

MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT (the “*Agreement*”) is made as of _____ (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 (“*Company*”), on behalf of itself and its Affiliates, and Counterparty Name, having its principal place of business at Counterparty Address 1, Counterparty City, Counterparty State, Counterparty Zip/Postal Code, Counterparty Country (“*Supplier*” and, together with Company, the “*Parties*” and each a “*Party*”).

AGREEMENT

1. Definitions.

“*Affiliates*” shall mean any company or entity which controls, is controlled by, or is under common control with, Company.

“*Confidential Information*” shall mean all information designated by Company or Supplier as confidential, all information or data concerning or related to Company’s products (including the discovery, invention, research, improvement, development, manufacture or sale of Company’s products), processes, or general business operations (including sales, costs, profits, pricing methods, organization, and employee lists), and any information obtained through access to any Company 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 provided by Company and the results of any testing (including the results of any focus group) by Supplier shall be Confidential Information of Company.

“*Company Personal Data*” includes (a) any personally identifiable data (“*Personal Data*”) obtained by Supplier from Company, (b) Personal Data (from whatever source) being “Processed” by Supplier on behalf of Company, and (c) Personal Data (from whatever source) pertaining to Company personnel.

“*Company Property*” means: (1) Intellectual Property incorporated into the Services or any deliverables under this Agreement; (2) Intellectual Property conceived, produced or developed by Supplier, whether directly or indirectly or alone or jointly with others, in connection with or pursuant to Supplier’s performance of this Agreement; and (3) creations and inventions that are otherwise made by Supplier through the use of Company’s equipment, funds, supplies, facilities, materials and/or Proprietary Information; provided, however, that any techniques, technology or tools independently developed by Supplier and not developed for or paid for by Company shall not be the Intellectual Property of Company.

“*Intellectual Property*” means all intellectual property and proprietary rights including without limitation all rights of inventorship and authorship, inventions, patents, patent applications, and know-how for any product, process, method, machine, manufacture, design, composition of matter, or any new or useful improvement thereof, as well as copyrights, trademark, trade dress and service mark rights and all rights in trade secrets, computer software, data and databases, and mask works.

“*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.

“Proprietary Information” means information that is or has been disclosed to Supplier by Company: (i) in writing or by email or other tangible electronic storage medium and is clearly marked "Confidential" or "Proprietary"; or (ii) orally or visually, and then followed within thirty (30) working days thereafter with a summary or disclosure complying with the requirements of clause (i) above. Notwithstanding the foregoing, Proprietary Information also includes, without limitation: (a) commercially valuable information of Company and its Affiliates and their successors and assigns, the design and development of which required considerable amounts of time and money; (b) any computer software product and related information (collectively **“Software Product”**) developed by Company and its Affiliates and/or their successors and assigns and (c) any **“Company Property”**.

“Supplier Code” shall mean the Alaska Air Group Supplier Code of Conduct, as modified from time to time.

“Supplier Reserved Property” shall mean any concepts, ideas, methods, methodologies, procedures, processes, know-how, techniques, models, templates, software, tools, utilities, designs, schematics, works of authorship, inventions, discoveries, technical information, routines and materials that are not Company Property and that Supplier: (a) created, acquired or otherwise obtained rights in prior to this Agreement, (b) develops outside the scope of the Services, or (c) develops during the term of this Agreement but are not Company Property. Reserved Property described under (c) must be described in reasonable detail in the applicable Statement of Work.

2. Services.

2.1 Provision of Services. Supplier will provide its services (the **“Services”**) to Company to complete the projects or tasks described and attached to this Agreement in: (a) any statement of work approved in writing by both Parties, and (b) any Change Orders (as defined below) (collectively, the **“Statement of Work”** or **“SOW”**). An Affiliate of Company may also enter into a Statement of Work with Supplier pursuant to this Agreement. Any material modifications to a Statement of Work (including, without limitation, modifications to the fees, specifications, or schedule) shall be made by written change order, executed by both Parties (a **“Change Order”**). Each Change Order complying with this section shall be deemed to be an amendment to the applicable Statement of Work and will become part of this Agreement.

