CORPORATE TRAVEL AGREEMENT

This Corporate Travel Agreement (this "Agreement") is made and entered on the 1st day of December 2022 (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 State of Nevada (together with its Affiliates, hereinafter referred to as "**Customer**"), a Nevada corporation, having its principal place of business at 515 E Musser Street, Suite 300, Carson City, Nevada 89701. 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. <u>Term</u>

The benefits begin on the Effective Date and is effective for eighteen (18) months 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 <u>Exhibit A</u> ("**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 <u>Exhibit A</u>. 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 <u>Exhibit A</u>. 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. <u>Eligible Distribution Channels and Eligible Travelers</u>

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. <u>Confidentiality and Use of Marks</u>

(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. 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. <u>Data Protection</u>

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. <u>Independent Contractors</u>

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. <u>Notices</u>

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: State of Nevada 515 E Musser Street, Suite 300 Carson City, Nevada 89701 United States Attention: Teri Becker, Purchasing Officer

9. <u>Termination</u>

(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. <u>Limitation of Liability</u>

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. <u>Governing Law</u>

Southwest Airlines Co. Corporate Travel Agreement 2022 Page 3 [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. <u>Amendments</u>

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

16. <u>No Waiver</u>

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. <u>Counterparts</u>

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.

Printed Name: Silke Koehnecke

Title: Senior Director, Sales

STATE OF NEVADA

Printed Name: Kevin Dot

Title: Administrator, Purchasing Division

<u>EXHIBIT A</u>

Customer to Receive:

- Point of sale discounts:
 - o 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	Туре	Code/Identifier	Sub Type	GDS Type	Disc Code
SPS/SWABIZ	CID	99781146	Dedicated		
SPS/SWABIZ	CID	99030890	Dedicated		
SPS/SWABIZ	CID	99272876	Dedicated		
SPS/SWABIZ	CID	99280451	Dedicated		
SPS/SWABIZ	CID	99519674	Dedicated		
SPS/SWABIZ	CID	99868506	Dedicated		
SPS/SWABIZ	CID	99312920	Dedicated		
SPS/SWABIZ	CID	99646120	Dedicated		
SPS/SWABIZ	CID	99743615	Dedicated		
SPS/SWABIZ	CID	99742812	Dedicated		
SPS/SWABIZ	CID	99347043	Dedicated		
SPS/SWABIZ	CID	99370865	Dedicated		
SPS/SWABIZ	CID	99126123	Dedicated		
SPS/SWABIZ	CID	99599334	Dedicated		
SPS/SWABIZ	CID	99837043	Dedicated		
SPS/SWABIZ	CID	99751665	Dedicated		
SPS/SWABIZ	CID	99678250	Dedicated		
SPS/SWABIZ	CID	99709153	Dedicated		
SPS/SWABIZ	CID	99582151	Dedicated		
SPS/SWABIZ	CID	99304866	Dedicated		
SPS/SWABIZ	CID	99598741	Dedicated		
SPS/SWABIZ	CID	99673022	Dedicated		
SPS/SWABIZ	CID	99157144	Dedicated		
SPS/SWABIZ	CID	99348362	Dedicated		
SPS/SWABIZ	CID	99565815	Dedicated		
SPS/SWABIZ	CID	99837220	Dedicated		
SPS/SWABIZ	CID	99049801	Dedicated		
SPS/SWABIZ	CID	99677826	Dedicated		
SPS/SWABIZ	CID	99674503	Dedicated		

