

### **CORPORATE AGREEMENT**

SkyTeam members

▲ DELTA

·並 KLIVI

AIRFRANCE /

Alitalia

Other strategic airline partners





### CONFIDENTIAL CORPORATE INCENTIVE AGREEMENT

This Agreement including all schedules and Exhibits attached hereto ("Agreement"), effective **01-Nov-2016**, is between Delta Air Lines, Inc., a Delaware corporation ("Delta"), Koninklijke Luchtvaart Maatschappij N.V. ("KLM Royal Dutch Airlines" or "KLM"), Société Air France ("Air France"), Alitalia Società Aerea Italiana S.p.A., Virgin Atlantic Airways Limited ("Virgin Atlantic"), Virgin Australia Airlines Pty Ltd ("Virgin Australia"), and **University of Virginia** ("Company"). Delta Air Lines, KLM Royal Dutch Airlines, Air France, Alitalia, Virgin Atlantic, and Virgin Australia are hereinafter collectively referred to as the "Carriers" and individually as a "Carrier". The Carriers and Company are referred to hereinafter collectively as the "Parties" and individually as a "Party."

- 1. <u>Corporate Incentive</u>. During the period set forth after Travel Begin Dates in Exhibit A (the "Effective Periods"), the Carriers will provide a corporate incentive program to Company on the terms and conditions described herein and in the attached Exhibit A. Tickets purchased with the corporate incentive shall be used solely by Company employees traveling on Company business. Tickets purchased with the corporate incentive shall not be advertised, offered, sold, bartered or otherwise used by any other person or entity. The terms and conditions of Schedule 1 attached hereto shall apply to all tickets issued under this Agreement.
- 2. <u>Company Reports and Tracking</u>. Company has separately agreed with the Carriers to furnish (or cause Company's Agents or representatives to furnish) Company's corporate travel data to the Carriers (or its designated data contractor) for use by the Carriers. In order for Company to receive proper revenue credit and incentives for all travel on the Carriers' flights, the booking and ticketing procedures provided in this Agreement must be strictly followed.
- 3. <u>Review</u>. The Carriers will monitor Company's performance under this Agreement based on the requirements as detailed in Exhibit A.
- 4. <u>Confidentiality</u>. This Agreement and the incentives provided to Company are confidential information. Except as required by law, no Party shall disclose the existence or terms and conditions of this Agreement or the attached Exhibit A to any person (other than Company's Agents) without the prior written consent of each other Party; provided that, the Carriers may disclose such information to their airline partners with whom they have an effective order from the U.S. Department of Transportation granting antitrust immunity. The obligations of this Section 4 shall survive any termination of this Agreement for a period of 2 years. This Agreement is in accordance with the Virginia Freedom of Information Act.
- 5. <u>Term and Termination</u>. This Agreement is effective on the date set forth above and shall continue thereafter until terminated by any Party. Any Party may terminate this Agreement and the Exhibit A, with or without cause, on 15 days prior written notice to the other Parties. In the event Company or its Agents or representatives fail to furnish corporate travel data, the Carriers may terminate this Agreement or suspend Exhibit A upon 15 days prior written notice to Company. This Agreement and the corporate incentive program shall automatically be suspended during any period when there is no Exhibit A in effect with current Effective Periods.
- 6. <u>Modifications.</u> The Carriers may modify Schedule 1 or Exhibit A by sending Company a revised Schedule 1 or Exhibit A. In the event that Company rejects such modification, Company may terminate Exhibit A and this Agreement upon 15 days prior written notice to the Carriers. No action by Company shall be required for Company to accept such modification.
- 7. <u>Miscellaneous</u>. This Agreement constitutes the entire Agreement among the Parties and supersedes all prior understandings, whether written or oral, concerning the subject matter hereof. Except as allowed under Section 6, any modifications to this Agreement must be in writing and signed by the Parties. All written notices to the Carrier or Company shall be sent to the addresses listed below. No term or condition of this Agreement shall be deemed waived, and no breach shall be excused, unless such waiver or excuse is in writing and signed by the Party against whom such waiver or excuse is sought to be enforced. This Agreement shall not be assigned or transferred by any Party without the prior written consent of the other Parties. All rights, remedies and obligations of the Parties hereunder shall accrue and apply solely to such Parties and their permitted successors and assigns and there is no intent to benefit any third parties. This Agreement shall be interpreted, construed and enforced in accordance with the laws of the State of Virginia applicable to agreements fully made and performed therein, without regard to its choice of law principles to the contrary.

