

# CONTRACT WITH INTERSTATE CARRIER PURSUANT TO NRS 333.395

A Contract Between the State of Nevada  
Acting by and Through its

Government Entity	Nevada State Purchasing of the Department of Administration (State Purchasing)		
Address	515 E Musser St, Ste 300		
City, State, Zip Code	Carson City, NV 89701		
Contact	Teri Becker		
Phone	775-531-3317	Email	TBecker@admin.nv.gov

Contractor	Southwest Airlines Co.		
Address	2702 Love Field Drive		
City, State, Zip Code	Dallas, TX 75235		
Contact	Kerry Masock		
Phone	303-888-9980	Email	Kerry.Masock@wnco.com

WHEREAS, NRS 333.395 authorizes the Administrator of State Purchasing to enter into a contract with a certificated common carrier and Southwest Airlines is a certificated common carrier; and

WHEREAS, the State of Nevada desires to purchase airline tickets from Southwest Airlines at discounted rates.

NOW, THEREFORE, in consideration of the aforesaid premises, the parties mutually agree as follows:

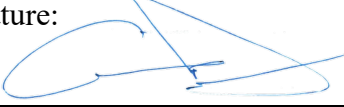

1. **SCOPE AND CONSIDERATION.** The parties agree that Contractor will provide the benefits specified in "Corporate Travel Agreement" in consideration for the State flying a minimum number of system-wide flown segments with Contractor during each quarter set forth in the Corporate Travel Agreement. The State does not agree to reimburse Contractor for expenses unless otherwise specified. Any intervening end to a biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the result of legislative appropriation may require.
2. **TERM.** This contract shall become effective as of the date of the last signature below reflecting approval by the Parties and shall terminate May 31, 2028 or upon termination in accordance with the terms in the attached Corporate Travel Agreement.
3. **ATTACHMENTS**
  - 3.1. The following documents are incorporated in descending order of constructive precedence.
    - A. CORPORATE TRAVEL AGREEMENT
  - 3.2. The following documents are incorporated by reference but not attached.
    - A. All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this contract.
4. **AUTHORITY.** Each person signing represents and warrants that he/she is duly authorized and has legal capacity to execute and deliver and bind the parties hereto. Each signatory represents and warrants to the other that the execution and delivery and the performance of each party's obligations hereunder have

**CONTRACT WITH INTERSTATE CARRIER PURSUANT TO NRS 333.395**

been duly authorized, and this is a valid and legal agreement binding on the parties and enforceable in accordance with its terms.

5. **ENTIRE CONTRACT AND MODIFICATION.** This contract and the attached "Corporate Travel Agreement" constitute the entire agreement of the parties and as such are intended to be the complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto and approved by the Office of the Attorney General. This contract, and any amendments, may be executed in counterparts.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed. Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract shall be the date provided within Section 2 above.

Government Entity: <b>State of Nevada</b>	Contractor: <b>Southwest Airlines Co.</b>
Signature: 	Signature: 
Name: <b>Gideon K. Davis</b>	Name: <del>Silke Koehnecke</del>
Title: <b>Administrator</b>	Title: <b>Managing Director, Sales</b>
Date: 5/16/24	Date: 5/15/2024

## CORPORATE TRAVEL AGREEMENT

This Corporate Travel Agreement (this “Agreement”) is attached and incorporated into the Interstate Carrier Contract which reflects the effective date and term as well as the parties, namely **Southwest Airlines Co.** together with its affiliates (hereinafter referred to as “**Carrier**”) and the State of Nevada (together with its Affiliates, hereinafter referred to as “**Customer**”), a Nevada governmental entity. 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**

[Reserved as provided for in the Interstate Carrier Contract to which this document is attached].

**2. Fares and Benefits**

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. In order to be recognized by Carrier as a Qualifying Segment, it must be a revenue flight on Carrier from an origin city to a destination city, including any intermediate stops and/or connections on Carrier and paid entirely with dollars, UATP Funds, Southwest LUV Vouchers, gift cards or flight credits, and with no portion of the purchase price paid for with Rapid Rewards points or Rapid Rewards Business points. 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.

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**

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**") to the extent provided under law (including, but not limited to Nevada Revised Statutes chapter 239, the Nevada Open Records Act), 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.

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 an available travel provider, and for Customer's communications to travel agents regarding Carrier's available 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. Carrier is informed of NRS 235.010(7) regarding the penalty for non-permissive use of the State Seal and that the authority to allow for use of the State Seal rests with the Governor of the State of Nevada.

Each Party reserves the right to immediately terminate this Agreement with cause 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](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 to the addresses provided on page 1 of the Interstate Carrier Contract to which this document is attached.

**9. Termination**

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.

Either Party may terminate this Agreement with cause immediately upon 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.

