

MASTER GROUND SERVICES AGREEMENT

This Master Ground Services Agreement (the “**Agreement**”) is effective _____ (the “**Effective Date**”), by and between Alaska Airlines, Inc., an Alaska corporation having its principal place of business at 19300 International Blvd., SeaTac, WA 98188 (“**Airline**”), on behalf of itself and its Affiliates (defined below), and Counterparty Name, a Counterparty State Counterparty Entity having its principal place of business at Counterparty Address 1, Counterparty City, Counterparty State, Counterparty Zip/Postal Code, Counterparty Country (“**Supplier**” and, together with Airline, the “**Parties**” and each a “**Party**”).

The Parties agree as follows:

AGREEMENT

1. Services.

1.1 Provision of Services. Supplier shall provide to Airline the services (the “**Services**”) set forth in any statement of work approved in writing by both Parties the “**Statement of Work**” or “**SOW**”). All Services shall be performed in accordance with the terms of this Agreement and the applicable SOW.

1.2 Each SOW shall specify, at a minimum, (a) the date upon which performance of the Services will start (a “**SOW Commencement Date**”) and end (an “**Initial SOW Term Expiration Date**”), (b) the airport station(s) at which the Services shall be performed (an “**Airport**”), (c) the specific Services to be performed, which Services shall be performed in the manner described on **Exhibit A** attached hereto and incorporated herein by this reference, and (d) such other terms as may be agreed to by the Parties. A sample form SOW is included as **Exhibit B**, which is attached hereto and incorporated herein by this reference.

1.3 Any company or entity which controls, is controlled by, or is under common control with Airline (“**Affiliate**”), and any-third party airline that operates under the livery of Airline and under contract to carry its passengers (each a “**CPA Partner**”), may enter into a SOW with Supplier, or Airline may enter into a SOW with Supplier on behalf of such Affiliate or CPA Partner, which SOW shall be governed by the terms of this Agreement. Such Affiliate and CPA Partner shall be solely responsible for all of its obligations under the SOW and this Agreement, and the Parties agree that Airline shall not have any liability whatsoever.

2. Personnel.

2.1 Supplier shall make available a sufficient number of staff employees to perform the Services, together with management employees responsible for supervision of such personnel. In a SOW, the Parties may agree that Supplier shall perform the Services with certain minimum levels of staff and management personnel.

2.2 Supplier shall ensure that all personnel providing Services under this Agreement shall be fully qualified, trained, equipped, uniformed, well-groomed, diligent, and competent and shall perform their duties in a safe and courteous manner, shall work harmoniously with Airline personnel, and shall observe standards of discipline satisfactory to Airline at all times. Supplier’s personnel shall perform the Services in a professional and workmanlike manner, consistent with Airline’s service philosophies, with the degree of skill and care that is required by current, sound professional procedures, and under responsible Supplier supervision.

2.3 Training.

(a) General

(i) Supplier shall ensure that its personnel, prior to performing any of the Services, have attended and successfully completed, to the reasonable satisfaction of Airline, all training designated by Airline and that such training is noted in Airline's training system(s). Airline's decision regarding the necessity of specific training and the qualification of anyone to perform Services shall be final. Supplier shall properly document all training and retain such documentation in a method that is acceptable to Airline and compliant with Legal Requirements (defined below).

(ii) Supplier agrees to designate certain non-supervisory employees approved by Airline to receive additional training from Airline and to act as designated training instructors ("**Instructors**"). Such Instructors shall provide initial and recurrent training to Supplier's personnel who are assigned to provide the Services. All such training shall be performed in accordance with applicable Legal Requirements, Airline's instructions and its published policies and procedures, and any subsequent training instructions or training approval letters issued by Airline.

(iii) While attending training delivered by Airline or its representatives, Supplier's personnel shall comply with the reasonable training rules and expectations promulgated by Airline from time to time, a then-current copy of which will be made available to Supplier's personnel during training. Airline reserves the right to dismiss any person from Airline training who fails to abide by such rules and expectations and, thereafter, Supplier shall ensure that such person is not permitted to perform Services for Airline.

(b) Training Delivery

(i) For Services described in Exhibit A.1, Passenger Services, Supplier shall make its personnel available to attend Airline-delivered training classes at locations selected by Airline.

(ii) For Services described in Exhibit A.3, Ramp Services, Airline shall provide an initial training class at a location mutually agreed to by the Parties. Once Instructors or other personnel are properly qualified to conduct the training class, Supplier shall be responsible for delivering Airline's training to Supplier's personnel at the location(s) where Services will be performed. The facilities where such training will occur shall be safe, conducive to learning, have adequate internet connectivity, as required, and generally enable a quality training experience.

(iii) For all other Services performed under this Agreement, training requirements will be as outlined by Airline.

(c) Cost

(i) At Supplier's sole cost, Supplier shall ensure that all of its personnel who provide the Services are familiar with the technology reasonably required by Airline to be used in connection with providing the Services.

(ii) If Airline determines that training should be conducted at a location other than the location where the Services are to be performed or Supplier's home base, Airline shall arrange for air transportation on Airline's flights and arrange for hotel lodging at Airline's cost. Upon request by Supplier, Airline shall also reimburse Supplier for meal expenses

and other per diem travel costs of up to \$25 per person per day upon presentation of receipts or reasonably satisfactory supporting documentation from Supplier. Any other costs shall be the responsibility of Supplier.

(iii) For training delivered at a location where the Services will be performed, Supplier shall be responsible for all costs related to such training unless otherwise agreed to in writing by Airline.

(iv) For all training delivered by Airline, Airline shall bear its labor costs associated with (A) training newly-hired Supplier personnel to support Supplier's start-up of operations for Airline, (B) training newly-hired Supplier personnel needed to support growth in Airline's flight schedule, (C) training which is necessary as a result of changes in Legal Requirements which are promulgated after the applicable SOW Commencement Date, and (D) specialty or other Airline-specific training which is required by Airline after the SOW Commencement Date. Otherwise, Supplier shall bear all labor costs associated with its personnel's training time for both initial and recurrent training, including but not limited to any Supplier-required internal training and training necessary as a result of attrition.

(v) At Supplier's sole cost, Supplier shall maintain proficiency and compliance with the relevant sections of Airline's Customer Service Manual, and any successor manual, as amended from time to time. If there is a conflict between Supplier's policies and procedures and Airline's policies and procedures, Airline's policies and procedures shall control. In addition, Supplier shall monitor all bulletins issued by Airline and ensure its personnel are informed of all policy changes within seven (7) calendar days of the effective date of the change(s).

2.4 Supplier shall remove from performance of any Services any personnel who displays improper conduct or who for any other reason whatsoever are deemed unqualified or unsatisfactory to Airline in its reasonable discretion.

2.5 Culture of Safety.

(a) Supplier shall adopt and implement the principles of Airline's safety program, presently known as "Ready, SAFE, Go," which requires that every representative of Supplier who performs Services under this Agreement must "Own Safety." To "Own Safety" means: (i) not rushing just to get tasks or the job done, (ii) taking precautions and doing jobs the right way, (iii) being vigilant and alert, (iv) immediately reporting to a representative designated by Airline any unsafe activity or situation, (v) not hesitating to stop the operation, if necessary, and being empowered to do so, and (vi) encouraging the reporting of any safety incident without threat of immediate job loss. Supplier's personnel shall understand that safety is Airline's number one priority and know that they are empowered to put safety above all else – even on-time performance, customer satisfaction, and profits. Supplier's leadership team shall fully endorse and engage in Airline's "Ready, SAFE, Go" culture.

(b) As part of its adoption of the "Ready, SAFE, Go" culture, Supplier shall adopt in a form acceptable to Airline a written non-punitive policy for immediate reporting by Supplier's personnel of all errors and safety concerns arising in connection with Supplier's performance under this Agreement. The policy must state that compliance with the reporting policy will result in no punitive action being taken against the person reporting. Supplier shall adopt such policy within thirty (30) calendar days of the Effective Date and shall provide appropriate training on such policy to all of Supplier's personnel who will perform Services under this Agreement no less than ten (10) calendar days prior to such personnel performing any Services for Airline.

(c) Failure by Supplier to comply with the terms of this Section 2.5, including but not limited to dismissing personnel who raise their hands to stop the operation based on a belief that a situation is unsafe, is deemed by Airline to be a material breach of this Agreement and grounds for immediate termination under Section 6.2 of this Agreement.

3. Equipment & Facilities.

3.1 Except as otherwise expressly specified in a SOW, Supplier shall provide and operate any and all vehicles, equipment, manuals, materials, and supplies (including but not limited to employee uniforms and any safety equipment reasonably directed by Airline, such as safety vests, wands, and cones) which may be reasonably required to perform the Services (collectively, “GSE”) and shall be responsible for all aspects thereof and all associated costs, including but not limited to maintaining, repairing, replacing, fueling, permitting, and insuring the same. All GSE shall satisfy Airline’s applicable safety standards. In the case of Passenger Services provided pursuant to Exhibit A, Section 1, Airline shall provide an allocation (in an amount to be determined by Airline in its sole and absolute discretion) for Supplier’s new hire employees to purchase initial uniform items. Thereafter, Airline may replace worn or lost uniform items as determined by Airline in its sole and absolute discretion. For all other Services, Supplier shall provide uniforms at Supplier’s sole cost.

3.2 In a SOW, the Parties may agree that Airline will allow Supplier to utilize Airline-owned GSE. In such cases, except to the extent otherwise specified in the SOW, the terms of this Section 3.2 shall apply. Supplier shall use Airline-owned GSE only for the benefit of Airline as needed to perform the Services. Airline shall retain ownership of all such GSE and be responsible for maintaining, repairing, replacing, fueling, permitting, and insuring the same. However, Supplier shall use reasonable care in operating and using such GSE and shall protect it from loss and damage. Supplier shall be solely liable for any and all damages to persons or property caused by such GSE while in Supplier’s custody or control, including but not limited to costs of repair or replacement of such GSE which is necessary as a result of any cause other than ordinary wear and tear, damages resulting from Supplier’s failure to operate such GSE in accordance with specifications, Supplier’s failure to follow inoperable equipment reporting requirements, vehicle collisions, or negligence, intentional acts, misuse, or abuse. Upon expiration or earlier termination of such SOW, Supplier shall return all such Airline-owned GSE to Airline in such condition as it was received, reasonable wear and tear excepted.

3.3 Except as otherwise expressly set forth in a SOW, Supplier shall provide any and all Airport facilities which may be reasonably required to perform the Services (e.g., offices, storage closets, employee breakrooms) and shall be responsible for all aspects of such facilities.

3.4 In a SOW, the Parties may agree that Airline will allow Supplier to utilize Airline’s Airport facilities. In such cases, the SOW shall incorporate reasonable and customary terms as set forth in a standard space use license agreement to be prepared by Airline, together with any other terms required by the party that controls the use of the facility as well as any other terms agreed to by the Parties, and Supplier shall use such space in accordance with the terms thereof.

4. Standards and Continuous Improvement.

4.1 Warranties. Supplier warrants that the Services shall be performed (i) in strict accordance with the specifications and other requirements set forth in the applicable SOW and this Agreement, and (ii) in a competent and professional manner in accordance with the highest standards and best practices of Supplier’s industry.

4.2 Communications. Supplier shall designate (a) one (1) or more representatives to manage its relationship with Airline and serve as a point of contact with respect to this Agreement and the Services generally, and (b) one (1) or more representatives at each Airport to serve as a point of contact for Airline with respect to Services at such Airport. Supplier shall ensure that such representatives are available to

Airline at all reasonable times and that such representatives use reasonable efforts to return messages (whether left via telephone, email, or in person) left by Airline during the same day in which the message was left. Such representatives shall meet with Airline representatives on a regular basis as directed by Airline to review performance, identify trends, consider process improvements, and otherwise ensure that the Services are provided according to the requirements outlined in this Agreement and any applicable SOW.

4.3 Performance Audits. Without any additional charge, Supplier shall (a) allow access to representatives of Airline and its customers to the facilities involved in performing this Agreement in order to assess (i) work quality, (ii) conformance with Airline’s specifications, and (iii) conformance with Supplier’s representations, warranties, certifications, and covenants in this Agreement; (b) provide all reasonable assistance to ensure the safety and convenience of the inspectors in the performance of their duties; and (c) coordinate with Airline and respond to all operational audit findings with root cause analysis and corrective action and ensure those plans are executed.

4.4 Scorecard/Incentive Program.

(a) Program Generally. Airline may establish a scorecard/incentive program (the “**Program**”), pursuant to which Airline will set certain target levels for performance of the Services (the “**Supplier Performance Objectives**”). Supplier agrees to comply with such Program if it is established. The Parties may, but are not required to, agree that Supplier will earn monetary incentives for achieving certain targets and/or provide Airline with monetary credits for falling short of such targets, as the case may be. Supplier and Airline shall each designate a representative to serve as primary point of contact for all aspects of the Program within ten (10) calendar days of the effective date of the Program.

(b) Key Performance Indicators. The Supplier Performance Objectives will include metrics that allow for objective measurement of both qualitative and/or quantitative elements of performance, known as “**Key Performance Indicators**” or “**KPIs**.” KPIs will be evaluated on a monthly basis. KPIs will cover categories of performance such as on-time departures, baggage handling, aircraft damages, and first/last bag to carousel times, among others, as applicable. Each KPI will be assigned scoring levels.

(c) Monthly Performance Score. The Supplier Performance Objectives will include a methodology for aggregating scores under all KPIs each month, with each KPI weighted, to arrive at a “**Monthly Performance Score**.” The Monthly Performance Score will be measured on a sliding scale from A+ to F.

(d) Incentives & Credits. The Supplier Performance Objectives may include a mutually agreed range of monetary incentives and credits, tied to the Monthly Performance Score. A Monthly Performance Score of A+ may entitle the Supplier to receive the maximum incentive payment available, while a Monthly Performance Score of F may entitle Airline to the maximum credit available.