This Agreement is not valid or enforceable against any Party unless signed by all Parties, including the Carriers' representative.

The Parties have executed this Agreement by their undersigned, duly authorized representatives:

University of Virginia

Eric Denby (date)
Director, Procurement & Supplier Diversity Services
1001 North Emmet St. Po Box 40,
Charlottesville, VA 22904-4202

Contract tracking PO: 1696020

Delta, KLM, Air France & Alitalia

**Bob Somers** 

Vice President, Global Sales

1030 Delta Blvd., Atlanta, GA 30320

Virgin Atlantic Airways Limited

Christopher Rossi

Vice President North America

75 North Water Street, South Norwalk, CT 06854

Virgin Australia Airlines

Judith Crompton

Chief Commercial Officer

Delta, KLM, Air France & Alitalia

Christine Chapman

Senior Sales Account Executive

### Schedule 1

- 1. APPLICABLE CARRIERS: The incentives described in Exhibit A are available on flights operated by (1) Delta Air Lines, (2) Delta's codeshare partners ticketed under the DL code, including flights operated by (3) the Delta Connection Carriers ticketed under the DL code, except, in each case, as otherwise noted in the attached exhibits. (4) KLM, Air France, Alitalia, Virgin Atlantic, and Virgin Australia operated and marketed flights as noted in the attached exhibits, except, in each case, as otherwise noted in the attached exhibits. Flights ticketed under the DL, KL, AF, AZ, VS or VA code, in each case are applicable only on a published fare or as otherwise expressly specified in this Agreement or the attached exhibits. All DL, KL, AF, AZ, VS and VA marketed flights are eligible for inclusion in performance goal measurements as defined in the terms of this agreement.
- 2. COMPLIANCE WITH ETHICAL STANDARDS- ANTI-CORRUPTION. Each of the Airlines has adopted their own respective codes of conduct.

Alitalia has also adopted the Organisation, Management and Control Model pursuant to Italian Legislative Decree 231/01.

The above mentioned documents, which are available upon request (documents of Alitalia are available also on website of Alitalia), contain values, principles, rules of conduct which inspire the Airlines' respective behaviours, founded on honesty and transparency, and also with the purpose to prevent the commission of crimes.

No Party shall commit, authorize or permit any action which would cause the Parties and/or the Parties' respective affiliates to be in violation of any applicable anti-bribery laws or regulations. This obligation applies also to illegitimate payments to government officials, representatives of public authorities or their associates or family members, and private enterprises.

Each Party agrees that it will neither offer or give, or agree to give, to any employee, representative or third party acting on behalf of another Party nor accept, or agree to accept from any employee, representative or third party acting on behalf of another Party, any gift or benefit, be it monetary or other, that the recipient is not legally entitled, in relation to the negotiation, conclusion or the performance of this Agreement.

Each Party, more generally, shall behave in compliance with all applicable laws relating to its performance of this Agreement and also with the purpose to prevent a liability to any other Party for crimes and shall inform, as soon as it becomes aware, the applicable other Party's relevant legal representative (for Alitalia the information must be provided also to the Supervisory Board-odv.231@alitalia.com) in the event it or other entity operating on its behalf, directly or indirectly, receives from another Party's employee or representative a request which might reasonably be considered a bribe or otherwise unethical. A Party's failure to observe the obligations set forth in this Section 2 shall constitute a material breach of the Agreement and authorize the Airlines (if the breaching Party is the Company) or the Company (if the breaching Party is an Airline) to immediately terminate the Agreement without prejudice to any other rights or remedies available to the terminating Party.

- 3. TARIFF RULES. The Marketing Carrier's rules and tariffs for the fare basis used apply to reservations and tickets issued or used pursuant to this Agreement, including, without limitation, rules relating to itinerary changes, surcharges and refunds. The General Conditions of Carriage apply to all flights, or portions of flights, for which the specific Carrier designator code appears in the "Airline" box of the Ticket or of the segment. In case of conflict between the General Conditions of Carriage of a Carrier and this Agreement, such General Conditions of Carriage shall prevail.
- 4. TICKETING. The Carriers may, by written notice to Company, disallow or terminate the ability of any Agent to ticket under this Agreement. Company must inform Carriers in writing of any amendments in the ticketing location(s) PCC(s). Company's agent(s) agree(s) to follow strictly the Ticketing instructions.