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

If Customer or any Eligible Traveler engages in any abusive or speculative booking practices as prohibited by Carrier's Contract of Carriage, Carrier may terminate this Agreement with cause 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. Nothing herein shall be construed to abrogate or waive Customer's protections under NRS Chapter 41.

**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**

[Reserved as provided for in the Interstate Carrier Contract to which this document is attached]

**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 in the same manner under which the Interstate Carrier Contract to which this document is attached was signed.

**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.

[This space intentionally left blank]

## 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 21 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 Product or any of the characteristics associated with a Fare Product. Carrier will provide Customer with at least thirty (30) days’ prior written notice of the elimination of or modification to any Fare Product or modification to any of the characteristics noted above associated with a Fare Product. 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	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	CID	99099173	Dedicated		
SPS/SWABIZ	CID	99886172	Dedicated		
SPS/SWABIZ	CID	99518090	Dedicated		
SPS/SWABIZ	CID	99869825	Dedicated		
SPS/SWABIZ	CID	99163923	Dedicated		
SPS/SWABIZ	CID	99871236	Dedicated		
SPS/SWABIZ	CID	99058234	Dedicated		
SPS/SWABIZ	CID	99279434	Dedicated		
SPS/SWABIZ	CID	99765142	Dedicated		
SPS/SWABIZ	CID	99169663	Dedicated		
SPS/SWABIZ	CID	99067990	Dedicated		
SPS/SWABIZ	CID	99614314	Dedicated		
SPS/SWABIZ	CID	99552320	Dedicated		
SPS/SWABIZ	CID	99120055	Dedicated		
SPS/SWABIZ	CID	99148722	Dedicated		
SPS/SWABIZ	CID	99407140	Dedicated		
SPS/SWABIZ	CID	99591844	Dedicated		
SPS/SWABIZ	CID	99197291	Dedicated		
SPS/SWABIZ	CID	99592695	Dedicated		
SPS/SWABIZ	CID	99714543	Dedicated		
SPS/SWABIZ	CID	99442206	Dedicated		
SPS/SWABIZ	CID	99812005	Dedicated		
SPS/SWABIZ	CID	99082126	Dedicated		
SPS/SWABIZ	CID	99376211	Dedicated		
SPS/SWABIZ	CID	99301414	Dedicated		
SPS/SWABIZ	CID	99159060	Dedicated		
SPS/SWABIZ	CID	99258961	Dedicated		

SPS/SWABIZ	CID	99001906	Dedicated		
SPS/SWABIZ	CID	99040222	Dedicated		
SPS/SWABIZ	CID	99287366	Dedicated		
SPS/SWABIZ	CID	99377924	Dedicated		
SPS/SWABIZ	CID	99838826	Dedicated		
SPS/SWABIZ	CID	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		
SPS/SWABIZ	CID	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	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		
SPS/SWABIZ	CID	99615950	Dedicated		
SPS/SWABIZ	CID	99746603	Dedicated		
SPS/SWABIZ	CID	99505840	Dedicated		
SPS/SWABIZ	CID	99573725	Dedicated		
SPS/SWABIZ	CID	99544620	Dedicated		
SPS/SWABIZ	CID	99621233	Dedicated		
SPS/SWABIZ	CID	99707112	Dedicated		
SPS/SWABIZ	CID	99600513	Dedicated		
SPS/SWABIZ	CID	99593944	Dedicated		
SPS/SWABIZ	CID	99704404	Dedicated		
SPS/SWABIZ	CID	99660352	Dedicated		
SPS/SWABIZ	CID	99664294	Dedicated		
SPS/SWABIZ	CID	99887045	Dedicated		
SPS/SWABIZ	CID	99670745	Dedicated		
SPS/SWABIZ	CID	99390336	Dedicated		
SPS/SWABIZ	CID	99843026	Dedicated		
SPS/SWABIZ	CID	99725662	Dedicated		
SPS/SWABIZ	CID	99670620	Dedicated		
SPS/SWABIZ	CID	99794085	Dedicated		
SPS/SWABIZ	CID	99688816	Dedicated		
SPS/SWABIZ	CID	99660831	Dedicated		