(e) Scorecard Preparation. Supplier shall be primarily responsible for administering the Program, including tracking its KPIs, determining its Monthly Performance Score, and, if applicable, calculating the resulting incentive or credit due. Such monthly data shall be captured in a “**Monthly Scorecard**,” the form and substance of which shall be mutually agreed to by the Parties. At the conclusion of each month, Supplier shall submit a proposed Monthly Scorecard to Airline for its review and approval.

(f) Scorecard Ratification. A proposed Monthly Scorecard will be ratified upon approval by Airline, or if Airline fails to notify Supplier of any objection within ten (10) calendar days of receipt. If Airline objects to a proposed Monthly Scorecard, it shall notify Supplier of the

same, and the designated representatives of Airline and Supplier shall meet and endeavor to resolve any disagreement. If the Parties are unable to resolve their disagreement within a reasonable time, the matter will be escalated to succeeding senior levels of their respective organizations, making best efforts to resolve the same in good faith.

(g) Payout of Incentives. Following ratification of a Monthly Scorecard, any incentive due shall be paid by Airline to Supplier, which shall be taken as an additional charge on Supplier's next regular monthly invoice for Services. Any discount due shall be provided by Supplier to Airline, which shall be taken as a credit against the fees and charges otherwise due to Supplier on its next regular monthly invoice. For example, for Services provided in August, the Parties would endeavor to ratify the Monthly Scorecard in September, enabling Supplier to charge/provide the applicable bonus/ discount in the invoice for Services provided in September.

(h) Distribution of Incentives. Supplier shall disburse 100% of any and all incentives paid by Airline among its hourly and supervisory personnel engaged directly in the performance of the Services at the Airport, in a manner to be mutually agreed by Airline and Supplier in writing. No portion of any incentive payment shall be retained by Supplier or otherwise diverted for any other purpose.

5. Compensation for Services.

5.1 Payment for Services. In consideration for the Services provided under this Agreement, Airline shall make the payments specified in the applicable SOW. The Charges (defined below) set forth in each SOW are intended to be all-inclusive compensation for the Services. No additional charges shall apply, including for Services performed at night, on weekends, on holidays, during inclement weather, or for charters, diversions, extra sections, or irregular or off-schedule operations except as otherwise expressly set forth in the applicable SOW.

5.2 Adjustment to Charges. The fees and charges set forth in a SOW ("**Charges**") are intended by Supplier and Airline to be fixed for the duration of the Term (defined below), provided, however, that Charges are subject to adjustment in the limited circumstances described in this Section 5.2. Any adjustment shall be effective on the date agreed to by the Parties; provided that in no event shall Airline be liable for retroactive increases in Charges.

(a) Changes in Flight Schedule. In the event that (i) Airline materially increases or decreases the number of flights operated at the applicable Airport, or materially changes the schedule of its existing flights at such Airport, and (ii) such change in flight activity or schedule drives an actual increase or decrease in Supplier's unit costs of providing the Services, either Party may request an adjustment to the Charges. Such request shall be made in writing and shall be accepted or rejected by the other Party within sixty (60) calendar days of its receipt of such request. Such request shall not be unreasonably rejected, conditioned, or delayed and such adjustment shall be effective from and after the date the approval is granted, unless otherwise agreed to by the Parties. Any such adjustment shall be commensurate with the actual increase or decrease, as the case may be, in Supplier's unit costs of providing the Services, as demonstrated by Supplier with supporting documentation as may be reasonably requested by Airline. Flight volumes may be referenced in Schedule 1 of the applicable SOW.

(b) Changes in Minimum Wage Law. In the event that (i) applicable federal, state, or local minimum wage rates (including any applicable "living wage" ordinance) are increased, and (ii) such increase drives an actual increase in Supplier's labor costs of providing the Services, Supplier may request an increase to the Charges. Such request may be made at any time by Supplier by giving written notice of such request to Airline. Airline shall accept or reject such request within sixty (60) calendar days of its receipt of such request. If accepted, any such increase shall be commensurate with the actual increase in Supplier's labor costs, up to a maximum of seventy

percent (70%) of such increased costs, as demonstrated by Supplier with supporting documentation as may be reasonably requested by Airline. Any increase shall become effective the later of Airline's acceptance of such increase and the date Supplier's labor costs are actually increased.

(c) **Material Changes in Supplier's Costs.** If there is a material increase in Supplier's unit costs of providing the Services, Supplier may request an increase to the Charges. Such request may only be made in connection with the Parties' annual budget review process, which typically occurs between August and October of each year and must be given in writing to Airline no later than September 30th. Airline shall accept or reject such request within sixty (60) calendar days of its receipt of such request. Any such adjustment shall be commensurate with the actual increase in Supplier's unit costs of providing the Services as demonstrated by Supplier with supporting documentation as may be reasonably requested by Airline. Any increase shall become effective the later of Airline's acceptance of such increase and the date Supplier's unit costs of providing the Services are actually increased.

5.3 Invoices. Supplier shall submit to Airline once per calendar month an itemized invoice with respect to outstanding amounts due and payable under this Section 5. Supplier shall submit invoices for all Services or expenses with sufficient detail to permit Airline to determine the accuracy of payments required by such invoice in accordance with Airline's obligations under this Section 5. Unless otherwise agreed in a SOW, Supplier's invoices shall be in accordance with the Supplier Invoicing Instructions found at www.alaskaair.com/suppliers. Failure to comply with these requirements or to provide an invoice in conformance with this Agreement may delay payment.

No advance payment shall be made for the goods or services furnished by the Supplier pursuant to this Agreement. Airline shall not be liable for any unbilled or under-billed amounts payable for Services which are invoiced more than twelve (12) months after such Services are performed.

5.4 Time of Payment. Unless otherwise specified in a SOW, Supplier shall be paid within thirty (30) calendar days after Airline's receipt of each Correct Invoice for Services performed and acceptance of such Correct Invoice in accordance with the terms of this Agreement. This section shall survive termination or expiration of this Agreement for any outstanding amounts owed to Supplier as of the date of termination or expiration.

5.5 Audit Rights. During the Term and for three (3) years thereafter, Supplier shall keep all usual and proper records and books of account relating to its performance under this Agreement and the amounts billed to Airline. Airline has the right to audit Supplier's records related to performance under this Agreement, at Airline's expense, at any reasonable time and upon reasonable notice, to determine if Airline was billed appropriately for Services rendered. In the event that such audit or audits reveal overpayment by Airline in any amount whatsoever, Supplier shall pay Airline the amount of any such overpayment within fifteen (15) calendar days of notice from Airline. If such audit reveals an overpayment in excess of ten percent (10%) of the amount that should have been billed to Airline, Supplier shall also reimburse Airline's audit expenses, including any outside expert fees, legal fees, and accounting fees, within fifteen (15) calendar days of notice from Airline.

5.6 Taxes and Fees.

(a) **Taxes Payable by Supplier.** Supplier agrees that Airline is not liable for any taxes and fees that Supplier is legally obligated to pay, including but not limited to any taxes or surcharges based on gross receipts (except as set forth in Section 5.6(c) below), revenue, income or the like, property taxes assessed on Supplier's property, import or export taxes, franchise or doing business taxes, other state and local taxes normally paid by similar businesses as Supplier, or contributions or assessments for its employees and subcontractors (if any). Supplier shall indemnify, defend, and hold Airline harmless from any claims, costs (including attorneys' fees), and liabilities that relate to such taxes and fees.

(b) Taxes Payable by Airline. Airline agrees that Supplier is not liable for any taxes and fees that Airline is legally obligated to pay, including but not limited to any taxes or surcharges based on gross receipts, revenue, income or the like, property taxes assessed on Airline's property, import or export taxes, franchise or doing business taxes, other state and local taxes normally paid by similar businesses as Airline, or contributions or assessments for its employees and subcontractors. Airline agrees to pay Supplier any sales taxes that are owed by Airline in connection with the Services and which Supplier is required by applicable Legal Requirements to collect from Airline. If Airline provides Supplier a valid exemption certificate, Supplier shall not collect the taxes covered by such certificate. If Legal Requirements require Airline to withhold taxes from payments to Supplier, Airline may withhold those taxes and pay them to the appropriate Government Authority (defined below). Upon written request by Supplier, Airline shall deliver to Supplier an official receipt for such taxes.

(c) Airport Fees Payable by Airline. Unless otherwise agreed in a SOW, Airline shall pay to Supplier any applicable Airport fees or charges that may be lawfully imposed by an Airport authority in connection with performance of the Services (to include percentage fees based on Supplier's gross revenues from such Services), provided that Supplier promptly includes any such taxes or fees as separate line items on its invoices to Airline, at cost and without markup.

(d) Disputed Taxes and Fees. If requested by Airline in writing, Supplier shall not pay any tax or fee assessed which is the responsibility of Airline under this Agreement except under protest, and if payment is made, Supplier shall use its best efforts to obtain a refund thereof, or at Airline's request, permit Airline to protest such tax or fee in Supplier's name. If all or any part of such tax or fee is refunded, Supplier shall repay to Airline so much thereof as Airline would have paid, including any and all interest paid thereon. Airline shall pay to Supplier, within thirty (30) calendar days of a written request, Airline's proportionate share of all out-of-pocket expenses incurred by Supplier in protesting payment of any such tax or fee and in endeavoring to obtain such refund at Airline's request, provided that such expenses are reasonable and agreed to by Airline in advance. If Airline paid the expenses and the refund applies to customers of Supplier other than Airline, then Supplier shall make certain that Airline receives a reimbursement for a proportionate share of such costs.

5.7 Set-Off. Any amounts payable by one Party to the other Party under this Agreement may, at Airline's election, be set-off in whole or in part against any amounts payable by the other Party. Any such setoff shall be without prejudice to any claims of Airline based on any loss, damage, or expense not reflected in such set-off.

5.8 Disputed Amounts. Airline reserves the right to withhold payment of any invoiced amount which is disputed in good faith by Airline. In such event, Airline shall provide a reasonably detailed explanation of its basis for withholding such amounts, and the Parties shall use commercially reasonable efforts to resolve the same through negotiations. Any withholding of disputed amounts under this Section will not be deemed a breach of this Agreement by Airline.

5.9 Supplier Wages and Benefits. The Parties acknowledge that the Charges specified in each SOW (a) include an amount attributable to the cost of health care coverage provided by Supplier to its personnel whom Supplier employs in connection with the performance of Services, and (b) include an amount attributable to the cost of wages and benefits provided by Supplier to such employees. Notwithstanding the foregoing, such personnel are employees of Supplier and not of Airline, and it shall be Supplier's sole responsibility to determine the wages and benefits provided to such employees.

6. Term and Termination.

6.1 Term. The term of this Agreement (the “*Term*”) shall commence upon the Effective Date and continue in effect for so long as any SOW remains in effect. Each SOW shall provide for an initial fixed term (the “*Initial SOW Term*”) to commence upon its SOW Commencement Date and expire upon its Initial SOW Term Expiration Date. Thereafter, that SOW shall continue in effect unless and until terminated by either Party in accordance with Section 6.2 of this Agreement.

6.2 Termination.

(a) Material Breach. In the event that either Party materially breaches any term of this Agreement or the applicable SOW (including any failure by Airline to pay undisputed amounts due under this Agreement), the other Party may give the breaching Party written notice specifying such breach. If the breach continues for thirty (30) calendar days after receipt of the notice or, if the breach is cured but the breaching Party subsequently commits a substantially similar breach at any time during the Term, then the non-breaching Party may, at its option, terminate (a) this Agreement in its entirety, or (b) the SOW for the particular Airport at which such breach occurred. In either case, the non-breaching Party must give ten (10) calendar days’ written notice to the breaching Party of such termination.

(b) Performance Failures. In the event that Supplier fails to perform any Services in accordance with the requirements of this Agreement or the applicable SOW, or Airline is otherwise dissatisfied with Supplier’s performance, Airline may give Supplier written notice specifying the areas of deficient performance. An appropriate representative of Supplier shall then meet with Airline’s representative within seven (7) calendar days of receipt of such notice and present a plan to address such deficiencies. If the Parties do not mutually agree on such a plan, or such deficiencies continue without material improvement (as determined by Airline in its reasonable discretion) for thirty (30) calendar days after Airline’s initial written notice, then Airline may terminate the applicable SOW, or Airline may provide Supplier with an additional written notice specifying areas of continued deficiency.

(c) Safety Breaches. In the event that Supplier causes or materially contributes to a safety-related incident that (i) is classified as a “Risk Level 2” or higher under Airline’s Safety Management System (SMS) Risk Matrix (or similar level of risk severity under any successor safety system, as amended from time to time); (ii) involves fraud or dishonesty, failure to promptly report, or other mismanagement on the part of Supplier; or (iii) evinces a pattern of systemic safety-related issues, in each case as determined by Airline in its reasonable discretion, Airline may, at its option, terminate (x) this Agreement in its entirety or (y) the SOW for the particular Airport at which such incident occurred, in either case upon thirty (30) calendar days’ written notice to Supplier. Supplier acknowledges that it has received a copy of the Risk Matrix, which is subject to revision from time to time by Airline in its sole discretion. Exercise by Airline of its rights under this Section 6.2(c) shall not limit Airline’s other remedies under this Agreement.