Company and its employees may book reservations solely through Company's Agents, Delta, Delta's Exclusive Discount Program (EDP) or Air France.

Tickets under this Agreement must be validated on Delta (006), Air France (057), Alitalia (055), Virgin Atlantic (932) or Virgin Australia (795) and contain no other airline space.

The Ticket Designator set forth in Exhibit A must appear in the Ticket Designator Box on all tickets under this Agreement, separated from the fare basis code by a slash. Company shall cause its Agents to place the Ticket Designator on every Carrier's ticket issued under this Agreement. Tickets without the Ticket Designator are not eligible for discounts described in Exhibit A.

The Tour Code set forth in Exhibit A (if applicable) must appear in the Tour Code box on each ticket with Air France-marketed flights and be noted in the PNR as an OSI remark.

The Deal/ Tour Code set forth in Exhibit A (if applicable) must appear in the Deal/ Tour Code box on each ticket with Virgin Atlantic-marketed flights and be noted in the PNR as an OSI remark.

5. DEFINITIONS. The following definitions apply to the Agreement (including Exhibit A):

<u>Fair Market Share (FMS):</u> Carriers' expected share (expressed as a percentage out of 100%) in a specified market, derived through a model based on Carriers and all other competitive airlines' scheduled service in such market.

Fare Class: the first character of the fare basis code, which determines applicability of an incentive discount.

Marketing Carrier: Airline whose code appears on the ticket coupon.

Operating Carrier: shall mean the airline having operational control of the aircraft used for a specific flight.

Service Class: Booking class of service.

Share of Flights: the percentage of Company's total tickets purchased in a specified market that are purchased on Carrier(s).

Share Gap: Difference between Share of Flights and FMS in the specified market.

Validating Carrier: Airline whose validation code is used for ticket issuance.

<u>Hubs:</u> The following airports (designated by three-letter airport code) are Hub Airports for purposes of this Agreement, unless otherwise noted in Exhibit A - Financial Terms: Atlanta, Georgia (ATL); Cincinnati, Ohio (CVG); Detroit (DTW); Minneapolis, Minnesota (MSP); Salt Lake City, Utah (SLC)

<u>Metro Entity:</u> The following airports (designated by three-letter airport code) are Metro Entity for the purposes of this Agreement, unless otherwise noted in Exhibit A - Financial Terms:

Chicago, IL, USA (CGX, MDW, ORD, PWK); Dallas, TX, USA (FTW, DAL, DFW); Houston, TX, USA (EFD, HOU, IAH, SGR); London, UK (LCY, QQU, LHR, LTN, STN, ZEP, LGW); Los Angeles, CA, USA (BUR, LGB, LAX, ONT, SNA, PSP); Milan, IT (LIN, BGY, MXP); Moscow, RU (BKA, DME, SVO, VKO); New York, NY, USA (ISP, JFK, LGA, EWR, SWF, HPN); Paris, FR (CDG, ORY); San Francisco, CA, USA (OAK, SFO, SJC); Seoul, KR (GMP, ICN, SEL); Tokyo, JP (HND, NRT); Washington, DC, USA (BWI, IAD, DCA).

<u>Gateways:</u> The following airports (designated by three-letter airport code) are Gateway Cities for the purposes of this Agreement, unless otherwise noted in Exhibit A: New York-Kennedy, New York (JFK); Los Angeles, California (LAX); Newark, New Jersey (EWR); Boston (BOS); Philadelphia (PHL); Washington-Dulles (IAD); Miami (MIA); Detroit (DTW); Chicago (ORD); San Francisco (SFO); Seattle (SEA); Memphis (MEM); Minneapolis (MSP); Portland (PDX); Dallas Ft. Worth (DFW); Houston (IAH); Vancouver (YVR); Calgary (YYC); Toronto (YYZ); Montreal (YUL) as well as Atlanta, Georgia (ATL); Cincinnati, Ohio (CVG); Salt Lake City, Utah (SLC).

