

Confidential

July 1, 2020

Southwest Airlines Co.
2702 Love Field Drive, HDQ 2BD
Dallas, Texas 75235
Attention: Senior Director of Sales

Re: Residual Travel Funds

Dear Kevin,

This letter sets forth the agreement by and between Southwest Airlines Co. ("Carrier") and the State of Nevada ("Customer") with respect to travel credits and travel funds issued on or after March 1, 2020 for unused travel booked with Customer's Company ID ("Eligible Business Travel Funds").

Customer requires each of its employees, officers, directors, interviewees, and any other individual booking travel with Customer's Company ID (each an "Eligible Traveler") to agree to Customer's travel policy. Customer's travel policy requires each Eligible Traveler to agree that Eligible Business Travel Funds are owned by the Customer rather than the Eligible Traveler notwithstanding any language in Carrier's Contract of Carriage to the contrary. As a result of Customer's travel policy with its Eligible Travelers, Customer is requesting Carrier consider from time to time terminating certain Eligible Business Travel Funds identified by Customer and transfer the funds associated with such terminated Eligible Business Travel Funds to Customer's UATP Account with Carrier.

Carrier has agreed to consider Customer's requests to facilitate the termination of certain Eligible Business Travel Funds and transfer of funds associated with such terminated Eligible Business Travel Funds to Customer's UATP Account with Carrier upon the terms and conditions set forth in this letter agreement.

This letter agreement will confirm the agreement between Customer and Carrier with respect to the termination of Eligible Business Travel Funds and transfer of the funds associated with such terminated Eligible Business Travel Funds to Customer's UATP Account with Carrier, as follows:

1. From time to time, Customer may provide Carrier with the confirmation number, passenger first name, passenger last name, and Customer ID for Eligible Business Travel Funds Customer desires Carrier to terminate and transfer the funds associated with such terminated Eligible Business Travel Funds to Customer's UATP Account with Carrier (a "Transfer Request"). Within 90 days after receipt of a Transfer Request, Carrier will review Customer's Transfer Request and respond to Customer with a full or partial acceptance of such Transfer Request or rejection of such Transfer Request. If Carrier responds with a partial acceptance, Carrier will indicate for each confirmation number whether it is accepted or rejected. Eligible Business Travel Funds are valid for twenty four (24) months.
2. For each Transfer Request submitted by Customer to Carrier, Customer represents and warrants the following: (a) Customer requires each Eligible Traveler to agree to Customer's travel policy; (b) Customer's travel policy requires each Eligible Traveler to agree that Eligible Business Travel Funds are owned by the Customer rather than the Eligible Traveler notwithstanding any language in Carrier's Contract of Carriage to the contrary; (c) Customer has reimbursed each Eligible Traveler with Eligible Business Travel Funds on such Transfer Request in an amount equal to the Eligible Business Travel Funds tied to the confirmation number for such Eligible Traveler; and (d) Customer has the full right and authority to enter into and fully perform this letter agreement in accordance with its terms and constitutes a valid, binding, and enforceable agreement of Customer.
3. If Carrier receives a complaint or inquiry from an Eligible Traveler related to any Eligible Business Travel Fund included on a Transfer Request, Carrier shall notify Customer of such complaint or inquiry and Customer will communicate to its Eligible Traveler, in a mutually agreed upon communication, Customer's travel policy and Eligible Traveler's agreement thereto, including, without limitation, specific reference to the section of the travel policy in which the Eligible Traveler agreed that Eligible Business Travel Funds are owned by the Customer rather than the Eligible Traveler notwithstanding any language in Carrier's Contract of Carriage to the contrary.
4. If an Eligible Traveler disputes a charge related to any Eligible Business Travel Fund included on a Transfer Request, Carrier shall notify Customer of such dispute and Customer will provide Carrier any supporting documentation Carrier requests for its submission to the card processor rejecting such dispute. If, notwithstanding Carrier's submission to the card processor rejecting such dispute, Carrier is required to pay such disputed amount to the Eligible Traveler who

disputed the charge then without notice to Customer, Carrier will set off such amount from any amounts in Customer's UATP Account with Carrier.