(d) Insolvency. In the event that either Party (i) makes a general assignment for the benefit of its creditors or admits in writing its inability to meet its debts as they mature; (ii) files a petition in bankruptcy or commences voluntary dissolution; (iii) files a proceeding, petition, or answer seeking or consenting to its organization or the readjustment of its indebtedness under any present or future federal bankruptcy law or other federal, foreign, or state law of similar nature, or the appointment of a receiver, trustee, or liquidator of all or substantially all of its property; or (iv) in the event, under circumstances not covered by the foregoing provisions, a judgment, decree, or order shall be entered by a court of competent jurisdiction determining that proceedings for reorganization, arrangement, adjustment, composition, liquidation, dissolution, or winding up or any similar relief under any present or future federal, foreign, or state law of similar nature have been instituted against such Party, or appointing a receiver, trustee, or liquidator of all or

substantially all of its property, and such judgment decree or order shall remain unstayed and in effect for sixty (60) calendar days, then the other Party may terminate this Agreement in its entirety upon ten (10) calendar days' written notice to such Party. This Section 6.2(d) shall survive any stay imposed by law and any exercise by a Party of its rights hereunder shall not operate to limit its other remedies under this Agreement.

(e) Cessation of Airline Service at an Airport. In the event that Airline ceases providing passenger airline services at a particular Airport or Airports, Airline may terminate the SOW(s) for such Airport(s) upon thirty (30) calendar days' written notice to Supplier.

(f) Insourcing and Affiliates. In the event that Airline elects, at a particular Airport or Airports, to (i) provide some or all of the Services for itself using its own employees (commonly known as "insourcing"), or (ii) contract with an Affiliate for provision of some or all of the Services, Airline may terminate the SOW(s) for such Airport(s) upon thirty (30) calendar days' written notice to Supplier.

(g) For Convenience. At any time after expiration of an Initial SOW Term (but not during the Initial SOW Term), either Airline or Supplier shall have the right to terminate the applicable SOW upon no less than sixty (60) calendar days' written notice to the other Party, or such other period of advanced notice as may be expressly set forth in the applicable SOW.

(h) Close-Out. Supplier shall be paid for the portion of the work satisfactorily performed by it up to the date of termination as specified in a notice. Supplier shall promptly submit its request for final payment, together with all detailed supporting documentation. If Supplier has any property in its possession belonging to Airline, Supplier shall account for the same and dispose of it in the manner Airline directs. All final payment requests may be subject to cost or price analysis to determine the reasonableness and compliance with the Agreement, SOW, and applicable Legal Requirements.

6.3 Transition of Services.

(a) It is vitally important that Supplier commence full performance of this Agreement and any applicable SOW on the SOW Commencement Date. If Supplier fails to perform any Services or comply with all of the requirements of this Agreement and any applicable SOW beginning on the SOW Commencement Date, Airline shall be entitled to reimbursement for all costs it incurs to ensure that the Services are performed. Any such amount may be offset against any amounts owed to Supplier.

(b) In the event of the expiration or termination of this Agreement or any applicable SOW, Supplier shall continue to perform all Services and comply with all requirements of this Agreement and any applicable SOW until the formal termination date. If Supplier fails to perform any such Services or comply with all of the requirements of this Agreement and any applicable SOW, Airline shall be entitled to reimbursement for all costs it incurs to ensure that the Services are performed up and until the formal termination date. Any such amount may be offset against any amounts owed to Supplier.

(c) Supplier shall cooperate with Airline and will take all steps necessary to ensure that there is a smooth transition of all Services without any interruption of or adverse impact to the Services provided to Airline.

6.4 Remedies Cumulative. Any and all rights and remedies available under this Agreement shall be cumulative and in addition to any and all other rights and remedies which each Party has or may have under any other provision of this Agreement, at law, or in equity.

7. Compliance Obligations.

7.1 Compliance with Legal Requirements. Supplier shall (a) secure and maintain at all times during the Term any and all applicable permits, authorizations, consents, approvals, licenses, tests, and inspections required by Governmental Authorities for the proper performance of the Services, and (b) comply, and cause each of its employees, subcontractors, and agents to comply, with all laws, statutes, ordinances, rules, regulations, and orders of Governmental Authorities as are applicable to the performance of the Services (collectively, “**Legal Requirements**”). Without limiting the generality of the foregoing, Supplier shall be familiar with and ensure compliance with all requirements of 14 CFR Part 382 (see the Air Carrier Access Act of 1986, as amended, and 14 CFR Part 382.15), including but not limited to, implementing directives issued by Airline’s CROs under 14 CFR 382.151 through 382.153. In addition, Supplier shall, in connection with the performance of its obligations under this Agreement, comply with all Legal Requirements relating to privacy, data security, communications secrecy, security breach notification, and the processing of personal data, such as and to the extent applicable, the General Data Protection Regulation (Regulation (EU) 2016/679) (“**GDPR**”) (collectively, “**Data Protection laws**”).

7.2 Compliance with Airline Requirements. Supplier shall advise all personnel who perform Services of the terms of this Agreement and the applicable SOW and ensure each person’s compliance with such terms. Supplier shall comply, and cause each of its employees, subcontractors, and agents to comply, with all provisions of the latest version of the following documents, or any successor document: (a) Airline’s Supplier Code of Conduct; (b) Airline’s Customer Services Manual (if applicable to the Services); (c) all other applicable division or department manuals and reasonable rules, regulations, procedures, and work requirements of Airline that are brought to Supplier’s attention; and (d) the reasonable directions and instructions given by Airline’s authorized representatives with respect to the Services, in each case as may be modified by Airline from time to time. Supplier shall cooperate with and provide all necessary assistance to Airline in order to ensure compliance with this Section 7.2, including during any investigations regarding complaints received by Supplier’s personnel under the Supplier Code of Conduct. Airline shall provide Supplier with relevant compliance documents or the location of compliance documents after the Effective Date.

7.3 Compliance with Employment-Related Laws. Supplier shall at its own cost comply with all employment-related Legal Requirements, including but not limited to wage and hour laws, equal employment opportunity laws, occupational safety and health laws, employment standards laws, workers’ compensation laws, unemployment insurance laws, labor laws, retirement benefits laws, employee benefits laws, and leave laws. Supplier represents and warrants that it offers minimum essential coverage that is affordable and minimum value, in accordance with the Internal Revenue Code and regulations thereunder, to (a) all of its employees, to the extent required by law, whom Supplier employs in connection with Supplier’s performance of Services under this Agreement; and (b) to their dependent children through the end of the month in which the child attains age 26. Supplier shall offer such coverage and shall also ensure that any subcontractors it uses offers such coverage to their employees and dependent children regardless of whether Supplier or subcontractor treats any individual as its full-time employee within the meaning of Treasury Regulations Section 54.4980H-1(a) (21). Supplier shall also ensure that it and any subcontractors it uses satisfy the reporting requirements under the Internal Revenue Code for each of its employees (including, without limitation, Sections 6055 and 6056).

7.4 Background Check & Badging Requirements. Supplier shall complete any and all security background checks on its personnel that may be required by Airline or Government Authorities at Supplier’s expense. “**Government Authorities**” means federal, state, city, county, regional, and other governmental authorities having jurisdiction, including but not limited to the applicable Airport authority, the Federal Aviation Administration (“**FAA**”), and the Transportation Security Administration (“**TSA**”). Supplier shall ensure that Supplier’s personnel who are required to maintain a SIDA badge to perform Services have been cleared in accordance with 49 C.F.R. Parts 1542 and 1544 (and related Airport and Air Carrier security programs and directives), possess a current SIDA badge, and do not appear on the TSA No-Fly or Selectee lists. Any personnel who has been disqualified or would be disqualified from

maintaining or receiving a SIDA badge, or who appear on the TSA No-Fly or Selectee Lists, shall not perform Services. Airline shall have the right to immediately terminate any SOW if there is a material violation of any Legal Requirements or rules relating to SIDA badges at an Airport. Supplier shall ensure that Supplier's personnel who operate motor vehicles in connection with the Services maintain a valid, unrestricted state driver's license.

7.5 Drug & Alcohol Testing. Supplier shall comply with the requirements of 49 C.F.R Part 40 and all other applicable Legal Requirements with respect to personnel performing "safety-sensitive duties," as defined by the Department of Transportation ("**DOT**") or FAA, including but not limited to ensuring that such personnel are covered by a compliant drug and alcohol testing program. Further, regardless of whether or not Supplier's personnel are otherwise covered by any such DOT or FAA required drug testing program, Supplier shall establish and maintain a drug and alcohol policy that complies with the requirements of Airline's Drug and Alcohol Policy, or any successor policy, as amended from time to time.

7.6 Federal Contracting and Subcontractor Requirements. Unless exempt, Supplier and its subcontractors shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a), and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, and national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment qualified individuals without regard to race, color, religion, sex, sexual orientation, gender identification, national origin, protected veteran status, or disability. If applicable, Supplier and any of its subcontractors shall also abide by the requirements of 41 CFR § 61-300.10 regarding veterans' employment reports and 29 CFR Part 471, Appendix A to Subpart A regarding posting a notice of employee rights.

7.7 Compliance with U.S. Foreign Corrupt Practices Act. Supplier understands and shall comply with the provisions of all applicable Legal Requirements governing anti-corruption, including but not limited to the U.S. Foreign Corrupt Practices Act of 1977, as amended, in performing this Agreement and any other agreement or understanding between the Parties. Supplier warrants and represents that it and its officers, directors, stockholders, employees, and agents have not and shall not pay, offer, or promise to pay, or authorize the payment, directly or indirectly, of money or anything of value to (a) any government, official, agent, employee of any government department or agency, whether or not acting in an official capacity; (b) any political party or official thereof or any candidate for political office; or (c) any person knowing that all or any portion of such money or thing of value will be given or promised, directly or indirectly, to persons described in (a) or (b), for any purposes prohibited by such applicable Legal Requirements, in order to obtain or retain business with, or directing business to, Airline or to any person or entity.

7.8 USPS Mail Requirements. Supplier acknowledges that Airline is a party to one or more contracts with the United States Postal Service related to transportation of U.S. mail by Airline and that under such contracts, Airline is obligated to incorporate certain personnel screening requirements into its contracts with ground handling service providers. Those screening requirements are set forth in the USPS CAIR Employee Screening Requirements (the "**USPS Requirements**"), a copy of which is available upon request by Supplier. If Supplier will perform ramp handling Services under a SOW that includes handling U.S. mail, Supplier and Airline agree that the USPS Requirements are hereby incorporated by reference into that SOW.

7.9 Compliance with Environmental Requirements.

(a) Supplier shall comply with all Legal Requirements relating to land and property use, air, soil, surface water, storm water, groundwater (including but not limited to the protection, cleanup, removal, remediation, or damage thereof), human health and safety or any other environmental matter, hazardous or toxic substances, materials or wastes, pollutants, or

contaminants (collectively “**Environmental Requirements**”). Without limiting the generality of the foregoing, Supplier shall comply with all Environmental Requirements governing discharges to land and water, including but not limited to compliance with the applicable terms and conditions of any National and State Pollutant Discharge Elimination System permits, General Stormwater permits, site-specific Stormwater Pollution Prevention Plans, site-specific Facility Response Plans, and Spill Prevention Control and Countermeasure Plans applicable to Supplier, Airline, or the Airport.

(b) Supplier shall not cause or permit any hazardous substance to be brought onto Airline’s facilities at an Airport without the prior approval of Airline. Supplier shall conduct all Services required under this Agreement in a reasonably prudent manner taking all reasonable precautions to avoid environmental impacts, including but not limited to spills, leaks, releases, or unpermitted disposal of hazardous substances. Supplier shall be solely responsible for proper management and disposal of any hazardous waste generated during its performance of the Services. Supplier shall not discharge or dispose of any hazardous substances, on or off-site, regardless of quantity, matrix, or concentration, into or out of the Airport fuel system or associated or Airport storm water and or sanitary sewer systems and plumbing facilities, except in accordance with applicable Environmental Requirements and Airline and Airport rules and regulations.

(c) In the event of a spill or other release of any solvent, oil, fuel, or other hazardous substance that occurs in connection with the performance of the Services, Supplier shall promptly take all actions necessary to clean up and remediate the same and properly manage any resulting hazardous waste. Unless any such spill is primarily attributable to the negligence or willful misconduct of Airline, Supplier shall bear all costs for such clean-up and remediation, and indemnify, defend, and hold Airline harmless from any related Claims (defined below), including but not limited to fines imposed by any Government Authority. If such spill is reportable to any Government Authority (excluding any *de Minimis* spill which is definitively not required to be reported), Supplier shall provide Airline with a written report that covers the facts and explains the nature of the clean-up undertaken and provide all legally required notices and file all required forms relating to any such spill.

8. Independent Contractor Classification. The Parties do not intend to create a partnership, joint venture, or employment relationship and nothing contained in this Agreement shall be deemed or construed by the Parties or by any third person or entity to create the relationship of partnership, joint venture, employment, or joint employer. Supplier represents and warrants that it has properly classified its personnel performing Services as employees or independent contractors in accordance with applicable Legal Requirements. To the extent Supplier utilizes employees, Supplier represents and warrants that it is an independent company (not a temporary personnel agency) and the sole employer of its employees with exclusive control and complete responsibility for hiring, firing, disciplining, setting pay and benefits (including the method of payment), assigning and directing work, supervising, preparing payrolls, paying wages, training, and otherwise setting the employment conditions and managing the employment relationship with respect to it and its employees whom Supplier employs in connection with Supplier’s performance of Services under this Agreement. Supplier represents and warrants that no other person, business, or entity, including Airline, has an employment relationship with Supplier or Supplier’s employees. During the Term, Supplier may perform similar or other services for other persons or firms unrelated to Airline and, except as expressly specified in a SOW, shall not be required to devote its full time or the full time of any particular personnel to performance of the Services. At all times, Supplier shall be deemed an independent contractor with respect to Supplier’s rights and obligations under this Agreement.