### Geographical entities (lists subject to change without notice)

North America: Airports located within the United States of America, Canada, Mexico and the Caribbean

- ° United States of America: Continental United States of America, Alaska, Hawaii, Puerto Rico, US Virgin Islands
- ° Canada: Canada
- ° Mexico: Mexico
- <sup>o</sup> <u>Caribbean:</u> Anguilla, Antigua and Barbuda, Aruba, Bahamas, Barbados, Bermuda, Cayman Islands, Cuba, Dominica, Dominican Republic, Grenada, Guadeloupe, Haiti, Jamaica, Martinique, Montserrat, Netherlands Antilles, Saint Kitts and Nevis, Saint Lucia, Saint Vincent and the Grenadines, Trinidad and Tobago, Turks and Caicos Islands, Virgin Islands (British)

### Latin America: Airports located in Central America and South America

- Ocentral America: Belize, Costa Rica, El Salvador, Guatemala, Honduras, Nicaragua, Panama
- ° <u>South America:</u> Argentina, Bolivia, Brazil, Chile, Colombia, Ecuador, Falkland Islands (Malvinas), French Guiana, Guyana, Paraguay, Peru, Suriname, Uruguay, Venezuela

### **EMEAI:** Airports located in Europe, Middle East, Africa and India

- <sup>o</sup> Europe: Albania, Algeria, Andorra, Armenia, Austria, Azerbaijan, Azores, Belarus, Belgium, Bosnia and Herzegovina, Bulgaria (Rep), Canary Islands, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Faroe Islands, Finland, France, Georgia, Germany, Gibraltar, Greece, Greenland, Hungary, Iceland, Ireland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Madeira, Malta, Moldova, Monaco, Morocco, Netherlands, Norway, Poland, Portugal, Republic of Macedonia, Romania, Russia, San Marino, Serbia and Montenegro, Slovakia, Slovenia, Spain, Svalbard and Jan Mayen Islands, Sweden, Switzerland, Turkey, Tunisia, Ukraine, United Kingdom
- ° <u>Middle East:</u> Bahrain, Egypt, Iran, Iraq, Israel, Jordan, Kuwait, Lebanon, Oman, Qatar, Saudi Arabia, Syrian Arab Republic, Sudan, United Arab Emirates, Yemen
- O Africa: Angola, Benin, Botswana, Burkina Faso, Burundi, Cameroon, Cape Verde, Central African Republic, Chad, Comoros, Congo, Cote D'Ivoire (Ivory Coast), Democratic Republic of Congo, Djibouti, Equatorial Guinea, Eritrea, Ethiopia, Gabon, Gambia, Ghana, Guinea, Guinea-Bissau, Kenya, Lesotho, Liberia, Libyan Arab Jamahiriya, Madagascar, Malawi, Mali, Mauritania, Mauritius, Mayotte, Mozambique, Namibia, Niger, Nigeria, Reunion, Rwanda, Sao Tome and Principe, Senegal, Seychelles, Sierra Leone, Somalia, South Africa, St. Helena, Swaziland, Tanzania, Togo, Uganda, Zambia, Zimbabwe
- ° India: India

### Asia Combined: Airports located in Asia, Australia, Micronesia, New Zealand and the South Pacific

- ° Asia: Afghanistan, Bangladesh, Bhutan, Brunei Darussalam, Cambodia, China, Hong Kong, Indian Ocean Islands, Indonesia, Japan, Kazakhstan, Kyrgyzstan, Lao People's Democratic Republic, Malaysia, Mongolia, Myanmar, Nepal, North Korea, Pakistan, Republic of Korea, Singapore, Sri Lanka, Tajikistan, Taiwan Province of China, Thailand, Turkmenistan, Uzbekistan and Vietnam
- ° Australia: Australia
- Micronesia: Guam, Kiribati, Marshall Islands, Micronesia, Nauru, Northern Mariana Islands, Palau, US Minor Outlying Islands
- o New Zealand: New Zealand
- ° <u>South Pacific:</u> American Samoa, Christmas Island, Cocos (Keeling) Islands, Cook Islands, Fiji, French Polynesia, Macau, Maldives, New Caledonia, Niue, Norfolk Island, Papua New Guinea, Philippines, Samoa, Solomon Islands, Tongo, Tuvalu, Vanuatu, and Wallis and Futuna Islands

