenger tickets issued via an eligible distribution channel set forth on Exhibit A (each an “Eligible Distribution Channel”).

Customer understands and agrees that the Eligible Distribution Channels designated on Exhibit A are the only Eligible Distribution Channels that may ticket a Qualifying Segment under the terms of this Agreement. Tickets booked on Carrier through any distribution channel other than an Eligible Distribution Channel will not be recognized by Carrier as a Qualifying Segment flown. “**Eligible Travelers**” who may participate in the travel program set forth in this Agreement are those who Customer has provided access to the Eligible Distribution Channels identified on Exhibit A.

4. Manner and Standard of Performance

Carrier agrees to observe all applicable requirements of the Transportation Security Administration (“**TSA**”) and other federal, state or municipal authorities which have jurisdiction over commercial airline services. All purchases will be subject to Carrier’s Contract of Carriage set out at <http://www.southwest.com/assets/pdfs/corporate-commitments/contract-of-carriage.pdf> (as amended, restated, or otherwise modified from time to time), and all rules applicable to the general public for the class or category of fare selected (including, without limitation, any charges to Eligible Traveler for changes in travel arrangements that may be applicable to the class or category of fare selected). Carrier does not warrant that flights will have the seating capacity desired or requested by Eligible Travelers. Carrier may discontinue flights, change flight schedules, or terminate or reduce service to any city at any time for any reason without prior notice, liability or obligation to Customer or any Eligible Traveler, and this Agreement will continue in full force and effect as to the cities and service not affected by such termination or reduction.

5. Confidentiality and Use of Marks

(a) Both Parties shall maintain as confidential and shall not disclose, copy, nor use for purposes other than the performance of this Agreement, any information which relates to the other Party’s business affairs, trade secrets, technology, research and development, pricing or the terms of this Agreement (“**Confidential Information**”), and each agrees to protect that Confidential Information with the same degree of care it exercises to protect its own confidential information and to prevent the unauthorized, negligent or inadvertent use, disclosure or publication thereof. Confidential Information shall not include any Personal Data (which is treated in accordance with Section 6 below), nor such information which a receiving Party can establish (a) is or becomes publicly available through no fault of the receiving Party or its representatives, (b) is released by the disclosing Party without restriction, (c) is rightly obtained from a third party, who, to the best of the receiving party’s knowledge, is not under obligation of confidentiality, (d) was already in possession of the receiving Party prior to its being furnished pursuant hereto, or (e) was independently developed by the receiving Party without reference to or use of the disclosing Party’s Confidential Information. Upon expiration or termination of this Agreement, upon written request, both Parties agree to return respective to each other, all such Confidential Information that has been reduced to writing. In the event that either Party to this Agreement or any of its Affiliates become legally compelled or requested to disclose any of this Confidential Information, such Party may disclose such Confidential Information; provided, however, that such Party shall as soon as practicable notify the other Party of such legal process, unless providing such notice would violate applicable law or regulation, so that the other Party may seek an appropriate protective order. Nothing in this Section 5(a) shall in any way limit the ability of the Subscriber to comply with any laws or legal process concerning required disclosures by public institutions in the State of Virginia, including, but not limited to, the Virginia Freedom of Information Act (FOIA). Such disclosures may be released to third parties as required by applicable law and will not constitute a breach or threatened breach of this Agreement.

(b) Neither Party will utilize the name, logo, tradename and/or service marks (“Marks”) of the other Party or any of its subsidiaries or affiliates in any advertisement, or otherwise identify the other Party or any of its subsidiaries or affiliates as supplier or customer of the other Party without the other Party’s consent, and except as otherwise expressly provided in this Agreement. Carrier grants to Customer a limited, non-transferable right to use Carrier’s Marks (in the United States) for Customer’s internal promotion of Carrier’s services under this Agreement, participation in Customer’s travel program, including without limitation, promotion of Carrier as a preferred travel provider, and for Customer’s communications to travel agents regarding Carrier’s preferred status and agreements. Use of Carrier Marks in any manner other than as set forth herein is expressly prohibited and shall constitute an infringement of Carrier’s intellectual property. Carrier Marks shall remain the exclusive property of Carrier.

(c) Each Party reserves the right to immediately terminate this Agreement if this Section is violated. The provisions of this Section shall survive the expiration or termination of this Agreement.