9. Data Security Provisions.

9.1 Access to Systems. Supplier shall protect all information that Airline provides or otherwise makes accessible to Supplier, including but not limited to all uploads, if any, in its usage of the

Services or otherwise in connection with this Agreement (“*Airline Data*”), no matter where such Airline Data resides. Access to Airline’s computer systems, networks, infrastructure, equipment, facilities, and other information technology resources owned or operated by Airline (the “*Assets/Systems*”), if any, is granted solely to facilitate the provision of the Services and is limited to those specific Assets/Systems, time periods, and personnel designated by Supplier and agreed to by Airline and Supplier in writing. Use of any other Assets/Systems is expressly prohibited. This prohibition applies even when Assets/Systems that Supplier is authorized to access serve as a gateway to other Assets/Systems outside the scope of Supplier’s authorization. Use of Assets/Systems during other time periods or by individuals not authorized by Airline is expressly prohibited. Supplier warrants that it has in place and shall maintain adequate security measures to comply with the above obligations and to ensure that access granted under this Agreement will not impair the integrity and availability of Airline’s Assets/Systems and Airline Data. Upon reasonable notice, Airline may audit Supplier to verify Supplier’s compliance with these obligations.

9.2 Airline Personal Data.

(a) “*Airline Personal Data*” includes (i) information relating to an identified or identifiable individual (“*Personal Data*”) obtained by Supplier from Airline, (ii) Personal Data (from whatever source) being Processed (defined below) by Supplier for or on behalf of Airline, and (iii) Personal Data (from whatever source) pertaining to Airline personnel. The Statement of Work provides background on the subject matter, nature, and purpose of the Processing, and additional details.

(b) In the event that Supplier accesses or otherwise Processes any Airline Personal Data during its performance of this Agreement, Supplier acknowledges that the Airline is the data controller and Supplier is a data processor, and Supplier shall comply with the following obligations regarding Airline Personal Data: (i) Supplier shall view and Process Airline Personal Data only to the extent necessary to perform this Agreement or upon Airline’s written instructions; (ii) Supplier shall undertake to keep Airline Personal Data confidential and agrees to not disclose Airline Personal Data to third parties without having first received express written approval from Airline; (iii) Supplier shall provide reasonable assistance to Airline so that Airline can fulfil its obligation to honor requests by individuals (or their representatives) to exercise their rights under the GDPR and other applicable Data Protection Laws (such as rights to access their Personal Data), and (iv) Supplier and Supplier’s personnel shall Process Airline Personal Data only on a need-to-know basis, regarding the performance of this Agreement and any SOW issued pursuant to this Agreement. Supplier shall implement technical and organizational measures to ensure the security and confidentiality of Airline Personal Data in order to prevent, among other things, (A) accidental, unauthorized, or unlawful destruction, alteration, modification, or loss of Airline Personal Data; (B) accidental, unauthorized, or unlawful disclosure or access to Airline Personal Data; and (C) unlawful forms of Processing. Supplier shall promptly inform Airline if, in Supplier’s opinion, an instruction from Airline regarding Personal Data infringes applicable Data Protection Laws. “*Processing*” of Personal Data shall mean and include any operation or set of operations which is performed upon Personal Data, whether or not by automatic means, such as collection, recording, accessing, retrieval, use, organization, storage, adaptation or alteration, consultation, disclosure by transmission, dissemination or otherwise making available, alignment or combination, blocking, erasure, or destruction.

(c) Supplier will provide reasonable assistance to Airline in ensuring Airline’s compliance with the security obligations of applicable Data Protection Laws, as relevant to Supplier’s role in Processing the Airline Personal Data. The security measures taken by Supplier shall be in compliance with all applicable data protection regulations and shall be commensurate with the risks represented by the Processing and the nature of Airline Personal Data to be Processed, taking into consideration the state-of-the-art security measures available to protect such data and the implementation costs of such measures. Supplier shall implement all measures necessary to ensure compliance by Supplier’s personnel with the obligations relating to Airline Personal Data.

As a condition of having access to Airline Personal Data, Supplier shall ensure that the persons or entity Supplier authorizes to Process Airline Personal Data are subject to a written confidentiality agreement covering such data. Supplier shall comply with all applicable Legal Requirements relating to Personal Data protection. Failure by Supplier to comply with any obligations relating to Airline Personal Data or Personal Data set forth in this Agreement is considered a material breach of this Agreement. Airline may conduct at any time, subject to a prior written notice to Supplier, an on-site verification of Supplier's compliance with obligations relating to Airline Personal Data, even after the termination of this Agreement. Supplier shall provide access to all applicable facilities, equipment, and records in order to conduct such verification. Upon termination of this Agreement, for whatever reason, Supplier shall stop any Processing of Airline Personal Data and shall return to Airline any copy and reproduction thereof. These obligations regarding Airline Personal Data shall remain in full force even after termination of this Agreement for whatever reason.

(d) Supplier will comply with the security breach-related obligations directly applicable to it under the GDPR and other Data Protection Laws. Supplier shall provide reasonable assistance to Airline in its compliance with data privacy and security obligations applicable to Airline. Without limiting the foregoing, Supplier shall: (i) within 48 hours of determining that a security breach likely occurred, inform Airline of the security breach by emailing ITS.Security.Risk@alaskaair.com (the "**Breach Notification Contact Point**"); (ii) within such time period, and without undue delay as the information becomes available after that (and in any event at least once each day that there is new material information), inform Airline (via the Breach Notification Contact Point) of the nature of the security breach, including, where possible, the categories and approximate number of data subjects concerned and the categories and approximate number of Personal Data records concerned, the likely consequences of the security breach, and measures taken or proposed to be taken by Supplier to address the security breach, including, where appropriate, measures to mitigate its possible adverse effects; (iii) promptly provide Airline with other information and records sufficient to document Airline's and Supplier's compliance with the security breach-related requirements of applicable Data Protection Laws; and (iv) provide reasonable assistance to, and cooperation with, Airline to take measures that in Airline's reasonable determination reduce the risk to individuals whose Personal Data was involved, or otherwise help Airline qualify for an exemption from a legal requirement to notify an individual or a supervisory authority of the security breach.

(e) Supplier may subcontract the Processing of Airline Personal Data or access to Airline Assets/Systems only in compliance with applicable Data Protection Laws, any conditions for subcontracting set forth in this Agreement, and the following: (i) prior to the Subprocessor's Processing of Airline Personal Data or receipt of access (or access credentials) to Airline Assets/Systems, Supplier will impose contractual obligations on the Subprocessor that are at least as protective as those imposed on Supplier under this Agreement; (ii) upon request, Supplier shall promptly provide a current list of Subprocessors for the Services; and (iii) if Airline objects to a Subprocessor due to a reasonable belief that the Subprocessor cannot provide the level of protection required under this Agreement, Supplier will either (A) promptly provide Airline with records or information that provide reasonable assurance that the Subprocessor will provide such level of protection, or (B) promptly notify Airline of any available alternatives to change the services or receive the services from an alternate Subprocessor. If Supplier cannot comply with either (A) or (B) in a manner reasonably acceptable to Airline, Airline may terminate this Agreement and any associated SOW for the Services involving the Subprocessor and receive a prorated refund for the remaining unused period. This is without prejudice to any other rights or remedies that Airline may have by reason of any breach of this Agreement. Supplier remains responsible for its Subprocessors and liable for their acts and omissions as it does for its own acts and omissions. "**Subprocessor**" means any Supplier affiliate or subcontractor Processing Alaska Data or accessing Alaska Assets/Systems for Supplier.

(f) Supplier will provide at least the same level of protection for the Personal Data as is required under the EU-U.S. and Swiss-U.S. Privacy Shield, though this Agreement does not require Supplier to join Privacy Shield. If Supplier determines that it can no longer provide this level of protection, Supplier will promptly notify Airline of this determination.

9.3 Cardholder Data. If Supplier handles, maintains, processes, or is otherwise responsible for credit, debit or other cardholder payment information (“*Cardholder Data*”), Supplier shall comply with the most current Payment Card Industry (“*PCI*”) Standard in connection with the processing of Cardholder Data, including, but not limited to: (a) creating and maintaining a secure network to protect Cardholder Data; (b) using all technical and procedural measures reasonably necessary to protect Cardholder Data it maintains or controls; (c) creating and implementing security measures to limit access to Cardholder Data; (d) monitoring access to Cardholder Data it maintains or controls; and (e) creating and implementing an information security policy that assures employee compliance with the foregoing. Supplier may provide Cardholder Data to third parties provided that Supplier remains liable for ensuring compliance with the then-current PCI Data Security Standard (“*DSS*”) requirements and monitoring the PCI DSS compliance of all associated third parties. Supplier agrees to handle all point of sale (“*POS*”) machines in accordance with the Point-of-Sale Anti-Tamper Inspection Procedure terms found at www.alaskaair.com/suppliers.

9.4 Survival. The provisions of this Section 9 shall survive termination or expiration of this Agreement.

10. Confidential Information.

10.1 Mutual Confidentiality Obligations.

(a) “*Confidential Information*” shall mean all information designated by Airline or Supplier as confidential or otherwise disclosed under circumstances in which the receiving Party knows or should reasonably know such information to be considered confidential by the disclosing Party, including but not limited to all information or data concerning or related to Airline’s products (including but not limited to the discovery, invention, research, improvement, development, manufacture, or sale of Airline’s products), processes, or general business operations (including but not limited to sales, costs, profits, pricing methods, organization, and employee lists), and any information obtained through access to any Airline assets or systems, which, if not otherwise described above, is of such a nature that a reasonable person would believe it to be confidential or proprietary. Without limiting the generality of the foregoing definition, any specifications for the Services as set forth herein or otherwise provided by Airline shall be deemed the Confidential Information of Airline.

(b) Each Party agrees, with respect to the Confidential Information disclosed to it by the other Party, as follows: (i) to use the Confidential Information only for the purposes described in this Agreement; (ii) to not reproduce the Confidential Information and hold in confidence and protect such Confidential Information from dissemination to, and use by, any third party, except as otherwise permitted herein; (iii) to not create any derivative work from such Confidential Information; (iv) to permit access to such Confidential Information only to such of its personnel, agents, or contractors, if any, who have a need to access such Confidential Information to perform such Party’s obligations hereunder and who have been advised of, and have agreed in writing to treat such information in accordance with, the terms of this Agreement; and (v) to return or destroy all Confidential Information in its possession upon termination or expiration of this Agreement. Each Party shall take all reasonable precautions necessary to safeguard the confidentiality of the other Party’s Confidential Information including, at a minimum, those precautions taken by a Party to protect its own Confidential Information, which will in no event be less than a reasonable degree of care. Supplier shall notify Airline promptly – and in all cases within twelve (12) hours of Supplier becoming aware – of any breach of this Agreement or loss or probable (in Supplier’s

reasonable discretion) unauthorized disclosure of Airline's Confidential Information of which Supplier becomes aware and shall cooperate fully with Airline to protect Airline's Confidential Information and related rights. If requested by Airline, each employee or subcontractor of Supplier performing Services shall be required to sign Airline's standard non-disclosure/inventions agreement as well as any other reasonably requested documents related to the Services.

10.2 Confidentiality Exceptions. Notwithstanding the foregoing, the provisions of Section 10.1 shall not apply to Confidential Information that (a) is publicly available or in the public domain at the time disclosed, without breach of any confidentiality obligation; (b) is or becomes publicly available or enters the public domain, without breach of any confidentiality obligation; (c) is rightfully communicated to the recipient by persons not bound by confidentiality obligations; (d) is already in the recipient's possession free of any confidentiality obligations at the time of disclosure; (e) is independently developed by the recipient, without breach of any confidentiality obligation; or (f) is approved for release or disclosure by the disclosing Party without restriction. Notwithstanding anything in this Agreement to the contrary, either Party may disclose Confidential Information in response to an order of a court or other governmental body or if otherwise required by Legal Requirements to be disclosed, provided that the Party making the disclosure pursuant to the order shall first have given notice to the other Party and made a reasonable effort to obtain a protective order.

10.3 Publicity. Except as may be required by Legal Requirements, Supplier agrees not to publicize or disclose the terms of this Agreement or any relationship with Airline without the prior written consent of Airline.

10.4 Survival; Obligations upon Termination. The obligations of the Parties under this Article 10 shall continue for three (3) years after the expiration or earlier termination of this Agreement. Upon any termination or expiration of this Agreement, each Party shall (a) immediately discontinue any use of the other Party's Confidential Information; (b) delete any copies of the other Party's Confidential Information from such Party's computer storage and any other of such Party's media, including but not limited to online and off-line libraries; and (c) return to the other Party or, at such other Party's option, destroy, any of such other Party's Confidential Information remaining in tangible form.

11. Indemnification.

11.1 Indemnification by Supplier. Supplier agrees to defend (with counsel designated by Airline), hold harmless, and indemnify Airline and its directors, officers, employees, and agents (the "*Airline Parties*"), from and against any and all claims, damages, losses, suits, actions, demands, proceedings, expenses, costs, and liabilities of any kind (including but not limited to investigation costs and expenses, government fines, and reasonable attorneys' fees incurred and/or those necessary to successfully establish the right to indemnification) (collectively, "*Claims*"), arising out of Supplier's performance of Services under this Agreement, including but not limited to (a) any injury or death of any person (including employees, subcontractors, and other personnel of Supplier); (b) any Claim brought against Airline by or on behalf of one or more of Supplier's employees, subcontractors, or other personnel; (c) any claim by a government agency or third party alleging that Airline or Airline Parties is a joint, controlling, or other employer of Supplier's employees, subcontractors, or personnel; (d) any damage to, destruction of, or loss of property, including but not limited to the baggage of Airline's customers; (e) any claim by a regulatory agency or by Supplier's employees, subcontractors, or other personnel that is attributable to or caused in whole or in part by Supplier's failure to comply with federal, state, or local laws, ordinances, or regulations; (f) any payments assessed under Internal Revenue Code Section 4980H and regulations thereunder relating to Supplier's employees, subcontractors, or other personnel, or any payments due as a result of Supplier's or its subcontractor's health plan failing to comply with the Patient Protection and Affordable Care Act and regulations thereunder; or (g) any other action or inaction arising out of Supplier's breach of any representation, warranty, or obligation under this Agreement, or caused by the acts, omissions, negligence, or willful misconduct of Supplier or its officers, agents, employees, subcontractors, or other personnel; provided that, except for matters relating to subsection (f) of this section, in the case of negligence by both

the Supplier and Airline or Airline Parties, the foregoing indemnification shall only apply to any such claims or liability proportionately to the extent it does not result from the negligence or willful misconduct of Airline or Airline Parties. If any action is brought against Airline or an Airline Party in which indemnity is sought from Supplier, Airline or Airline Party shall (i) provide Supplier reasonably prompt notice of any such Claim, (ii) permit Supplier to answer and defend such Claim, and (iii) provide Supplier information and reasonable assistance at Supplier's expense.