SPS/SWABIZ CIE SPS/SWABIZ CIE		99099173	Dedicated	
SPS/SWABIZ CI				
1 1	D	99886172	Dedicated	
SPS/SWABIZ CI	D	99518090	Dedicated	
SPS/SWABIZ CI	D	99869825	Dedicated	
SPS/SWABIZ CI	D	99163923	Dedicated	
SPS/SWABIZ CI	D	99871236	Dedicated	
SPS/SWABIZ CI	D	99058234	Dedicated	
SPS/SWABIZ CI	D	99279434	Dedicated	
SPS/SWABIZ CI	D	99765142	Dedicated	
SPS/SWABIZ CI	D	99169663	Dedicated	
SPS/SWABIZ CI	D	99067990	Dedicated	
SPS/SWABIZ CI	D	99614314	Dedicated	
SPS/SWABIZ CI	D	99552320	Dedicated	
SPS/SWABIZ CI	D	99120055	Dedicated	
SPS/SWABIZ CI	D	99148722	Dedicated	
SPS/SWABIZ CI	D	99407140	Dedicated	
SPS/SWABIZ CI	D	99591844	Dedicated	
SPS/SWABIZ CI	D	99197291	Dedicated	
SPS/SWABIZ CI	D	99592695	Dedicated	
SPS/SWABIZ CI	D	99714543	Dedicated	
SPS/SWABIZ CI	D	99442206	Dedicated	
SPS/SWABIZ CI	D	99812005	Dedicated	
SPS/SWABIZ CI	D	99082126	Dedicated	
SPS/SWABIZ CI	D	99376211	Dedicated	
SPS/SWABIZ CI	D	99301414	Dedicated	
SPS/SWABIZ CI	D	99159060	Dedicated	
SPS/SWABIZ CI	D	99258961	Dedicated	
SPS/SWABIZ CI	D	99001906	Dedicated	
SPS/SWABIZ CI	D	99040222	Dedicated	
SPS/SWABIZ CI	D	99287366	Dedicated	
SPS/SWABIZ CI	D	99377924	Dedicated	
SPS/SWABIZ CI	D	99838826	Dedicated	
SPS/SWABIZ CI	D	99786875	Dedicated	

SPS/SWABIZ	CID	99786853	Dedicated	
SPS/SWABIZ	CID	99509616	Dedicated	
SPS/SWABIZ	CID	99591612	Dedicated	
SPS/SWABIZ	CID	99088183	Dedicated	
SPS/SWABIZ	CID	99176346	Dedicated	
SPS/SWABIZ	CID	99665193	Dedicated	
SPS/SWABIZ	CID	99831266	Dedicated	
SPS/SWABIZ	CID	99210635	Dedicated	
	CID			
SPS/SWABIZ		99462974	Dedicated	
SPS/SWABIZ	CID	99821363	Dedicated	
SPS/SWABIZ	CID	99675800	Dedicated	
SPS/SWABIZ	CID	99610840	Dedicated	
SPS/SWABIZ	CID	99052133	Dedicated	
SPS/SWABIZ	CID	99066402	Dedicated	
SPS/SWABIZ	CID	99618595	Dedicated	
SPS/SWABIZ	CID	99675435	Dedicated	
SPS/SWABIZ	CID	99613625	Dedicated	
SPS/SWABIZ	CID	99616801	Dedicated	
SPS/SWABIZ	CID	99592581	Dedicated	
SPS/SWABIZ	CID	99670550	Dedicated	
SPS/SWABIZ	CID	99547265	Dedicated	
SPS/SWABIZ	CID	99477652	Dedicated	
SPS/SWABIZ	CID	99575302	Dedicated	
SPS/SWABIZ	CID	99620522	Dedicated	
SPS/SWABIZ	CID	99042495	Dedicated	
SPS/SWABIZ	CID	99594132	Dedicated	
SPS/SWABIZ	CID	99615305	Dedicated	
SPS/SWABIZ	CID	99331492	Dedicated	
SPS/SWABIZ	CID	99619870	Dedicated	
SPS/SWABIZ	CID	99207080	Dedicated	
SPS/SWABIZ	CID	99898665	Dedicated	
SPS/SWABIZ	CID	99646186	Dedicated	
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	SPS/SWABIZ	CID	99487721	Dedicated	
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	SPS/SWABIZ	CID	99803292	Dedicated	
SPS/SWABIZ CID 99891142 Dedicated	SPS/SWABIZ	CID	99891142	Dedicated	
SPS/SWABIZ CID 99676334 Dedicated	SPS/SWABIZ	CID	99676334	Dedicated	

