

AMENDMENT # 1

TO CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

Between the State of Nevada
Acting By and Through Its

Agency Name:	Department of Administration, Purchasing Division
Address:	515 East Musser Street, Suite 300
City, State, Zip Code:	Carson City, NV 89701
Contact:	Teri Becker
Phone:	775-684-0178
Email:	tbecker@admin.nv.gov

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

1. **AMENDMENTS.** For and in consideration of mutual promises and other valuable consideration, all provisions of the original Contract dated October 15, 2018, attached hereto as Exhibit A, remain in full force and effect with the exception of the following:
 - A. The purpose of this amendment is to extend the termination date from October 31, 2020 to October 31, 2021.
 - B. This amendment also amends certain sections of the contract.

This AMENDMENT NUMBER 1 TO CORPORATE TRAVEL AGREEMENT (this “Amendment”) is effective as of December 1, 2022 (“Amendment Effective Date”), by and among State of Nevada (“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 Agreement, effective December 1, 2022, (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 Exhibit A. Exhibit A is amended to add the following bullet points to the Customer to Receive Section as follows:

- Allotment of 550 Partner Credits for use in Carrier’s Partner Benefits program.
 - Carrier will provide Customer such Partner Credits within two (2) business days after the Amendment Effective Date.
 - During the Term, the applicable Flown Qualifying Segment 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. Carrier will provide Customer the Partner Credits earned by meeting or exceeding the applicable Flown Qualifying Segments Target during an Agreement quarter will be provided within two (2) business days of meeting or exceeding such target.
 - Partner Credits may only be redeemed in Southwest Business Assist.
 - Partner Credits have no cash value. In the event the 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.

CHART 2

Partner Benefit Segment Target	
09/04/23-12/04/23 (Agreement Quarter 4) - Flown Qualifying Segments Target	8916
12/5/23 – 03/05/24 – (Agreement Quarter 5) Flown Qualifying Segments Target	6440
03/06/24 – 05/31/24 – (Agreement Quarter 6) Flown Qualifying Segments Target	9002

CHART 2A

Initial Partner Credits Received	550
Agreement Quarter 4 - Partner Credits Earned	165
Agreement Quarter 5 – Partner Credits Earned	165
Agreement Quarter 6 - Partner Credits Earned	165

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.