20-Sep-2016

## Exhibit A - Customer Report - FlexCSA

Page

ontraot:	University of Virginia FlexCSA	Company:	University of Virginia	
Account Manager:	Chapman, Christine		1001 North Emmet St. Po Box 40	
unt Analyst :	Hiii, Travis		Charlottesville, VA 22904-4202	
ract Dates :	01-Nov-2016 - Evergreen	Customer Contact:	Hildebrand, Dolores	
f Designator :	Designator	: PLE :	Assistant Director for Business Operations	
Code .	Tour Code	Email :	dh2c@virginia.edu	
In Tyme	None	Phone:	1 434-924-4233	
		EAV.	f 4'84.082.780n	

AF Other Fare Class Fare Class

### Applicable fare rules apply to Point of Sale (POS) Discounts.

01-Nov-2016 - Evergreen	8% Share Gap	DL - D Fares (JFK-LAX/SFO): 2%	DL - I Fares (JFK-LAX/SFO): 2%	DL - Z Fares (JFK-LAX/SFO): 2%
DOM NON-HUB	Performance Requirements:	Market Pair (Between)	JFK <-> LAX	JFK <-> SFO

# Applicable fare rules apply to Point of Sale (POS) Discounts. Excludes travel to/from ATLCVG/SLC/DTW/MSP

Market Pair (Between)	DL - F, J, C, W, Y Fares: 5'
US 50 <>> US 50	DL - B, M, H Fares: 3%
US 50 <-> Canada	DL - Q, K, L Fares: 3%
Market Not equals Into or Out of	DL - U, T, X, V Fares: 2%
Atlanta, GA (ATL), Cincinnati, OH (CVG),	
Salt Lake City, UT (SLC), Detroit Metro,	
MI (DTW), Minneapolis St PI, MN	
(MSP)	

Applicable fare rules apply to Point of Sale (POS) Discounts. Excludes travel to/from ATLCVG/SLC/DTW/MSP

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University of Virginia Flex CSA					
Term	10	₹.	ΛF	Other	
Markets	Fare Class	Fare Class	Fare Class	Fare Class	POS Ticketing
US50 to EMEAI (VS) (C2C)	01-Nov-2016 - Evergreen				
Performance Requirements:	7% Share Gap	24			
Market Pair (Directional)		DINIAR - THESE 4%	NACIAL DOSS 10%	AZ - J FBTB8 : 3%	
	DI MI 10H - 1 Heres 49%	O WINT O FERSE AS	DI MI ARE - C Farse - 3%	AZ - D Haren - 390	
	DLALVAF C Fares : 3%	DUKUAF - I Fares : 3%	DUKLAR D Fares : 4%	AZ - I Fares : 0%	
	DL/KL/AF - D Fares : 4%	DUKL/AF - Z Fares: 0%	DL/KL/AF - I Fares: 3%	AZ - P Fares : 3%	
	DL/KL/AF - I Fares: 3%	DL/KL/AF - Y Fares: 4%	DL/KL/AF - Z Fares : 0%	AZ - A Fares : 3%	
	DL/KL/AF - Z Fares: 0%	DL/KL/AF - B Fares: 3%	AF - W Fares: 3%	AZ - Y Fares: 4%	
	DL - W Fares: 3%	DL/KL/AF - M Fares: 3%	AF.S Fares: 3%	AZ - B Fares: 3%	
	DL/KL/AF - Y Fares: 4%	AF/KL - U Fares : 3%	AF.A Fares: 3%	AZ - M Fares: 3%	
	DL/KL/AF - B Fares : 3%	AFIKL - K Fares: 3%	DL/KL/AF - Y Fares: 4%	AZ - H Fares: 3%	
	DL/KL/AF - M Fares: 3%	AF/KL-H Fares: 2%	DL/KL/AF - B Fares: 3%	AZ - K Fares: 3%	
	DL H Fares: 3%	AF/KL - L, Q, T, N Fares: 2%	DL/KL/AF - M Fares : 3%	AZ - V Fares: 2%	
	DL-Q Fares: 2%	AF/KL - R, V Fares: 0%	AF/KL - U Fares: 3%	AZ - T, N, S, X Fares : 2%	
	DLK, L, U, T Fares: 2%		AF/KL - K Fares: 3%	AZ - L, O Fares: 0%	
	DL - X, V Fares: 0%		AF//L - H Fares: 2%		
			AF/KL - L, Q, T, N Fares: 2%		
			AF//L R, V Fares: 0%		
See Private Fare Rules					
Market Pair (Directional)				VS - J Fares : 4%	
US 50 -> United Kingdom				VS - C Fares: 3%	
US 50 -> DEL				VS - D Fares: 4%	
US 50 -> DXB				VS-I Fares: 3%	
US 50 -> JNB				VS - Z Fares: 0%	
US 50 → LOS				VS - W Fares: 3%	
				VS - S Fares : 3%	
				VS - H Fares: 3%	
				VS - K Fares: 3%	
				VS - Y Fares: 4%	
				VS - B Fares: 3%	
				VS - R Fares: 3%	
				VS-L Fares: 3%	
				VS - U Fares: 2%	
				VS - M, E, Q, X Fares : 2%	
				VS - N. O Fares : 0%	
See Private Fare Rules					
HOSO to led All Other AVEALAN	M. Mar. 2048 - Evaporopa				
Performance Requirements:	No Requirement				
Market Pair (Directional)	DL/AF/KL - J/C/D/I Fares (EMEA!) : 2%	DL/AF/KL - J/C/D/I Fares (EMEAI) : 2%	DL/AF/KL - J/C/D/I Fares (EMEA!): 2%	AZ - J/E/D Fares (EMEAI) : 2%	
US 50 -> Africa	DL/AF/KL - Z Fares (EMEA)) : 0%	DUAF/KL - Z Fares (EMEA): 0%	DL/AF/KL - Z Fares (FMEAL) : 0%	AZ - I Faras (FMFAI) : 0%	
US 50 ~ Europe	DL. W Fares (EMEA): 2%	DIJAFIKL - YISIM Fares (EMEAD: 2%	AF-W/S/A Fares (EMEAN: 2%	AZ - P/A Fares (FMFAI) - 2%	
US 50 -> India	DL/AF/KL - Y/B/M Fares (EMEA!): 2%	AF/KL - U/K/H Fares (EMEA)): 2%	DL/AF/KL - Y/B/M Fares (EMEAI) : 2%	AZ - Y/B/M/H/K/V Fares (EMEAI): 2%	
US 50 -> Middle East	DL - H/Q Fares (EMEAI): 2%	AF/KL- L,Q,T, N Fares (EMEAI): 2%	AF/KL - U/K/H Fares (EMEAI): 2%	AZ - T/N/S/X Fares (EMEAI): 2%	
	DL - K,L,U, T Fares (EMEA!): 2%	AFIXL- R, V Fares (EMEA): 0%	AF/IC. L.Q.T, N Fares (EMEAI): 2%	AZ - L/O Fares (EMEAI): 0%	
	DL - X, V Fares (EMEA!): 0%		AF/KL- R, V Fares (EMEA); : 0%		