SPS/SWABIZ	CID	99740432	Dedicated		
SPS/SWABIZ	CID	99799070	Dedicated		
SPS/SWABIZ	CID	99799604	Dedicated		
Government	GOV	WN_*DGNV	Dedicated		
Government	GOV	CA GST NV	Dedicated		
Government	GOV	WN_*CANV	Dedicated		
GDS	PCC	R9R	AQUA/QC	Apollo	LVC20
GDS	PCC	D3GC	AQUA/QC	SABRE	CCL22
GDS	PCC	FZ2K	AQUA/QC	SABRE	LVC20
GDS	Tour Code	99126123	Dedicated		

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

• Training, marketing, and communication support to Teri Becker.

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
 - $\circ~$ Company intranet travel site, online booking tool, etc.
 - $\circ~$ 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		Disco for Unres d Fare	stricte	Get	Away	nts for Select Public Wanna vay Plus Fares with Minimum dvance Purchase of: Discounts for Select Public War Get Away Fares with Minimum Da											
ORIG	DEST	BU S	ANY	0 AP	1 AP	3 AP	7 AP	10 AP	14 AP	21 AP	0 AP	1 AP	3 AP	7 AP	10 AP	14 AP	21 AP
RNO	ALL	15%	12%	3%	3%	3%	3%	1%	1%	1%	3%	3%	3%	3%	1%	1%	1%
LAS	ALL	15%	12%	3%	3%	3%	3%	1%	1%	1%	3%	3%	3%	3%	1%	1%	1%

Tier 2		Disco for Unres d Far	stricte	Get	Away	Away Plus Fares with Minimum Advance Purchase of: Discounts for Select Public Wann Get Away Fares with Minimum Day											
ORIG	DEST	BU S	ANY	0 AP	1 AP	3 AP	7 AP	10 AP	14 AP	21 AP	0 AP	1 AP	3 AP	7 AP	10 AP	14 AP	21 AP
RNO	ALL	15%	15%	3%	3%	3%	3%	1%	1%	1%	3%	3%	3%	3%	1%	1%	1%
LAS	ALL	15%	15%	3%	3%	3%	3%	1%	1%	1%	3%	3%	3%	3%	1%	1%	1%

CHARTS 1A

Tier 1: Contract Quarter 1 (12/01/22 – 02/28/23) Minimum Flown Segments	4942
Tier 2: Contract Quarter 1 (12/01/22 – 02/28/23) Minimum Flown Segments	5062
Tier 1: Contract Quarter 2 (03/01/23 – 05/31/23) Minimum Flown Segments	7932
Tier 2: Contract Quarter 2 (03/01/23 – 05/31/23) Minimum Flown Segments	8378
Tier 1: Contract Quarter 3 (06/01/23 – 08/31/23) Minimum Flown Segments	5910
Tier 2: Contract Quarter 3 (06/01/23 – 08/31/23) Minimum Flown Segments	6421
Tier 1: Contract Quarter 4 (09/01/23 – 11/30/23) Minimum Flown Segments	7986
Tier 2: Contract Quarter 4 (09/01/23 – 11/30/23) Minimum Flown Segments	8916
Tier 1: Contract Quarter 5 (12/01/23 – 02/29/24) Minimum Flown Segments	5631
Tier 2: Contract Quarter 5 (12/01/23 – 02/29/24) Minimum Flown Segments	6440
Tier 1: Contract Quarter 6 (03/01/24 – 05/31/24) Minimum Flown Segments	9002
Tier 2: Contract Quarter 6 ((03/01/24 – 05/31/24) Minimum Flown Segments	10,517
Tier 1 Minimum 18 Month Flown Segments	41,404
Tier 2 Minimum 18 Month Flown Segments	45,732

On the Effective Date, Customer will receive Tier 1 discounts. In order to move to Tier 2 discounts, Tier 2 Quarterly Flown Segment goals must be met for two consecutive quarters. The discount may increase to Tier 2 within 15 days following a formal business review. Customer may fluctuate between Tiers based on quarterly performance.