SPS/SWABIZ	CID	99700661	Dedicated		
SPS/SWABIZ	CID	99604116	Dedicated		
SPS/SWABIZ	CID	99614992	Dedicated		
SPS/SWABIZ	CID	99459625	Dedicated		
SPS/SWABIZ	CID	99336753	Dedicated		
SPS/SWABIZ	CID	99573014	Dedicated		
SPS/SWABIZ	CID	99591284	Dedicated		
SPS/SWABIZ	CID	99409936	Dedicated		
SPS/SWABIZ	CID	99153843	Dedicated		
SPS/SWABIZ	CID	99050571	Dedicated		
SPS/SWABIZ	CID	99595451	Dedicated		
SPS/SWABIZ	CID	99318730	Dedicated		
SPS/SWABIZ	CID	99345050	Dedicated		
SPS/SWABIZ	CID	99544642	Dedicated		
SPS/SWABIZ	CID	99532845	Dedicated		
SPS/SWABIZ	CID	99331315	Dedicated		
SPS/SWABIZ	CID	99770090	Dedicated		
SPS/SWABIZ	CID	99366083	Dedicated		
SPS/SWABIZ	CID	99365652	Dedicated		
SPS/SWABIZ	CID	99304811	Dedicated		
SPS/SWABIZ	CID	99743254	Dedicated		
SPS/SWABIZ	CID	99570273	Dedicated		
SPS/SWABIZ	CID	99881810	Dedicated		
SPS/SWABIZ	CID	99692924	Dedicated		
SPS/SWABIZ	CID	99697872	Dedicated		
SPS/SWABIZ	CID	99696925	Dedicated		
SPS/SWABIZ	CID	99691141	Dedicated		
SPS/SWABIZ	CID	99711964	Dedicated		
SPS/SWABIZ	CID	99700963	Dedicated		

SPS/SWABIZ	CID	99682645	Dedicated		
SPS/SWABIZ	CID	99687906	Dedicated		
SPS/SWABIZ	CID	99686893	Dedicated		
SPS/SWABIZ	CID	99705406	Dedicated		
SPS/SWABIZ	CID	99695212	Dedicated		
SPS/SWABIZ	CID	99685806	Dedicated		
SPS/SWABIZ	CID	99685493	Dedicated		
SPS/SWABIZ	CID	99683485	Dedicated		
SPS/SWABIZ	CID	99709713	Dedicated		
SPS/SWABIZ	CID	99690360	Dedicated		
SPS/SWABIZ	CID	99683290	Dedicated		
SPS/SWABIZ	CID	99084624	Dedicated		
SPS/SWABIZ	CID	99707226	Dedicated		
SPS/SWABIZ	CID	99689730	Dedicated		
SPS/SWABIZ	CID	99709606	Dedicated		
SPS/SWABIZ	CID	99688805	Dedicated		
SPS/SWABIZ	CID	99685165	Dedicated		
SPS/SWABIZ	CID	99709444	Dedicated		
SPS/SWABIZ	CID	99693856	Dedicated		
SPS/SWABIZ	CID	99683916	Dedicated		
SPS/SWABIZ	CID	99691001	Dedicated		
SPS/SWABIZ	CID	99708932	Dedicated		
SPS/SWABIZ	CID	99774113	Dedicated		
SPS/SWABIZ	CID	99583750	Dedicated		
SPS/SWABIZ	CID	99090725	Dedicated		
SPS/SWABIZ	CID	99743652	Dedicated		
SPS/SWABIZ	CID	99229152	Dedicated		
SPS/SWABIZ	CID	99223235	Dedicated		
SPS/SWABIZ	CID	99222023	Dedicated		

SPS/SWABIZ	CID	99041972	Dedicated		
SPS/SWABIZ	CID	99117045	Dedicated		
SPS/SWABIZ	CID	99114886	Dedicated		
SPS/SWABIZ	CID	99124826	Dedicated		
SPS/SWABIZ	CID	99106766	Dedicated		
SPS/SWABIZ	CID	99106405	Dedicated		
SPS/SWABIZ	CID	99121433	Dedicated		
SPS/SWABIZ	CID	99108575	Dedicated		
SPS/SWABIZ	CID	99106383	Dedicated		
SPS/SWABIZ	CID	99106162	Dedicated		
SPS/SWABIZ	CID	99799604	Dedicated		
SPS/SWABIZ	CID	99799070	Dedicated		
SPS/SWABIZ	CID	99740432	Dedicated		
SPS/SWABIZ	CID	99676334	Dedicated		
SPS/SWABIZ	CID	99891142	Dedicated		
SPS/SWABIZ	CID	99803292	Dedicated		
SPS/SWABIZ	CID	99742064	Dedicated		
SPS/SWABIZ	CID	99487721	Dedicated		
SPS/SWABIZ	CID	99284404	Dedicated		
SPS/SWABIZ	CID	99125051	Dedicated		
SPS/SWABIZ	CID	99016315	Dedicated		
SPS/SWABIZ	CID	99633446	Dedicated		
SPS/SWABIZ	CID	99709341	Dedicated		
SPS/SWABIZ	CID	99363095	Dedicated		
SPS/SWABIZ	CID	99550452	Dedicated		
SPS/SWABIZ	CID	99122225	Dedicated		
SPS/SWABIZ	CID	99834055	Dedicated		
SPS/SWABIZ	CID	99729442	Dedicated		
SPS/SWABIZ	CID	99325181	Dedicated		

