SUPPLIER NAME: Southwest Airlines Co

University of Virginia PO# / Tracking#: 2102624

The University of Virginia ("University") and the Supplier are entering into an agreement and, for their mutual convenience, the parties are using the standard contract form/agreement/terms & conditions/etc. provided by the Supplier, referred to hereafter as the "Supplier's Contract Form". Nonetheless, because the University, a public institution of higher education in the Commonwealth of Virginia, is precluded by law, regulation and/or policy from accepting certain clauses/contractual provisions that may appear in the Supplier's Contract Form, the parties specifically agree that the Supplier Contract Form is acceptable only to the extent it does not conflict with the exceptions noted in this Addendum.

As used within, the term "Agreement" means this Addendum and the Supplier's Contract Form together with any other addenda or exhibits constituting part of the written contract between the parties. This Agreement constitutes the entire agreement between the University and the Supplier. This Agreement may not be waived or modified except by written agreement between the parties. In the event that the Supplier enters into terms of use agreements or other understandings with University employees and students (whether electronic, click-through, verbal, or in writing), the terms and conditions of this Agreement shall prevail.

Therefore, by my signature, the attached Supplier’s Contract Form is, with the exceptions noted below, acceptable to the University.

For the Rector and Visitors of the University of Virginia

[Signature]

Jennifer Glassman, Director
Procurement and Supplier Diversity Services

Exceptions to the Supplier’s Contract Form:

1. Requiring or stating that the terms of the Supplier's Contract Form shall prevail over the terms of this Addendum in the event of conflict.

2. Requiring the application of the law of any state other than Virginia in interpreting or enforcing the Agreement, or requiring that any dispute under the Agreement be resolved in the courts of any state other than Virginia. This Agreement will comply with all applicable laws of the Commonwealth of Virginia and the University’s Purchasing Terms and Conditions.

3. Requiring the University to indemnify or hold harmless the Supplier for any act or omission. To the extent permitted by the laws of the Commonwealth of Virginia, the University will be responsible for the acts or omissions of its agents and employees causing harm to persons not a party to this agreement. Nothing herein will be construed as a waiver of the sovereign immunity of the Commonwealth of Virginia.

4. Renewing or extending this Agreement beyond the contract term or automatically continuing the contract period from term to term. Any extension or renewal must be mutually agreed to by both parties.

5. Requiring the University to maintain any type of insurance either for the University's benefit or for the Supplier's benefit.
6. In the case of Supplier indemnities, requiring the University to give sole control over the litigation and/or settlement of any claim. Any compromise or settlement of any claim shall be approved in accordance with Code of Virginia §2.2-514.

7. Imposing interest charges contrary to that specified by the Code of Virginia.

8. Requiring the University to agree to or be subject to any form of equitable relief not authorized by the Constitution or the laws of Virginia.

9. Releasing the Supplier or any other entity or person from its legal liability, or limiting liability for unlawful or negligent conduct or failure to comply with any duty recognized or imposed by applicable law.

10. Requiring any total or partial compensation or payment for lost profit or liquidated damages by the University if the Agreement is terminated before the end of the contract term.

11. Requiring that the Agreement be "accepted" or endorsed by the home office or by any other officer subsequent to execution by an official of the University before the Agreement is considered in effect, or otherwise delaying the acceptance of this Agreement or its effective date beyond the date of execution by the University.

12. Changing the time period within which claims can be made or actions can be brought under the laws of the Commonwealth of Virginia.

13. Prohibiting the University from recovering its lawful damages incurred as a result of a breach of this Agreement.

14. Limiting the liability of the Supplier for property damage or personal injury.

15. Permitting unilateral modification of this Agreement by the Supplier.

16. Binding the University to any arbitration or to the decision of any arbitration board, commission, panel or other entity.

17. Obligating the University to pay costs of collection or attorney fees.

18. Granting the Supplier a security interest in property of the University.

19. Obligating the University to pay taxes for tax exempt goods/services. (Our tax exempt registration number is 54-6001796.)

20. Requiring title to transfer other than at the University's facility.

21. Requiring the Supplier Contract Form to be kept confidential or that pricing/fees be kept confidential.

22. Requiring the waiver of a jury trial.

23. Requiring a deposit payment be made or requiring payment terms other than what the Supplier agreed to when they registered with the University. The payment date is determined from the date of completion of services or the receipt date of a correct invoice, whichever is later.
AMENDMENT TO CORPORATE TRAVEL LETTER OF AGREEMENT

This AMENDMENT NUMBER 1 TO CORPORATE TRAVEL LETTER OF AGREEMENT (this “Amendment”) is effective as of March 15, 2021 by and among University of Virginia (“Customer”) and Southwest Airlines Co. on behalf of itself and its affiliates (hereinafter referred to as “Carrier”).

RECITALS:

Customer and Carrier are parties to an agreement entitled Corporate Travel Letter of Agreement, effective April 1, 2020 (as amended, restated, or otherwise modified, the “Agreement”), and the parties desire to amend such Agreement;

NOW THEREFORE, in consideration of the mutual promises and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Customer and Carrier hereby agree to amend the Agreement as follows:

Article 1 DEFINITIONS

1.1 Definitions. Capitalized terms used in this Amendment, to the extent not otherwise defined herein, shall have the same meanings as in the Agreement, as amended hereby.

Article 2 AMENDMENTS

2.1 Amendment to Section 1. Section 1 of the Agreement is amended in its entirety to read as follows:

Section 1. Term

This Agreement begins on the Effective Date and shall continue in effect through December 31, 2021 (the “Term”).

2.2 Amendment to Exhibit A. Exhibit A is amended in its entirety to read as follows:

Customer to Receive:

- Commitment to review contract performance and share Southwest Airlines flown segment and revenue reports monthly, or at a minimum quarterly

Carrier to Receive:

- Commitment to meet monthly, or at a minimum quarterly to review contract performance and share Southwest Airlines and total airline market share reports
  - Automated monthly, or at a minimum quarterly WN/OA data reports may be established by the Travel Management Company
Article 3    MISCELLANEOUS

Any provision of this Amendment held by a court of competent jurisdiction to be invalid or unenforceable shall not impair or invalidate the remainder of this Amendment and the effect thereof shall be confined to the provision so held to be invalid or unenforceable. This Amendment is the product of negotiations between the parties and shall be construed as if jointly prepared and drafted by them, and no provision of this Amendment shall be construed for or against any party due to its actual role in the preparation or drafting hereof by reason of ambiguity in language and/or rules of construction against the drafting party or similar doctrine. This Amendment supersedes all prior oral or written agreements and understandings between the parties relating to the Amendment, and may not be contradicted or varied by evidence of prior, contemporaneous or subsequent oral agreements or discussions of the parties hereto. The terms and provisions set forth in this Amendment shall modify and supersede all inconsistent terms and provisions set forth in the Agreement and except as expressly modified and superseded by this Amendment, the terms and provisions of the Agreement are ratified and confirmed and shall continue in full force and effect. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the undersigned by their duly authorized representatives have executed and delivered this Amendment as of the day and year first above written.

SOUTHWEST AIRLINES CO.

By: ____________________________

Name: Kevin Sullivan

Title: Senior Director, Southwest Business

UNIVERSITY OF VIRGINIA

By: ____________________________

Name: ___________________________

Title: ___________________________

The Rector and Visitors of the University of Virginia

Jennifer Glassman

Tracking #: 2102624
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