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University of Virginia FlexCSA Term Markets Market Pair (Directional)	DL Fare class DL/V4 - JC/D/I Fares (AUNZ) : 2%	KI. Fare Class	Other Fore Class DL/A - JODDI Fores (AUNZ) : 2%
US 50 -> New Zealand	DL - W Fares (AUINZ) : 2% DL/A- Y/B Fares (AUINZ) : 2% DL - MH Fares (AUINZ) : 2% DL - Q,KIL, U Fares (AUINZ) : 2% DL - T Fares (AUINZ) : 0%		VA - DW Fares (AUNZ) : 2% DL/VA - V/B Fares (AUNZ) : 2% VA - HK/L Fares (AUNZ) : 2% VA - EA V/Q Fares (AUNZ) : 2% VA - T Fares (AUNZ) : 2%
See Private Fare Rules			
Market Patr (Directional) US 50 > Cartibbean US 50 > Mexico US 50 > PR & US/N US 50 > PR & US/N US 50 > Central America US 50 > South America	DL- JIOJDI Fares (LATICRBANX) : 2% DL- Z Fares (LATICRBANX) : 0% DL- YIBNAH Fares (LATICRBANX) : 2%		
See Private Fare Rules			
Market Pair (Directional) US 50 -> Caribbean US 50 -> PR & USVI	DL - Q,Ktl, Fares (Caribbean) : 2% DL - UT/XV Fares (Caribbean) : 0%		
See Private Fare Rules			
Market Pair (Directional) US 50 → Mexico US 50 → Central America US 50 → South America	DL - QAKUU Farss (LATANX) : 2% DL - TXKV Farss (LATANX) : 0%		
See Private Fare Rules			
Markat Pair (Directional) US 50 > United Kinddom US 50 > DEL US 50 > DEL US 50 > DEL US 50 > UNB US 50 > LOS			VS. J/C/D/) Fares : 2% VS. Z Fares : 0% VS. W/S/H/K Fares : 2% VS. Y/B/R/J/U Fares : 2% VS. W/P/D/X/Fares : 2% VS. W/O Fares : 0%
See Private Fare Rules			
LATAM to USCAPRVI (Catch-all) Performance Requirements: Market Pat (Directional) Brazil -> USA/Canada Brazil -> PR & USVI	01-Nov-2016 - Evergreen No Requirement DL - I/Z Fares (BR) : 0%		