SPS/SWABIZ	CID	99829144	Dedicated		
SPS/SWABIZ	CID	99045586	Dedicated		
SPS/SWABIZ	CID	99101041	Dedicated		
SPS/SWABIZ	CID	99754863	Dedicated		
SPS/SWABIZ	CID	99728963	Dedicated		
SPS/SWABIZ	CID	99673243	Dedicated		
SPS/SWABIZ	CID	99426703	Dedicated		
SPS/SWABIZ	CID	99362082	Dedicated		
SPS/SWABIZ	CID	99361146	Dedicated		
SPS/SWABIZ	CID	99348594	Dedicated		
SPS/SWABIZ	CID	99141534	Dedicated		
Government	GOV	WN_*DGNV	Dedicated		
Government	GOV	WN_*CANV	Dedicated		
Government	GOV	CA GST NV	Dedicated		
GDS	PCC	R9R	AQUA/QC	Apollo	LVC20
GDS	PCC	D3GC	AQUA/QC	SABRE	CCL22
GDS	PCC	FZ2K	AQUA/QC	SABRE	LVC20
GDS	PCC	61I	AQUA/QC	WorldSpan	CLA55
GDS	Tour Code	99570273	Dedicated		

SWABIZ (domestic and/or international)

Southwest Gateway Services (domestic and/or international)

GDS (domestic and/or international for US POS)

**Carrier to Receive:**

- Designation of Southwest Airlines as an Available Carrier within Customer’s travel program and policy
- Customer will disclose the availability of Carrier’s Service to 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 available status and agreements
  - Customer intranet travel site, online booking tool, etc.
  - Copies of communication due to Carrier within 30 days of Effective Date
  - Upon request 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:						
		BU S	AN Y	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%
LAS	ALL	15 %	15%	3%	3%	3%	3%	1%	1%	1%

**CHART 1A**

<b>Tier 1 Minimum Annual Flown Segments</b>	34,945
---	--------

**CHART 2**

<b>Agreement Quarter Q1 June 1, 2024 – August 31, 2024 Flown Qualifying Segments Target</b>	Tier 1: 7913
	Tier 2: 7365
	Tier 3: 7536

<b>Agreement Quarter Q2 September 1, 2024 – November 30, 2024 Flown Qualifying Segments Target</b>	Tier 1: 9276
	Tier 2: 9811
	Tier 3: 10347

<b>Agreement Quarter Q3</b> <b>December 1, 2024 – February 28, 2025</b> <b>Flown Qualifying Segments Target</b>	Tier 1: 8234 Tier 2: 8968 Tier 3: 9703
---	--

<b>Agreement Quarter Q4</b> <b>March 1, 2025 – May 31, 2025</b> <b>Flown Qualifying Segments Target</b>	Tier 1: 12144 Tier 2: 13554 Tier 3: 14964
---	---

**CHART 2A**

<b>Agreement Quarter Q1</b> <b>June 1, 2024 – August 31, 2024</b> <b>Partner Credits Eligible to be Earned</b>	Tier 1: 380 Tier 2: 550 Tier 3: 640
--	---

<b>Agreement Quarter Q2</b> <b>September 1, 2024 – November 30, 2024</b> <b>Partner Credits Eligible to be Earned</b>	Tier 1: 380 Tier 2: 550 Tier 3: 640
---	---

<b>Agreement Quarter Q3</b> <b>December 1, 2024 – February 28, 2025</b> <b>Partner Credits Eligible to be Earned</b>	Tier 1: 380 Tier 2: 550 Tier 3: 640
--	---

<b>Agreement Quarter Q4</b> <b>March 1, 2025 – May 31, 2025</b> <b>Partner Credits Eligible to be Earned</b>	Tier 1: 380 Tier 2: 550 Tier 3: 640
--	---

- Note regarding Partner Credits:

- Carrier will provide Customer the Initial Partner Credits Received listed in CHART 2A within two (2) business days after the Effective Date.
- During the Term, the applicable Tier target in CHART 2 must be met or exceeded during the applicable Agreement quarter in order for Customer to receive the corresponding Partner Credits Eligible to be Earned listed in CHART 2A for that Tier target. Carrier will provide Customer the Partner Credits earned by meeting or exceeding the applicable Tier target during an Agreement quarter within two (2) business days of meeting or exceeding such target. For clarification, multiple Tier targets can be met or exceeded during the applicable Agreement quarter and Partner Credits for each Tier target may be earned.
- Partner Credits may only be redeemed in Southwest Business Assist.
- Partner Credits have no cash value. In the event this Agreement is terminated or expires, then six (6) months after such event Company shall forfeit all remaining Partner Credits. Company is only eligible to roll over Partner Credits earned in the previous six (6) months to a new corporate travel agreement. Notwithstanding anything to the contrary, in the event that Carrier terminates the Agreement with cause as expressly provided for in the Agreement, then Customer shall forfeit all remaining Partner Credits on the effective date of such termination.