Supplier shall use commercially reasonable efforts to protect the safety of Airline's passengers and aircraft. The Parties agree that any occurrence of damage to Airline's passengers or aircraft will be investigated by and responsibility for such damage allocated as determined by Airline and all results will be shared with Supplier, as appropriate. Damage or loss to aircraft resulting from Supplier's negligence or willful misconduct shall be paid by Supplier in accordance with the indemnities provided herein. Supplier shall comply with any action that is required by Airline to maintain the safety of Airline's passengers, employees, and aircraft, including the removal of Supplier's personnel from duty for investigation or drug testing.

Solely for the purpose of effectuating this indemnity, Supplier specifically and expressly waives any immunity that may be granted it under any workers' compensation laws or industrial insurance act. The indemnification obligation under this Agreement shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable to or for any third party under workers' compensation acts, disability benefit acts, or other employee benefits acts. This indemnity specifically applies in the case of injuries to Supplier's own employees and entitles Airline to seek indemnity from Supplier if Supplier's employees sue Airline for injuries incurred while performing services pursuant to this Agreement.

11.2 Indemnification by Airline. Airline agrees to indemnify, defend, and hold Supplier harmless from and against any and all Claims to the extent that such Claims are caused by the gross negligence or willful misconduct of Airline's officers, agents, employees, or subcontractors (excluding Supplier and its employees, agents, subcontractors, and other personnel), provided that, in the case of negligence or misconduct by both Supplier and Airline or Airline Parties, the foregoing indemnification shall only apply to any such claims or liability proportionately to the extent it does not result from the negligence or misconduct of Supplier.

11.3 Settlement and Participation. Notwithstanding the foregoing, in no event shall Supplier settle any Claim under this Agreement unless such settlement completely and forever releases Airline from any and all liability with respect to such Claim or unless Airline provides its prior, written consent to such settlement. Without limiting the foregoing, Airline shall be permitted, at its own expense, to participate in the defense of any Claim under this Agreement by counsel of its own choice.

11.4 Survival. The provisions of this Article 11 shall survive termination or expiration of this Agreement.

12. Limitation of Liability.

12.1 Disclaimer. EXCEPT WITH RESPECT TO A PARTY'S INDEMNIFICATION OBLIGATIONS PURSUANT TO ARTICLE 11 OF THIS AGREEMENT OR WITH RESPECT TO A PARTY'S BREACH OF DATA SECURITY OR CONFIDENTIALITY OBLIGATIONS IN ARTICLES 9 AND 10 OF THIS AGREEMENT, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, REGARDLESS OF THE NATURE OF THE CLAIM, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

12.2 NOTWITHSTANDING THE FOREGOING, IN THE EVENT THAT ANY FLIGHT OPERATED BY AIRLINE, ITS CPA PARTNERS, OR AFFILIATES IS DELAYED OR CANCELLED AS A RESULT OF SUPPLIER'S NEGLIGENCE, INTENTIONAL MISCONDUCT, OR BREACH OF THIS AGREEMENT, AIRLINE MAY ELECT TO RECOVER FROM SUPPLIER THE ACTUAL COSTS ASSOCIATED WITH RECOVERING SUCH AFFECTED FLIGHT, INCLUDING BUT NOT LIMITED TO (A) FERRY FLIGHTS, INCLUDING COSTS OF FUEL, GROUND HANDLING, LANDING FEES, AND PILOT AND FLIGHT ATTENDANT TIME); AND (B) CUSTOMER ACCOMMODATIONS WHICH MAY NORMALLY BE INCURRED AS A RESULT OF SUCH DELAY OR CANCELLATION, INCLUDING COSTS OF HOTEL STAYS, GROUND TRANSPORTATION, MEALS, VOUCHERS, AND RESERVATIONS FOR AFFECTED CUSTOMERS ON FLIGHTS OPERATED BY AIRLINE OR ON OTHER AIRLINES.

12.3 Essential Basis of the Bargain. The Parties acknowledge and agree that the disclaimers, exclusions, and limitations of liability set forth in this Article 12 form an essential basis of this Agreement and that, absent any of such disclaimers, exclusions, or limitations of liability, the terms of this Agreement, including but not limited to the economic terms, would be substantially different.

12.4 Survival. The provisions of this Article 12 shall survive termination or expiration of this Agreement.

13. Insurance Requirements.

13.1 Supplier shall at all times maintain insurance of such nature and in such amounts as would be maintained by a prudent and profitable business operating in Supplier's industry, which in no event shall be less comprehensive than is customary in the industry. Unless otherwise expressly specified in a SOW, Supplier, at its sole cost and expense, shall procure and maintain during the term of this Agreement with insurers of recognized financial responsibility (and Supplier shall require that all affiliates and subcontractors that provide Services under the Agreement shall maintain at their sole cost), the following insurance coverages with limits provided by any combination of primary and excess/umbrella coverage and deductibles/self-insured retentions reasonably approved by Airline written on an "occurrence basis":

(a) Commercial General Liability (CGL) or Aviation Liability, including but not limited to, premises, products and completed operations, contractual liability, and personal injury coverage, covering all Services performed by Supplier under this Agreement. Such coverage shall be in an amount of at least USD \$100,000,000 for each occurrence and in the aggregate as applicable, with no exclusions for aircraft damage or loss;

(b) Business Automobile Liability insurance, including coverage for all owned, non-owned, and hired autos, and no fault coverage where applicable, with on-airport limits of at least USD \$25,000,000 per occurrence for bodily injury and property damage combined and off-airport limits of at least USD \$5,000,000 per occurrence for bodily injury and property damage combined;

(c) Workers Compensation as required by law and Employers Liability with limits at least USD \$1,000,000 or as otherwise required by law;

(d) Employee Theft/Employee Dishonesty insurance, including coverage for property belonging to Airline or its subsidiaries or Affiliates, with limits of at least USD \$1,000,000 per occurrence;

(e) Network Security and Privacy Liability/Errors and Omissions Liability coverage with limits of at least USD \$10,000,000 per occurrence and in the annual aggregate;

(f) If providing professional services, Professional Liability/Errors and Omissions Liability coverage with limits of not less than USD \$1,000,000 per occurrence, USD \$3,000,000 in the annual aggregate; and

(g) If providing on-airport de-icing or fueling services, Environmental Liability coverage with limits of at least USD \$5,000,000 per occurrence and in the annual aggregate.

13.2 All policies, unless otherwise noted, shall be endorsed to:

(a) Name Airline as additional insured, only with respect to CGL/Aviation Liability, Employee Theft/Employee Dishonesty, Network Security and Privacy Liability/Errors and Omissions, Professional Liability/Errors and Omissions and Environmental Liability;

(b) Provide that the indemnification and other liabilities assumed by Supplier hereunder are specifically insured under the contractual liability section of such policies, except with respect to Workers' Compensation and Employers Liability;

(c) Be primary without any right of contribution from any insurance carried by Airline;

(d) Waive any and all rights of subrogation each insurer may or could have against Airline;

(e) Include each insurer's agreement that Supplier's breach of any representation set forth in its policy will not invalidate the insurance as to Airline, except with respect to Workers' Compensation Employers Liability;

(f) Include each insurer's agreement that the coverage shall extend to loss or damage to aircraft, only with respect to CGL/Aviation Liability and Business Auto Liability;

(g) Provide that all of the provisions thereof, except the limits of liability, shall operate in the same manner as if there were a separate policy covering each insured; and

(h) Provide that Airline shall be given prior written notice of any cancellation or adverse material change in such policy and that such cancellation or adverse material change shall not be effective as to Airline for at least thirty (30) days after receipt of such written notice by Airline.

13.3 Supplier shall provide Airline with certificates of insurance and copies of endorsements evidencing the above coverages within five (5) business days of the execution of this Agreement and thereafter annually upon renewal of the policies via email to: insurance.certificates@alaskaair.com or to the following address:

Alaska Air Group, Inc.
Attn: Director, Risk Management SEAZA
P.O. Box 68900
Seattle, WA 98168

14. Miscellaneous.

14.1 Use of Marks. Supplier shall not use or display any trademarks, service marks, logos, trade names, taglines, or other intellectual property of Airline, including but not limited to using the name

of Airline on any co-branded uniforms or equipment, or state or imply any endorsement by Airline of any product or service of Supplier, without the prior written consent of Airline in each instance.

14.2 Force Majeure. Neither Party shall be liable or responsible to the other Party, nor be deemed to have breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from the following force majeure events (each a “*Force Majeure Event*”): acts of God, flood, fire, earthquake or explosion, war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest, government order or law, actions, embargoes or blockades in effect on or after the date of this Agreement, action by any governmental authority, or national or regional emergency. A Party impacted by any such Force Majeure Event shall give prompt notice thereof to the other Party, stating the period of time the occurrence is expected to continue. The impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause.

14.3 No Waiver. Single or partial exercise of any right, remedy, power, or privilege by a Party shall not preclude any other or further exercise of the same or any other right, remedy, power, or privilege. Failure or delay on the part of a Party to exercise any right, remedy, power, or privilege under this Agreement with respect to any occurrence shall not be construed as a waiver of such right, remedy, power, or privilege with respect to any other occurrence.

14.4 Law; Venue; Attorney Fees and Costs. This Agreement, and all questions relating to its validity, interpretation, performance, and enforcement, shall be governed by the laws of the State of Washington, without regard to its choice-of-law provisions. Venue for any disputes or actions shall be in state or federal courts of competent jurisdiction located in Seattle, Washington. In the event that any suit or action is instituted under or in relation to this Agreement or an SOW, including without limitation to enforce any provision in this Agreement or an SOW, the prevailing party in such dispute shall be entitled to recover from the losing party all fees, costs, and expenses of enforcing any right of such prevailing party under or with respect to this Agreement, including without limitation, such reasonable fees and expenses of attorneys and accountants, which shall include, without limitation, all fees, costs, and expenses of appeals.

14.5 Notices. Unless otherwise specified in the applicable SOW, any notices or communications required or permitted to be given by this Agreement or a SOW must be (a) given in writing and (b) personally delivered or mailed, by prepaid, certified mail or overnight courier, or transmitted by electronic mail transmission (including PDF), to the Party to whom such notice or communication is directed, to the mailing address or regularly-monitored electronic mail address of such Party as follows:

To Alaska: Alaska Airlines, Inc.
19300 International Blvd.
SeaTac, Washington 98188
Attention:
Telephone:
Email:

To Supplier: _____

Attention:
Telephone:
Email:

Any such notice or communication shall be deemed to have been given on (a) the day such notice or communication is personally delivered, (b) three (3) calendar days after such notice or communication is mailed by prepaid certified or registered mail, (c) one (1) business day after such notice or communication

is sent by overnight courier, or (d) the day such notice or communication is sent electronically, provided that the sender has received a confirmation of such electronic transmission. A Party may, for purposes of this Agreement, change his, her, or its address, email address, or the person to whom a notice or other communication is marked to the attention of, by giving notice of such change to the other Party pursuant to this Section.

14.6 Assignment/Transfer. Supplier may not assign (by operation or law, through a change of control, or otherwise) any of Supplier's rights or delegate any of Supplier's duties or obligations under this Agreement, or effect any transfer of a controlling interest in Supplier, without Airline's prior written permission. An assignment or transfer in violation of this provision will be null and void and shall be deemed a material breach of this Agreement by Supplier. In such case, Airline shall have the right to immediately terminate this Agreement and recover any damages or costs it incurs as a result of the breach. This Agreement shall be binding upon Supplier's successors in interest and permitted assigns.

14.7 Provisions Severable. The provisions of this Agreement are independent of and severable from each other, and no provision shall be affected or rendered invalid or unenforceable by virtue of the fact that, for any reason whatsoever, any other or others of them may be invalid or unenforceable in whole or in part.

14.8 Entire Agreement. This Agreement and all exhibits, addenda, and attachments to it that have been approved by the Parties, as well as any SOWs executed hereunder, contain the entire understanding between the Parties with respect to the subject matter of this Agreement and supersede all earlier agreements between the Parties with respect to such subject matter; provided that any statement of work connected to an earlier master agreement between the Parties that has not been amended or otherwise terminated shall remain in full force and effect but shall be subject to the terms and conditions of this Agreement. This Agreement may not be modified or amended other than by an agreement between the Parties in writing.

14.9 Injunctive Relief. A breach of any part of this Agreement may result in irreparable and continuing damage to Airline for which there may be no adequate remedy at law; the Parties are entitled to seek injunctive relief as well as other relief as may be appropriate.