6. Data Protection

As used in this Agreement, “**Personal Data**” means any information that can be used directly or indirectly, alone or in combination with other information, to identify an individual. Carrier will process all Personal Data for Eligible Travelers in accordance with Carrier’s privacy policy (currently located at http://www.swabiz.com/html/about-southwest/terms-and-conditions/privacy-policy-pol.html?int=SWABIZ_POLICY) as modified from time to time, and applicable data protection or privacy laws.

7. Independent Contractors

The relationship of the Parties is solely that of independent contractors. The employees of Carrier shall at all times and for all purposes be considered employees of Carrier, and under no circumstances shall be deemed employees of Customer.

8. Notices

All notices required or sent pursuant to this Agreement shall be in writing and shall be deemed to have been duly given if hand-delivered, sent by express courier service, or sent by United States certified or registered mail, addressed as follows:

If to CARRIER:
Southwest Airlines Co.
2702 Love Field Drive
Dallas, Texas 75235
Attention: Senior National Manager, Corporate Sales, with a copy to General Counsel

If to CUSTOMER:
University of Virginia
P.O. Box 400202
Charlottesville, Virginia 22904
United States
Attention: Raegan Harouff

9. Termination

(a) Either Party may terminate this Agreement during the Term, without cause and for its own convenience, by providing at least thirty (30) days prior written notice to the other Party.

(b) Either Party may terminate this Agreement with immediate effect by written notice to the other Party if that other Party (i) makes a general assignment for the benefit of creditors or becomes insolvent, or (ii) files a voluntary petition in bankruptcy, or (iii) petitions for or acquiesces in the appointment of any receiver, trustee or similar office to liquidate or conserve its business or any substantial part of its assets, or (iv) commences under the laws of any jurisdiction proceedings relating to insolvency, bankruptcy, reorganization, readjustment of debt, dissolution, liquidation or any other similar proceedings.

(c) Any termination of this Agreement shall be without prejudice to the rights and obligations of the Parties accruing prior to such termination.

(d) If Customer or any Eligible Traveler engages in any abusive or speculative booking practices, Carrier may terminate this Agreement immediately upon written notice to Customer, and any benefits earned but not used by the Customer or any Eligible Traveler under the terms and conditions of this Agreement will be forfeited.

10. Assignment

Neither this Agreement nor the obligations set forth herein may be assigned by either Party without the prior written consent of the other Party.

11. Limitation of Liability

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.

12. Force Majeure

Neither Party shall be liable for delays or failure to perform if such delay or failure is caused by an act of God or of a public enemy, fire, flood, fuel shortages, or any other cause beyond its reasonable control.

13. Governing Law

Intentionally omitted.

14. Entire Agreement

This Agreement, including all exhibits attached hereto, are the complete, final, and exclusive statement of the agreement regarding the subject matter hereof between Customer and Carrier as of the Effective Date. Any prior or contemporaneous agreements, understandings, and representations between the parties hereto covering similar subject matter, whether oral or written, are merged herein. In entering into this Agreement, neither Party has relied upon any statement, estimated, forecast, projection, representation, warranty, action, or agreement of the other Party except for those expressly contained in this Agreement.

15. Amendments

No modifications to this Agreement shall be binding upon either Party unless in writing and signed by an authorized representative of such Party.

16. No Waiver

The failure of either Party at any time to require performance by the other of any provision of this Agreement shall in no way affect that Party's right to enforce such provision, nor shall the waiver of either Party of any breach of any provision of this Agreement be taken or held to be a waiver of any other breach of the same provision or any other provision. All waivers must be in writing.

17. Counterparts


This Agreement may be executed in any number of 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.

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

SOUTHWEST AIRLINES CO.

**For The Rector and Visitors of the
UNIVERSITY OF VIRGINIA**

By:  _____

DocuSigned by:
By:  _____
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Printed Name:
Silke Koehnecke

Printed Name: Alita Salley

Title: Senior Director, Sales

Title: Interim Director, Procurement and
Supplier Diversity Services


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EXHIBIT A

Customer to Receive:

- Point of sale discounts:
 - Discount amounts as defined in CHART 1
 - Point of sale discounts applicable to base fare before taxes and fees
 - Tickets booked on Carrier through any distribution channel other than an Eligible Distribution Channel will not receive a discount
 - Tickets must be booked during the Term of this Agreement and travel must be completed during the Term or within three months after the effective date of expiration of this Agreement or, if applicable, within two months after the effective date of termination of this Agreement by Carrier without cause in order for Customer to receive any fare discount and/or credit at time of booking
 - If Agreement is terminated by Customer for any reason or by Carrier with cause, then tickets must be booked and travel completed prior to the effective date of such termination in order for Customer to receive any fare discount and/or credit at time of booking
 - Customer and its Eligible Travelers will not be entitled to receive any fare discount and/or credit on any tickets booked on or after the effective date of expiration or termination of this Agreement
- Carrier Fare Products as of the Effective Date:
 - “Business Select Fare” and any subsequent Fare Product with essentially the same characteristics regarding refundability and reusability
 - “Anytime Fare” and any subsequent Fare Product with essentially the same characteristics regarding refundability and reusability
 - Select - Public Fare Products (currently known as "Wanna Get Away Plus Fare" and "Wanna Get Away Fare") with minimum Advance Purchase (AP) requirements of 0-day AP, 1-day AP, 3-day AP, and 7-day AP and any subsequent Fare Products with essentially the same characteristics regarding refundability and AP requirements. Excludes Private Fares and minimum advance purchase requirements exceeding 7 days (i.e., 90-day AP, 21-day AP, 14-day AP, and/or 10-day AP).
 - Carrier reserves the right to modify or eliminate any Fare Class or any of the characteristics associated with a Fare Class. Carrier will provide Customer with at least thirty (30) days’ prior written notice of the elimination of or modification to any Fare Class or modification to any of the characteristics noted above associated with a Fare Class. For the avoidance of doubt, any such modifications or eliminations may also result in modifications or deletions in Chart 1 below.
- Eligible Distribution Channels

Channel	Type	Code/Identifier	Sub Type	GDS Type	Disc Code
SPS/SWABIZ	CID	99736626	Dedicated		
SPS/SWABIZ	CID	99448414	Dedicated		
GDS	PCC	CU2	AQUA/QC	Apollo	UVA
GDS	PCC	T5E	AQUA/QC	Apollo	UVA
GDS	PCC	S7A	AQUA/QC	Apollo	UVA
GDS	PCC	3T1F	AQUA/QC	SABRE	UVA22
GDS	PCC	N1L	AQUA/QC	WorldSpan	UVA00
GDS	PCC	BK8	AQUA/QC	WorldSpan	UVA00
GDS	PCC	G74	AQUA/QC	WorldSpan	UVA00
GDS	PCC	6LV	AQUA/QC	WorldSpan	UVA00
GDS	Tour Code	99736626	Dedicated		
GDS	Tour Code	99448414	Dedicated		

SWABIZ (domestic only)

Southwest Gateway Services (domestic and/or international)

GDS (domestic only)

- Southwest Airlines Rapid Rewards bonus points:
 - Bonus Points are valid from January 1, 2023 until December 31, 2023
 - 50% Rapid Rewards bonus points for all flown segments booked via SWABIZ/SGS & GDS CID # 99736626 for ALL
 - 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
- Customer will encourage its Eligible Travelers to book travel and fly Carrier’s air transportation services for the routes identified on Exhibit A.
- Segment Requirements:
 - Flown segment requirements as defined in CHART 1A
 - Flown segments are verified via Carrier internal data reporting
- Communication to Customer’s travelers and travel agents regarding Carrier preferred status and agreements
 - Company intranet travel site, online booking tool, etc.
 - Copies of communication due to Carrier within 30 days of Effective Date
 - Within thirty (30) days following the end of each quarter, Customer agrees to provide a report to Carrier that details passenger and spend booking data for all flights on Carrier and the total of all flights on all commercial passenger air transportation providers.
 - Representatives of Customer and Carrier agree to meet or otherwise confer quarterly following the submission of Customer’s quarterly report to assess Customer’s performance under this Agreement and total airline market share reports.

CHART 1**Tier 1**

Market		Discounts for Unrestricted Fares:		Discounts for Select Public Wanna Get Away and Wanna Get Away Plus Fares with Minimum Days Advance Purchase of:						
				0 AP	1 AP	3 AP	7 AP	10 AP	14 AP	21 AP
ORIG	DEST	BUS	ANY	0 AP	1 AP	3 AP	7 AP	10 AP	14 AP	21 AP
RIC	ALL	5%	5%	1%	1%	1%	1%	1%	1%	1%
DCA	ALL	5%	5%	1%	1%	1%	1%	1%	1%	1%

CHART 1A

Minimum Annual Flown Segments	423
Tier 1 Minimum Quarterly Flown Segments	106