5. Customer shall indemnify Carrier from, and defend and hold Carrier and its directors, officers, shareholders, employees, contractors, and agents (collectively, the "Southwest Parties") harmless from and against any liabilities or claims (including reasonable attorneys' fees and expenses) (each, a "Claim") suffered, incurred or sustained by the Southwest Parties, or to which any of the Southwest Parties becomes subject, resulting from, arising out of or relating to (i) Customer's travel policy and exercise of control over the Eligible Business Travel Funds and Customer's Transfer Requests, (ii) any breach by Customer of its representations, warranties, and obligations contained herein, and (iii) any duties or obligations (whether by contract or otherwise) of Customer or any agent or representative of Customer to a third party (including any Eligible Traveler of Customer) with respect to the subject matter of this letter agreement.
6. Subject to the laws of the State of Nevada as it relates to the customer, the parties hereto agree to treat as confidential the terms and conditions to this letter agreement. Subject to the laws of the State of Nevada as it relates to the customer, the parties will provide information about the terms and conditions of this letter agreement only to their respective officers, agents, employees, accountants and legal counsel with a need to know such information and will not provide such information to any other person or entity (whether or not affiliated with such party) without the prior written consent of the non-disclosing party, except where such disclosure is required by law and the disclosing party has made reasonable efforts to resist or minimize the scope of disclosure.
7. This letter agreement shall be governed under the laws of the State of Nevada without regard to any jurisdiction's conflict of laws provisions. The parties hereby expressly consent to the exclusive personal jurisdiction and venue of the state and federal courts located in Carson City, NV for all disputes arising out of or relating to this letter agreement. All notices under this Agreement shall be in writing and properly addressed and shall be deemed to have been duly given or received when actually received. Any notices not addressed to the address(es) for notices stated below the signature blocks shall be deemed not to have been given or received. All rights and remedies of a party in this letter agreement shall be in addition to all other rights and remedies available at law or in equity. Neither party may assign their rights or obligations under this letter agreement without the express written consent of the other.
8. This letter agreement may be executed in one or more counterparts (sent via mail, facsimile, PDF, or similar means), each of which shall be deemed an original and all of which together shall constitute one and the same agreement. No oral statements or conversations between the parties hereto or their representatives, whether the same shall have been express or implied, occurring either before or after the execution of this letter agreement, shall be construed as having any bearing or affect upon this letter agreement or any portion hereof, it being understood that this written letter agreement embodies the entire agreement and understanding between the parties hereto relating to the subject matter hereof.
9. Either party may terminate this letter agreement with immediate effect by written notice to the other party. The provisions of sections 2, 3, 4, 5, 6, and 7 shall survive the termination of this letter agreement.

The parties, by their duly authorized representation, have caused this letter agreement to be executed as of the date set forth above.

Sincerely,

Acknowledged and Agreed:

Kevin D. Doty
Name: Kevin D. Doty
Title: Administrator

Address for Notices:

Southwest Airlines Co.
Kevin Sullivan
Name: Kevin Sullivan (Jul 27, 2020 14:26 CDT)
Title: Senior Director

Address for Notices:
Southwest Airlines Co.
2702 Love Field Drive, HDQ 2BD
Dallas, Texas 75235
Attention: Sr. Director of Sales
With a copy to General Counsel






State of Nevada - UATP

Final Audit Report

2020-07-27

Created:	2020-07-27
By:	Donna Willard (donna.willard@wnco.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA7e_iajWIBdtEUCke2aZJ725pfhgQGzUC

"State of Nevada - UATP" History

-  Document created by Donna Willard (donna.willard@wnco.com)
2020-07-27 - 6:02:45 PM GMT- IP address: 65.170.41.5
-  Document emailed to Kevin Sullivan (kevin.sullivan@wnco.com) for signature
2020-07-27 - 6:03:24 PM GMT
-  Email viewed by Kevin Sullivan (kevin.sullivan@wnco.com)
2020-07-27 - 6:57:53 PM GMT- IP address: 75.51.231.226
-  Document e-signed by Kevin Sullivan (kevin.sullivan@wnco.com)
Signature Date: 2020-07-27 - 7:26:37 PM GMT - Time Source: server- IP address: 75.51.231.226
-  Signed document emailed to Donna Willard (donna.willard@wnco.com) and Kevin Sullivan (kevin.sullivan@wnco.com)
2020-07-27 - 7:26:37 PM GMT