14.10 No Subcontracting. Notwithstanding anything set forth to the contrary in this Agreement, except to the extent expressly permitted in a SOW, Supplier shall not subcontract for performance of any of the Services hereunder without the prior written consent of Airline, such consent to be requested by Supplier in each case with no less than sixty (60) calendar days' notice. If Airline consents to Supplier's use of subcontractors, Supplier shall be responsible for ensuring that its subcontractors comply with the terms and conditions of this Agreement and any applicable SOW, including but not limited to all insurance requirements, and that its subcontractors have the necessary training, experience, and qualifications to perform the Services. Supplier shall remain primarily liable for the completion of all Services in accordance with this Agreement and for the acts and omissions of its subcontractors in connection with performance thereof. Supplier, at the request of Airline, shall provide copies of any written agreement showing Supplier's contractual relationship with its subcontractor. Airline's consent to Supplier's use of a subcontractor does not create any contractual relationship between Airline and the subcontractor and does not create any obligation on the part of Airline to pay any sums to the subcontractor. Supplier shall indemnify and hold harmless Airline from any claim against Airline by any subcontractor and to pay all expenses, costs of litigation, and attorney fees and costs related thereto or incident to establishing the right to indemnification. Airline shall have the right to revoke its consent to the use by Supplier of any subcontractor at any time in its sole and absolute discretion.

14.11 Conflict Between Documents. In the event of a conflict between this Agreement and any related SOW, the terms of the related SOW shall control as to matters and to Services being performed under that SOW.

14.12 Headings. The headings in this Agreement are provided for convenience of reference only and shall in no way define, modify, or restrict the meaning or interpretation of the terms or provisions of this Agreement.

14.13 Counterparts/Electronic Signature. This Agreement and any SOW may be executed in two or more counterparts, each of which shall be an original, but all of which shall constitute but one and the same instrument. Each Party may deliver a counterpart signature page by facsimile or email transmission.

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of the Effective Date.

ALASKA AIRLINES, INC.
(AIRLINE)

(SUPPLIER)

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit A
DESCRIPTION OF SERVICES

In a SOW, the Parties may agree that Supplier shall provide some or all of the Services described below.

Such Services generally consist of the following categories: Passenger Services, Persons with Reduced Mobility Services, Ramp Services, Deicing, Anti-Icing, & Snow Removal Services, Aircraft Interior Cleaning Services, Cargo & Mail Warehouse Services, and Special Services.

When a SOW includes one (1) of such categories of Services (or a subcategory within one (1) of the above categories), Supplier shall perform all individual tasks within that category (or subcategory), as such tasks are described below, unless the SOW expressly specifies otherwise. Supplier and Airline acknowledge and agree that it is not practical to list each and every individual task that Supplier is required to perform as part of delivering such Services, and accordingly, the descriptions of Services in this Agreement are general and intended to be construed broadly. All terms used but not defined in this Exhibit A shall have the meanings set forth in the MGSA.

1. PASSENGER SERVICES

A. General

1. Utilize Airline's technology platforms and solutions at various passenger touch-points in order to deliver Services per Airline's specifications.
2. Make arrangements for transfer and transit passengers, their baggage, and inform them about services available at the Airport.
3. When requested by Airline, provide special equipment, facilities, and specially trained personnel for assistance to passengers with special service requests such as unaccompanied minors, persons with reduced mobility, VIPs, transit without visa passengers, deportees, special medical transport, etc.
4. Provide passenger assistance when flights are interrupted, delayed, or cancelled. Such assistance shall include meal vouchers, rebooking, transportation, and hotel accommodations, as needed.
5. Arrange storage of baggage in the bonded store.
6. Notify Airline of complaints and claims made by Airline's passengers and process such claims.
7. Report to Airline any irregularities discovered in passenger and baggage handling.
8. Provide set up of Airline-specific items, including but not limited to carpets, mobile signage, queuing control stanchions, and others as specified in the applicable SOW.
9. Process and perform daily sales reports and bank deposits of fees collected at the Airport.
10. Perform the following ticketing/sales functions: reservations, issuance of transportation documents, ancillary services, e-ticketing, etc.
11. At Airline's request, provide a properly trained departure coordinator to perform duties as defined in Airline's Customer Service Manual.
12. Provide a properly trained and qualified Ground Security Coordinator at all times during Airline's operation.
13. Provide a properly trained and qualified Complaint Resolution Official at all times during Airline's operation.
14. Conduct daily safety and shift meetings and ensure all agents working Airline's operation attend the required briefings.

B. Departure

1. Perform pre-flight editing.
2. Check and ensure that tickets are valid for the flights.
3. Check travel documents for Airline's flights. Enter passenger and/or travel document information into Airline's and/or government's system.

4. Weigh and/or measure checked and/or cabin baggage and record baggage figures.
5. For all flights, determine the amount of excess baggage, issue excess baggage ticket, collect excess baggage charges, and detach applicable excess baggage coupons.
6. Ensure all checked baggage is properly tagged and routed to the baggage sorting area.
7. Collect Airport and any other service charges from departing passengers.
8. Carry out Airline's seat allocation or selection system and on-board passengers per Airline's boarding procedures.
9. Handle denied boarding process and denied boarding compensation.
10. Direct passengers arriving at the Airport or from aircraft through all applicable controls.
11. Manage passenger waitlist for seat assignments and upgrades and process standby passengers.
12. At the gate, perform verification of cabin baggage, boarding process, reconciliation of passenger numbers with aircraft documents prior to departure, and other gate functions.
13. Collect, reconcile, and forward applicable transportation documents to Airline.
14. Perform post-flight editing.

C. Arrival

1. Perform opening and closing of aircraft passenger doors.
2. Direct passengers arriving at the airport or from aircraft through all applicable controls.
3. Provide transfer counter, connection services, and baggage recheck.
4. Handle lost, found, and damaged property matters.
5. Provide acceptance of baggage irregularity reports including entering data into baggage tracing system, maintaining baggage tracing system files, processing payments for incidental expenses, delivery of delayed baggage to passengers, handling of communications with passengers, and repair or replacement of damaged baggage.

2. PERSONS WITH REDUCED MOBILITY SERVICES

1. Provide all special equipment, facilities, and specially-trained personnel as may be required to deliver assistance to persons with reduced mobility as necessary to ensure compliance with 14 CFR Part 382.

A. Passenger Interaction

1. Safely assist or lift persons with disabilities in/out of automobiles, wheelchairs, and aircraft seats, and provide help with aircraft boarding and deplaning as needed.
2. Promptly transport passengers in wheelchairs from the curb to the aircraft on departure, from the aircraft to the curb on arrival, and from gate to gate for connections. Take passengers to next point in their journey immediately without making them wait beyond normal acceptable wait times. Ensure sufficient staffing so as to avoid the need to deplane a passenger and leave them waiting in the boarding area while assisting other passengers to deplane.
3. If requested, accommodate any stops reasonably requested by a passenger, provided that they are enroute to the passenger's destination – specifically to include restrooms or pet relief areas. Supplier employees are not required to accompany passengers into restrooms.
4. Assist both arriving and departing passengers with their carry-on or gate checked baggage, including hand-carrying the same via stairs as needed for hardstand planning and deplaning. When assisting with baggage, ensure all carry-on baggage is in compliance with FAR 121.589 and Airline's carry on compliance regulations.
5. For departures, (a) report to the boarding area at least 30 minutes prior to departure to provide assistance with boarding, and (b) if a passenger has been dropped off in the boarding area more than an hour before scheduled departure, check on passenger every 30 minutes until departure.
6. For arrivals, (a) report to the boarding area (and aircraft door, as permitted) immediately upon arrival of the aircraft, (b) meet preplanned Special Service Request passengers and ambulatory

passengers upon aircraft block arrival, and non-ambulatory passengers as the last ambulatory passengers deplane, and (c) assist with claiming checked luggage as needed.

B. Communications

1. Supplier's personnel providing Services directly to Airline's customers who only speak English, or prefer to communicate in English, must be able to clearly speak and understand the English language and must only speak English to those customers. In all cases, Supplier shall comply with all related local, state, and federal laws, including but not limited to notifying its personnel of this requirement and of the consequences of violating this requirement.
2. Verify and review with passengers the next phase of their trip by confirming the passenger's name, flight number, departure time, and departure gate, and provide any reasonably requested related information, such as the status of flight delays.
3. Coordinate and cooperate with Airline's designated Complaint Resolution Official ("CRO"), including following all reasonable directives of the CRO. If a passenger makes a disability-related complaint that Supplier cannot immediately resolve, or requests an accommodation Supplier cannot make, contact a CRO on the passenger's behalf.
4. Supplier's employees shall refrain from requesting or otherwise directly or indirectly soliciting any gratuities from passengers; however, they may accept gratuities that are freely offered.

C. Technology

1. Utilize appropriate dispatch technology for the management of the Services with the ability to (a) accept real-time passenger Special Service Requests and flight data from Airline via web-services; and (b) capture and report on key metrics of passenger pick up and drop off points such as gates, lobby/concourse waiting areas, and transfer of passenger between agents and/or concourses. Dispatch technology is subject to review and approval by Airline.
2. Scan boarding passes at all applicable points when providing service to the passenger.

D. Wheelchair Safety Guidelines

1. All representatives providing Services must be able to lift a minimum of 70 pounds and employ proper safe-lifting techniques.
2. Ensure usage of all chair safety belts. Belts should fit comfortably but be tight enough to secure the passenger. For aisle chairs, secure all safety straps prior to moving passenger.
3. Never push more than one occupied wheelchair at a time.
4. Ensure all chair brakes are placed in the "lock" position when assisting passenger in/out of a wheelchair or when leaving the passenger unattended for any amount of time.
5. Never stop on an incline/decline or upward/downward slope when transporting a passenger. Back down a decline/downward slope and push forward up an incline/upward slope.
6. Ensure the chair footrests are placed in the "down" position when transporting a passenger and in the "up" position when assisting a passenger in/out of chair.
7. Ensure both hands are positioned on the chair when transporting a passenger.
8. Never leave a passenger unattended once seated in an aisle chair.
9. Ask for instructions first when lifting/transferring a passenger. If none are given, explain transfer technique(s) to be used.
10. Ensure two representatives are used when a passenger is unable to assist in their own wheelchair transfer to/from an aisle chair.
11. Never hand-carry passengers on/off an aircraft, even if an aisle chair is used, unless there are extreme extenuating circumstances such as an emergency evacuation.

E. Reporting and Assistance with Customer Complaints

1. Supplier shall assist Airline with investigations of customer complaints in a timely manner by providing service request history, Supplier staff statements, and any additional information needed for Airline to report findings to the appropriate regulatory agency.

3. RAMP SERVICES

A. General

1. Conduct daily safety and shift meetings and ensure all agents working Airline's operation attend the required briefings.
2. Supplier shall coordinate with Airline and respond to all operational audit findings with root cause analysis and corrective action and ensure those plans are executed.
3. At Airline's request, provide a properly trained departure coordinator for Airline's operation and perform duties as defined in Airline's Customer Service Manual.

B. Baggage Handling (includes cargo and mail handling)

1. Handle baggage in the baggage sorting area, and such other location(s) as are directed by the Airline or as specified in the applicable SOW.
2. Prepare for delivery onto flights bulk baggage, ULDs (defined below), and baggage accepted at the locations specified in the applicable SOW.
3. Establish the number and/or weight of bulk baggage, and built-up ULDs, and provide the load control unit with the information.
4. Offload bulk baggage and ULDs.
5. Prioritize baggage delivery to claim area.
6. Deliver to claim area baggage, Out of Gauge.
7. Transfer baggage. Provide sortation of transfer baggage and storage of transfer baggage prior to dispatch.
8. Transport of transfer baggage to the sorting area of the receiving carrier.
9. Handle crew baggage.
10. Utilize cargo stop block devices provided by Airline, as directed.

C. Marshalling

1. Provide marshalling at arrival and/or departure.
2. Operate automated guidance systems.

D. Parking

1. Provide, position, and remove wheel-chocks.
2. Provide, position, and remove landing gear locks, engine blanking covers, pitot covers, surface control locks, tail stands and/or aircraft tethering, safety cones, and other items as directed by Airline or specified in the applicable SOW.

E. Ancillary Items

1. Provide and operate ground power unit, fixed ground power, cooling unit, heating unit, and air start unit.

F. Ramp to Flight Deck Communication

1. Provide headsets.

2. Provide adequate and reliable equipment to enable ramp to flight deck communication during push-back, tow-in, engine starting, and for other purposes.

G. Loading and Unloading

1. Provide and operate passenger steps, flight deck steps, and loading bridges.
2. Provide passenger and crew transport between aircraft and airport terminals.
3. Provide and operate equipment for loading and unloading.
4. Provide delivery and pick-up of baggage and mobility devices at aircraft doors and other agreed points.
5. Provide assembly and transport of baggage, general cargo, special shipments, mail, documents, and company mail between agreed points at the Airport.
6. Unload aircraft and return lashing materials to the Airline. Load and secure loads in the aircraft. Redistribute loads in aircraft. Operate in-plane loading system. Report final load distribution to the load control unit.
7. Open, close, and secure aircraft hold doors, on aircraft lower deck, and aircraft main deck.
8. Provide ballast.
9. Provide safeguarding of all loads requiring special handling during loading/unloading, and transport between aircraft and designated point on the Airport.

H. Safety Measures

1. Provide portable fire extinguisher on motorized/self-propelled ramp equipment and ramp fire extinguisher, if not provided by Airport authority. Arrange for attendance of Airport fire services at aircraft.
2. Perform visual external safety/ground damage inspection of doors and panels and immediate surroundings and other inspection items as directed by Airline or specified in the applicable SOW immediately upon arrival and immediately prior to departure, and communicate the results to flight crew or Airline's representative.
3. Check that all doors and access panels are properly closed and locked.

I. Moving of Aircraft

1. Provide tow-in and push-back of aircraft, towing of aircraft between other points, cockpit brake operator in connection with towing, and wing-walkers.
2. Tow bar to be provided by Supplier.

J. Exterior Cleaning

1. Perform cleaning in accordance with Airline's written instructions of flight deck windows.
2. Clean cargo compartments and ULDs.