20-Sep-2016

University of Virginia FlexCSA Term Markets	Market Pair (Directional) Central America -> USA/Canada Central America -> PR & USVI South America -> USA/Canada South America -> PS & USVI Carlabean -> PS & USVI Mevico -> USA/Canada Carlabean -> PS & USVI Mevico -> USA/Canada Medico -> PR & USVI Not Equals PR & USVI VICACACACACACACACACACACACACACACACACACACA	See Private Fare Rules	Market Pair (Directional) Central America -> USA/Canada Central America -> PR & USVI South America -> BA/Canada South America -> PR & USVI Cerlibeam -> PR & USVI PR & USVI -> USA/Canada Carlibeam -> PR & USVI PR & USVI -> USA/Canada Mendo -> USA/Canada Mendo -> USA/Canada Mendo -> PR & USVI	See Private Fare Rules	Market Pair (Directional) Central America -> USA/Canada Central America -> PR & USVI South America -> USA/Canada South America -> PR & USVI Caribbean -> USA/Canada Caribbean -> PR & USVI PR & USVI PR & USVI -> USA/Canada Maxico -> USA/Canada Maxico -> USA/Canada Maxico -> USA/Canada
DL Fare Class	DL - QAGLAV Faras : 3% DL - TXVV Faras : 0%		DL - J/C/D Fares : 7% DL - Y/B/M/H Fares : 10%		DL - Z Fares : 3%
KL Fane Class					
AF Fare Class					
Other Fare Class					

Not Equals Brazil → USA/Canada Not Equals Brazil → PR & USVI

DL - Q (PRVI) : 3% DL - KIL (PRVI) : 2% DL - U/T/XV (PRVI) : 0% Market Pair (Directional) PR & USVI -> USA/Canada

See Private Fare Rules

01-Nov-2016 - Evergreen No Requirement DL - Premium Economy in W (AU) : 2% APAC to US50/CA Catch-alf Performance Requirements:

Market Pair (Directional)
Australia (Country) -> US 50
Australia (Country) -> Canada

20-Sep-2016

Exhibit A - Customer Report - FlexCSA

University of Virginia FlexCSA					
Tem	10	<b>A</b>	- A-		Toda Ticket
Markets	Fare Class	Fare Class	Fare Class	rare class	POS I ICKEU
Market Pair (Directional)	DL - Business in J/C/D: 4%				
China → US 50	DL - Business in I:2%				
China -> Canada	DL - Economy in Y/B/M: 4%				
Hong Kong -> US 50	DL - Discount Economy in H/G/K/L/U: 1%				
Hong Kong -> Canada					
South Kores -> US 50					
South Korea -> Canada					
Malaysia -> US 50					
Malaysia -> Canada					
Philippines -> US 50					
Philippines -> Canada					
Singapore → US 50					
Singapore -> Canada					
Talwan → US 50					
Talwan → Canada					
Thalland -> US 50					
Thalland -> Canada			*		
Australia (Country) -> US 50					
Australia (Country) -> Canada					

DL - Business in J (JP) : 4% DL - Economy in Y (JP) : 4% DL - Discount Economy in L (JP) : 1% Market Pair (Directional) Japan -> US 50 Japan -> Canada

See Private Fare Rules

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Contract Name Equals University of Virginia FlexCSA Report Set Report Set Date Range

Currency

Distance Indicator Time Indicator

Report Category Report Name Report Code Submitted

Screen

Report Options Selected No report options.

Exhibit A - Customer Report - FlexCSA (09 20 2016 11 37 24)

US Dollar

United States

Miles

12 hour clock

Contract Management

Exhibit A - Customer Report - FlexCSA CM-EXB-A-ZDL

Travis Hill

Contract Profile

CONFIDENTIAL AND PROPRIETARY INFORMATION CODYIGH, PRISM Group, Inc.