K. Toilet and Water Service

1. Toilet Service. Provide servicing (empty, clean, flush, and replenish fluids) and triurator/disposal service.
2. Water Service. Provide draining tanks, replenish tanks (water standards to be specified by the Airline), and water quality tests.

L. Surface Transport

1. Provide the transport of passengers, baggage, cargo, post office mail, empty Unit Load Devices ("ULDs"), and other materials as directed by the Airline between Airport and town terminal, Airport and other agreed points, and separate terminals at the same Airport.

M. Catering Services - Liaison

1. Liaise with Airline's catering supplier.

N. Security

1. Provide control of access to aircraft and other areas designated by Airline.
2. Provide searching of, guarding of, and sealing of aircraft, other areas designated by Airline, and baggage in the baggage make-up area.
3. Provide security personnel to safeguard all loads during the transport between aircraft and designated locations, and during offloading and loading of aircraft.

O. Trash Service

- Mainline Aircraft: (Boeing 737 series and Airbus A319 / A320 / A321 series) – turns
 - a. First class
 - Dump trash from G1 receptacle or trash cart & replace with buff liner.
 - Pull out and discard any trash/recycling bags from inbound first class food cart.
 - b. Main cabin
 - Dump trash from both trash receptacle(s) and/or trash carts & replace with buff liner.
 - Pull out and discard any trash/recycling bags from inbound main cabin food cart.

P. Ice Service (*OPTIONAL SERVICES SHALL BE PERFORMED IF REQUESTED BY AIRLINE)

- Regional Jet Aircraft: (Embraer E175 series) - Remain overnight aircraft (RON)
1. Inbound servicing - Following the last flight of the night, Supplier shall remove trash and melted ice water and more fully described below:
 - a. First class
 - Dump melted water from two front & back two gray beer and wine bins in first class beverage cart.
 - Dump Trash from G1 (if equipped) receptacle & replace with buff liner.
 - Pull out any trash/recycling bags from inbound first class food cart or trash carts (if equipped).
 - Dump remaining ice from ice buckets or ice drawers as outlined in the Alaska Catering Manual.
 - b. Main cabin
 - Dump melted water from two front & back beer and wine gray bins in main cabin beverage carts (two carts or a total of four beer bins).
 - Dump trash from all trash receptacles and or trash carts per galley configuration.
 - Pull out any trash/recycling bags from inbound main cabin food cart.
 - Dump remaining ice from eight ice buckets in G4 and or ice drawers as outlined in the Alaska Catering Manual.
 2. Originating flight Ice Service
 - a. First class
 - Add two 5lb bags of wet ice to each beer/ wine bins in first class cart and two 5lb bags of wet ice into ice buckets in G1 or ice drawer per the Alaska Catering Manual. Total shall equal 20lbs.

- Load up to three 1.5 liter water bottles in galley position as directed by the flight attendant(s). Airline will provide water bottles.
- b. Main cabin
 - Add four 5lb bags of ice to beer/wine bins on used beverage cart for return flight and eight 5lb bags of ice into ice buckets in G4
 - Total shall equal 50lbs total.
 - Load up to seven 1.5 liter water bottles in galley position as directed by flight attendant(s). Airline will provide water bottles.
- 3. Ice specifications: 5 lbs of cured wet ice, placed in a leak proof poly bag and secured via heat seal or tied with a knot. Staples or other hazardous materials cannot be used to secure the bag.

4. DEICING, ANTI-ICING, & SNOW REMOVAL SERVICES

1. Remove snow from aircraft without using de-icing fluid.
2. Perform “pre” de/anti-icing inspection and advise flight crew or Airline’s representative of results.
3. Perform clear ice check.
4. Provide anti-icing units and de-icing units.
5. Provide de-icing/anti-icing fluids.
6. Remove frost, ice, and snow from aircraft using de-icing fluid. Fluids to receive purity and contamination inspection prior to use.
7. Apply anti-icing fluid to aircraft.
8. Supervise performance of de-icing/anti-icing operations.
9. Perform final inspection after de-icing/anti-icing operations and inform flight crew of results.
10. Complete documentation as per Airline's instructions.

5. AIRCRAFT INTERIOR CLEANING SERVICES

Supplier shall perform aircraft interior cleaning services according to the standards specified by Airline’s Aircraft Cleaning Appearance Task Cards, a copy of which has been provided to and reviewed by Supplier. Airline may update the Aircraft Cleaning Appearance Task Cards from time to time upon reasonable notice to Supplier, and Supplier shall modify the services as necessary to conform to such updates, provided that such modifications do not materially increase the obligations of Supplier hereunder.

A. Storage of Cabin Material

1. Provide and/or arrange for storage space for the Airline’s cabin material.
2. Take inventory.
3. Provide and/or arrange for replenishment of stocks.

B. Supplies and Equipment

1. Supplier shall provide all supplies and equipment necessary to accomplish the Services described herein, including but not limited to approved cleaning chemicals. All cleaning chemicals shall be approved by Airline in advance.
2. Airline will provide cabin supplies. However, Supplier shall manage and order inventory locally.

6. CARGO & MAIL WAREHOUSE SERVICES

A. Cargo & Mail Handling - General

1. Provide warehouse and storage facilities, warehouse handling equipment, warehouse handling services, general cargo, special shipments, specialized cargo products, post office mail, diplomatic mail, diplomatic cargo, and company cargo/material.
2. Issue, obtain, and make available to Airline receipt upon delivery of cargo.
3. Take action to prevent theft or damage to the Airline's cargo and mail in custody of the Supplier, and prevent theft or unauthorized use of, or damage to the Airline's pallets, containers, nets, straps, tie-down rings, and other material in the custody of the Supplier. Notify the Airline immediately of any damage to or loss of such items.

B. Customs Control

1. Prepare Customs documentation. Obtain Customs clearance. Place cargo under Customs control.
2. Present to Customs cargo for physical examination for inbound cargo, outbound cargo, and transfer cargo.

C. Documentation Handling

1. Prepare airway bill.
2. Check all documentation to ensure shipment may be carried. The check shall not include the rates charged.
3. Check security status for the shipments concerned and take action as per Airline's instructions.
4. Obtain capacity/booking information for Airline's flights.
5. Split airway bill. Forward copies of manifests and airway bills to Airline.
6. Prepare cargo manifests.
7. Provide the load control unit with special load notification.
8. Return copy of airway bill to shipper, endorsed with flight details.
9. Check and/or enter data into Airline's and/or government/custom's system, as directed by Airline.
10. Notify consignee or agent of arrival of shipments. Make cargo documents available to consignee or agent.
11. Provide collection of "Charges Collect" as shown on the airway bill, collection of other charges and fees as shown on the airway bill and credit to consignees or agents.
12. Provide delivery of cargo/mail related documentation from/to agreed points and the aircraft.

D. Physical Handling Outbound/Inbound

1. Accept cargo, ensuring that machine-readable cargo labels are affixed and processed, manual labels are affixed and processed, shipments are "ready for carriage," the weight and volume and number of pieces of the shipments are checked, the regulations for the carriage of special cargo, particularly the IATA Dangerous Goods Regulations, IATA Live Animals Regulations, and others have been complied with.
2. Tally and assemble cargo for dispatch.
3. Prepare bulk cargo and ULDs, using build up materials provided by Airline and/or the Supplier, and establish gross weight, volume, and ULD contour, and provide the load control unit with the information.
4. Perform acceptance check on pre-built ULDs and establish, if accepted, gross weight, volume, and ULD contour, and provide the load control unit with the information.
5. Load outbound cargo on vehicles. Assemble cargo for delivery to the aircraft.
6. Offload bulk cargo from vehicles. Break down ULDs. Check incoming cargo against air waybills and manifests. Release cargo to the consignee or agent.
7. Truck service loading/off-loading. Check seals are intact on inbound trucks. Offload truck prior to acceptance into warehouse. Load truck after formal release from warehouse. Place seals. Truck operated by/or on behalf of the Airline.

E. Transfer/Transit Cargo

1. Identify transfer/transit cargo.
2. Prepare transfer manifests for cargo to be transported by another carrier.
3. Provide transport to the receiving carrier's warehouse, on Airport and off Airport.
4. Accept/prepare transfer cargo and transit cargo for onward carriage.

F. Post Office Mail

1. Check incoming outgoing mail against Post Office mail documents.
2. In case of missing documentation, issue substitutes.
3. Transport mail from cargo warehouse to postal facility, and postal facility to cargo warehouse, on Airport and off Airport, together with documents, against receipt from postal authorities.
4. Handle and check transfer mail against accompanying mail documents.
5. Prepare bulk mail and ULDs, and establish gross weight, volume, and ULD contour, and provide the load control unit with the information.
6. Distribute incoming and/or outgoing post office mail documents

7. SPECIAL SERVICES

Provide any additional special Services as specified in the applicable SOW.

Exhibit B
FORM OF STATEMENT OF WORK

FOR GROUND SERVICES – [CITY AIRPORT CODE]

This Statement of Work (this “**SOW**”) is subject to the terms and conditions of the Master Ground Services Agreement described below, as amended, (the “**MGSA**”) between Airline and Supplier. This SOW supersedes all earlier statements of work between the Parties with respect to the subject matter of this SOW. All capitalized terms used but not defined in this SOW shall have the meanings set forth in the MGSA.

1. BASIC INFORMATION

Airline	Supplier	MGSA Effective Date
Alaska Airlines, Inc.	[]	[]

Airline Representative	Supplier Representative	Term	Airport
SCM Contact SCM Contact Title Supply Chain Management 20833 International Blvd SeaTac, WA 98198 206-392-7932 denise.williams4@alaskaair.com	[Name] [Title] [Street Address] [City, State Zip Code] [Phone] [Email Address]	SOW Commencement Date []	[Airport City and Code]
		Initial SOW Term [] months	
		Initial SOW Term Expiration Date []	
		Required Notice of Termination (after Initial SOW Term) [] days	

INVOICE INSTRUCTIONS
Supplier shall submit their Correct Invoice to the Airline entity and address checked below.

	Airline Entity
<input type="checkbox"/>	Alaska Airlines, Inc.
<input type="checkbox"/>	Horizon Air Industries, Inc.

CONSORTIUM AGREEMENT

<input type="checkbox"/>	Yes
<input type="checkbox"/>	No

2. SCOPE

Under this SOW, Supplier shall perform the following Services at the Airport specified above. The Services are more fully described in Exhibit A of the MGSA.

Applicable Services	Services Categories	Services Description	Additional Terms
<input type="checkbox"/>	Passenger Services	MGSA Exhibit A	See “Special Terms” below
<input type="checkbox"/>	Persons with Reduced Mobility Services	MGSA Exhibit A	N/A

Applicable Services	Services Categories	Services Description	Additional Terms
<input type="checkbox"/>	Ramp Services	MGSA Exhibit A	N/A
<input type="checkbox"/>	Deicing, Anti-Icing, & Snow Removal Services	MGSA Exhibit A	N/A
<input type="checkbox"/>	Aircraft Interior Cleaning Services	MGSA Exhibit A	N/A
<input type="checkbox"/>	Cargo & Mail Warehouse Services	MGSA Exhibit A	N/A
<input type="checkbox"/>	Special Services	MGSA Exhibit A	N/A

Special Terms:

- Supplier is not responsible for performing the Services described in Section 1(A)(3) of Exhibit A to the MGSA.

The Services specified above shall be performed on the following aircraft types.

Aircraft Type
Boeing 737 series
Bombardier Q400 series
Embraer 175 series
Airbus A3 family

The Services specified above are based on the number of flights operated by Airline at the Airport, and the schedule of such flights at the Airport, as set forth on Schedule 1 to this SOW.

3. PERSONNEL

a) Scheduling of Hourly Personnel. On a weekly basis, or at such other interval agreed to by the Parties, Supplier shall prepare a proposed budget and shift staffing schedule for staff personnel performing Services hereunder and submit the same for review and approval by Airline. Airline may request increases or decreases to the number or types of shifts on the staffing schedule, or otherwise request modifications to the same. Supplier and Airline shall cooperate in good faith to arrive at a mutually-agreed budget and staffing schedule (a “*Confirmed Schedule*”).

b) Minimum Staffing for Services. Airline may designate minimum staffing levels for each aircraft turn, which consists of an inbound flight and outbound flight (“**Minimum Staff**”). During each aircraft turn, staff shall be solely dedicated to performing Services for Airline and shall not be utilized by Supplier for any other purpose, including but not limited performing work for any other airline. If Supplier provides less than the agreed Minimum Staff levels for one or more aircraft turns, Airline may, in addition to any other available rights and remedies, deduct an equitable amount from the Charges otherwise payable for such Services.

The following are the Minimum Staff levels agreed to by the Parties as of the SOW Commencement Date. For purposes of the below information, a “quick turn” means an aircraft turn for an inbound flight with less than four (4) hours of flight time and “long turn” means all other aircraft turns.

Services Category, including number of employees required per turn	Position/Duties/Tasks
Mainline Aircraft: (Boeing 737 series and Airbus A319 / A320 / A321 series)	
Passenger Services Minimum of six (6) Agents total required per turn, including one (1) Lead. The agents shall cover the tasks identified in this section for each	Check-In
	Baggage Service
	Flight Control/Boarding

Services Category, including number of employees required per turn	Position/Duties/Tasks
turn, cross-utilizing as necessary	
Ramp Services: General Minimum of six (6) Agents total required per turn. The agents shall cover the /Duties/Tasks identified in this section for each turn.	Bag Room Shall be scheduled at least two (2) hours before departure and until the flight is airborne.
	Transfer Baggage
	Baggage Scans
	Unload/Load Procedures; note that Planeside Ramp Crew requires one (1) Lead plus three (3) Ramp Agents
Regional Jet Aircraft: (Bombardier Q400 series and Embraer E175 series)	
Passenger Services Minimum of five (5) Agents total required per turn, including one (1) Lead. The agents shall cover the Duties/Tasks identified in this section for each turn, cross-utilizing as necessary.	Check-In
	Baggage Service
	Control/Boarding
Ramp Services: General Minimum of five (5) Agents total required per turn. The agents shall cover the Duties/Tasks identified in this section for each turn.	Bag Room Shall be scheduled at least two (2) hours before departure and until the flight is airborne.
	Transfer Baggage
	Baggage Scans
	Unload/Load Procedures; note Planeside Ramp Crew requires one (1) Lead Agent plus two (2) Ramp Agents
STAR AC (first flight of day) Mainline Aircraft: (Boeing 737 series and Airbus A319 / A320 / A321 series)	
Passenger Services Minimum of four (4) Agents total required per turn, including one (1) Lead. The agents shall cover the Duties/Tasks identified in this section for each turn, cross-utilizing as necessary.	Check-In
	Baggage Service
	Control/Boarding
Ramp Services: General Minimum of five (5) Agents total required per turn. The agents shall cover the positions identified in this section for each turn.	Bag Room Shall be scheduled at least two (2) hours before departure and until the flight is airborne.
	Transfer Baggage
	Baggage Scans
	Load Procedures; note Planeside Ramp Crew requires one (1) Lead Agent plus two (2) Ramp Agents
STAR AC (first flight of day): Regional Jet Aircraft (Bombardier Q400 series and Embraer E175 series)	
Passenger Services Minimum of three (3) Agents total required per turn, including one (1) Lead. The agents shall cover the positions identified in this section for each turn, cross utilizing as necessary.	Check-In
	Baggage Service
	Control/Boarding
Ramp Services: General Minimum of four (4) Agents total required per	Bag Room Shall be scheduled at least two (2) hours before departure and until the flight is airborne.

Services Category, including number of employees required per turn	Position/Duties/Tasks
turn. The agents shall cover the positions identified in this section for each turn.	Transfer Baggage
	Baggage Scans
	Load Procedures; note Planeside Ramp Crew requires one (1) Lead Agent plus two (2) Ramp Agents
Departure Coordinator/Load Control: Mainline and Regional Jet Aircraft	
If Departure Coordinator duties are part of the scope of Services, Supplier shall perform the tasks for this role with a dedicated Agent who is not part of the Passenger Services or Ramp Services staffing shown above	Departure Coordinator tasks will be performed per Airline’s manual and include these categories: * Flight Preparation * Load Integrity * Load Reconciliation and Communication * Post-Departure Activities * Fuel Communication and Loading
Aircraft Interior Cleaning (Turn Cleaning): Mainline and Regional Jet Aircraft	
Supplier shall perform Services with cross-utilized Supplier personnel. No minimum staffing counts are set for this Service. However, Supplier shall provide adequate resources to perform the duties in order to meet Airline’s requirements as outlined in Airline’s Task Cards and Services Manual. Supplier’s worked hours shall align with Airline’s benchmarks.	Cleaning Agent and Lead Cleaning Agent

c) Invoicing Based on Actuals. Confirmed Schedules shall be used by Supplier for planning purposes; however, Hourly Charges under Section 7 below shall be invoiced based on hours actually worked by Supplier’s personnel performing the Services and not by hours scheduled.

d) Supervisory Personnel. In addition to the hourly personnel, Supplier shall ensure that the following management personnel are on-site and supervising the performance of the Services as well as performing the Services.

Management personnel designated below as needed on a “dedicated” basis shall be solely dedicated to supervising Supplier’s personnel performing Services for Airline, as well as performing the Services, at all times during performance thereof and shall not be utilized by Supplier for any other purpose, including but not limited to work for any other airline unless otherwise specifically agreed in advance by Airline. Personnel designated as needed on an “available” basis may have duties other than the supervision of personnel performing Services for Airline, including but not limited to work for other airlines, but must be on-site at all times during performance of the Services and on call and available to report promptly upon verbal notice by Airline.

All Supplier management personnel performing any work for Airline shall hold specialized qualifications prior to performing any work for Airline to include but are not limited to trainer certifications, CRO certifications, GSC certifications, and other as deemed required by the Airline to oversee operation

Position	Number of Employees	Basis
Manager	1	[dedicated or shared]

Supervisor	1	One per shift
Safety Representative	1	Available
Trainer	1	Available
Ground Security Coordinator (GSC) - this position must be scheduled for every flight per Legal Requirements. Position can be covered by personnel that is GSC qualified.	1	Dedicated
CRO - this position must be scheduled for every flight per Legal Requirements Position can be covered by personnel that is CRO qualified.	1	Dedicated

4. OPERATIONS REVIEW AND REPORTING

At least on a weekly basis, Supplier shall collaborate with Airline’s local management and participate in Airline’s operational performance reviews (“**Operations Review**”), such reviews to be per Airline’s format and frequency. Failure to take part in the Operations Review or to provide reports or information requested by Airline shall be deemed a material breach of this SOW, which could result in termination of this SOW and the MGSA. Preparation and submission of any information required under the MGSA or this SOW is the responsibility of Supplier without prompting or notification by Airline. The following data shall be included in the Operations Review, which Supplier shall submit to Airline’s Station Manager on at least a weekly basis.

- Supplier’s company name, reporting period, and company contact person with email address and phone number;
- Supplier’s hours worked in support of Airline’s operations;
- Current status of all Supplier-provided GSE and a report with estimated return-to-service dates for any GSE not currently available. Additionally, Supplier shall provide the prior week’s summary of GSE availability by day and/or flight; and
- Other Supplier data requested by Airline or necessary to administer the Program.

The Operations Review shall be used to calculate the Monthly Performance Score in accordance with Section 4.4(c) of the MGSA and the overall Program.

Airline reserves the right to schedule business review meetings as frequently as necessary. Airline shall provide the format for the Supplier’s agenda. Prior to the meeting, Supplier shall submit the completed agenda to Airline for review and acceptance. Supplier shall address the agenda items and any of Airline’s additional concerns at the meeting. Failure to comply with this Section shall be deemed a material breach of this SOW, which could result in termination of this SOW and the MGSA.

5. EQUIPMENT

Supplier GSE. Supplier shall furnish all GSE required to perform the Services, as set forth in Section 3.1 of the MGSA, including but not limited to the following:

REGULAR USE Equipment Type	Number of Units	UOM	Basis	Notes
Bag and/or Freight Wagon (Cart)	six	ea.	Dedicated	
Baggage Tractor	two	ea.	Dedicated	
Belt Loader	two	ea.	Dedicated	
De-Ice Equipment (if applicable)	one	ea.	Dedicated	
E175 Aircraft window washing unit	one	ea.	Dedicated	

Fleet Service Vans	one	ea.	Dedicated	
Ground to Cockpit Communication Microphone and Headset	one	ea.	Dedicated	
Lavatory Service Vehicle (can be a truck or a tow cart)	one	ea.	Dedicated	
Nose and Main Gear Wheel Chocks	one	set	Dedicated	
Portable Radio System - Including handheld radios set to Airline's frequency (air – ground)	one	set	Dedicated	
Push Back Tractor	one	ea.	Dedicated	
Tail Stand Approved Equal - Manufacturer: Hall, Model #AP1707-TSS-A-U <i>(must be compatible with Boeing 800, 900, and the MAX aircraft)</i>	one	ea.	Dedicated	
Tow Bar <i>(compatible for any aircraft type)</i>	one	ea.	Dedicated	
Two-Way Communication Radios Ground – Ground	Six	ea.	Dedicated	
GENERAL USE Equipment For Use as needed	Number of Units	UOM	Basis	Notes
Access to an Airstart	one	ea.	As Needed	
Access to a Passenger Ramp or Disabled Passenger Lift (DPL) for wheelchair customers <i>(if the plane isn't at a jet bridge)</i>	one	ea.	As Needed	
Ground Power Unit <i>(if power is not available at the jet bridge or remote ops are planned)</i>	one	ea.	As Needed	
Passenger Stairs	one	ea.	As Needed	
Pre-Conditioned Air unit (PCA) <i>(if power is not available at the jet bridge or remote ops are planned)</i>	one	ea.	As Needed	
R1 door Fall protection platform for 737 fleet (when emptying garbage) if needed	one	ea.	As Needed	
Access to Back-Up Tail Stand Approved Equal - Manufacturer: Hall, Model #AP1707-TSS-A-U <i>(must be compatible with Boeing 800, 900, and the MAX aircraft)</i>	one	ea.	As Needed	
Access to Back-Up Tow Bar <i>(compatible for any aircraft type)</i>	one	ea.	As Needed	
Water Service Unit <i>(as required)</i>	one	ea.	As Needed	
COMMUNICATION Equipment	Number of Units	UOM	Basis	Notes
Air to Ground Radio System Base station, antenna system, radio remotes	one	ea.	Dedicated	Airline will provide equipment and install
Air to Ground Radio System Portable/mobile Radio System	one	set	Dedicated	

(set to Airline's frequency)				
Ground to Ground Portable/mobile Radio Systems: (Airline standard hardware, configured to use Airline frequency)	six	ea.	Dedicated	
Persons with Reduced Mobility GENERAL USE Equipment For Use as needed	Number of Units	UOM	Basis	Notes
Dispatch tools, phones, iPad radios	Variable	ea.	Shared	
Oversize Chairs	four	ea.	Shared	
Standard Wheelchairs	eight	ea.	Shared	

Equipment designated above as needed on a “dedicated” basis shall be solely dedicated to use in connection with Services for Airline at all times and shall not be utilized by Supplier for any other purpose, including but not limited to work for any other airline unless otherwise specifically agreed to in advance by Airline. Equipment designated as needed on an “available” or “shared” basis may be used for other purposes, including but not limited to work for other airlines, but must be on-site at all times during performance of the Services and on call and available to for use promptly upon verbal notice by Airline.

6. FACILITIES

Supplier shall furnish all Airport facilities required in connection with performance of the Services, as set forth in Section 3.3 of the MGSA.

7. CHARGES – FIXED/HOURLY PRICING

a) **Fixed Charges.** Airline shall pay a fixed Charge in the following amount and frequency (the “Fixed Charges”), which is intended to cover Supplier’s fixed costs and variable costs, excluding costs of wages, payroll taxes, overhead, and profit.

Charge Amount	Charge Frequency
[\$]	Monthly

b) **Variable Hourly Charges.** Airline shall pay blended rate hourly Charges as follows (the “Hourly Charges”), which are intended to cover wages and certain other labor-related costs of Supplier’s employees providing the Services. The blended rate captures different rates for employees at the Agent, Lead Agent, and Supervisor levels (and employees in substantially similar front-line roles, regardless of their actual titles), and includes Supplier’s costs for holiday pay, overtime pay, and most other labor-related costs.

Position	Charge Amount
Agent	[\$]
Lead Agent	[\$]
Supervisor	[\$]

c) **Invoicing.** The Fixed Charges and Hourly Charges shall be invoiced as separate line items. If requested by Airline, Hourly Charges shall be further broken down into separate line items for Passenger Services, Ramp Services, and Interior Cleaning Services, or as may otherwise be reasonably requested by Airline.

7. CHARGES – PER-TURN PRICING AGREEMENTS

Description	Charge Amount
Labor Service and Equipment	
Aircraft handling per turn - one (1) arrival and departure Includes all quick turn cleaning	[\$]
Remain Overnight (RON) cleaning, when applicable Includes aircraft security inspection	[\$]
Cancelled Flights – Flights cancelled with more than four (4) hours advance notice	No charge Provided passenger service agents are not required by Airline to provide assistance
Cancelled Flights – Flights cancelled with less than four (4) hours advance notice	Fifty (50) percent of the normal Charge. All required passenger service labor shall be at the applicable hourly rates.

Diversions charters and extra flights shall be handled by Supplier as they occur. Airline shall use commercially reasonable efforts to provide advance notice. All provisions of this Agreement shall apply to these additional operations.

a) Additional Labor Rates. No additional or overtime rate shall apply if Supplier is able to accommodate Airline’s off-schedule aircraft by utilizing other available qualified personnel on shift. Supplier shall be responsible for payment of any costs associated with sick calls. Overtime that may be incurred due to Airline’s off-schedule operations, other operational demands of Airline, and requests of Airline shall be charged at the rates below.

Description	Charge
Overtime Hourly Rate	[\$]
Out of Scope Services Hourly Rate	[\$]
Specific Carrier required training for initial training and Airline required training Hourly Rate (Training shall be provided At-Cost)	[\$]

b) Invoicing. The charges shall be invoiced as separate line items. If requested by Airline, Hourly Charges shall be further broken down into separate line items for Passenger Services, Ramp Services, and Interior Cleaning Services, or as may otherwise be reasonably requested by Airline.

8. PROCESSING SUMMARY

By way of background, but without limiting the scope or requirements of the MGSA, the MGSA typically involves the following with respect to Personal Data.

Subject Matter, Nature, and Purpose	The provision of services to Airline for the purpose of managing its airline business as specified in the MGSA and this SOW.
Duration of Processing	For the duration of this SOW.
Data Subjects	Passengers using the services of Airline.
Type of Personal Data	<input type="checkbox"/> Customer first and last name, flight information, and travel and aid and assistance information. <input type="checkbox"/> Customer first and last name, address, email address, and telephone number.

Airline and Supplier have executed this SOW to be effective as of the SOW Commencement Date.

ALASKA AIRLINES, INC.
(AIRLINE)

(SUPPLIER)

By: _____ Name: _____ Title: _____ Date: _____	By: _____ Name: _____ Title: _____ Date: _____
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**STATEMENT OF WORK
SCHEDULE 1
AIRLINE FLIGHT SCHEDULE**

[see attached]