2.2 Qualified Personnel. Supplier will make available qualified personnel to perform the Services, and shall perform the Services in a manner consistent with the highest standards of Supplier’s industry. Company shall have the right to approve any personnel of Supplier before assignment to any effort to be undertaken by Supplier, the granting of access to any Company facility and the disclosure of any Company information. Should Supplier replace any individual assigned to Company’s projects, Supplier shall first obtain Company’s approval and Supplier shall bear any costs associated with the orientation of such new individual. Supplier will use commercially reasonable efforts to ensure an efficient transition if there are any changes in personnel assigned. Each individual employee of Supplier assigned to Company’s projects shall execute the agreement set forth as **Exhibit A** hereto.

2.3 Compliance with Laws and Code of Conduct. Supplier will advise all personnel who perform Services of the applicable terms of this Agreement and ensure each person’s compliance with such terms. Supplier will ensure that the Services are performed at all times in compliance with applicable laws, statutes, ordinances and regulations, and in compliance with any internal codes or rules governing conduct and ethics. Supplier shall comply with Company’s policies and procedures as a condition of doing business with Company, including but not limited to the Supplier Code, available on <https://www.alaskaair.com/content/legal/terms-conditions> or by request, which terms are hereby incorporated by reference into this Agreement. Supplier agrees to cooperate with and provide all necessary assistance to Company in order to ensure compliance with this Section 2.3, including during any investigations regarding complaints received by Supplier’s employees under Supplier Code. If Supplier is providing Services to the public on Company’s behalf, Supplier shall comply with all applicable federal,

state and local laws and regulations and any guidance or direction provided by Company in connection with performance of the Services under this Agreement. Specifically, Supplier will be familiar with and ensure compliance with all requirements of 14 CFR Part 382 (see the Air Carrier Access Act and 14 CFR Part 382.15), including but not limited to, implementing directives issued by Company's CROs under 14 CFR 382.151 through 382.153.

2.4. Compliance with Employment-Related Laws. Supplier agrees to be bound by, and at its own cost, comply with all federal, state, and local laws, ordinances and regulations (collectively referred to as "laws") applicable to its employees and/or subcontractors, to the extent required by law, in connection with Supplier's performance of Services under this Agreement, including, but not limited to, wage and hour laws (including any applicable minimum wage and overtime 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 (i) 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 (ii) to their dependent children through the end of the month in which the child attains age 26. Supplier will offer such coverage and will also ensure that any subcontractors it uses offer 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 will 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).

2.5. Background Checks for SIDA-Badged Personnel. Supplier represents and warrants that Supplier's personnel who need 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 have 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.

2.6. Federal Contracting and Subcontractor Requirements. Unless exempt, Supplier and any of 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 or 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 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.

2.7 Compliance with U.S. Foreign Corrupt Practices Act. Supplier understands and will comply with the provisions of all applicable laws governing anti-corruption, including but not limited to the U.S. Foreign Corrupt Practices Act, 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 will 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; (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 laws, in order to obtain or retain business with, or directing business to, Company or to any person or entity.

2.8 Background Checks and Drug Screens. Supplier represents and warrants that it conducts pre-hire background checks and drug screens on Supplier personnel.

2.9 Subcontractors. Supplier must obtain Company's prior written consent before subcontracting any of its obligations under this Agreement. In all cases, (i) Supplier must first subject the subcontractor to a privacy/security/confidentiality agreement that is at least as protective of Company as this one, (ii) Supplier must ensure that its subcontractor is aware of and complies with all requirements of this Section 2, and (iii) the acts and omissions of the subcontractor be deemed the acts and omissions of Supplier, and Supplier shall be liable for them.

3. Completion, Delivery and Acceptance.

3.1 Completion. Supplier shall complete each project (as such term is defined in the applicable Statement of Work) strictly in accordance with the schedule in the applicable Statement of Work, unless Company gives Supplier a written extension of time. Supplier will promptly inform Company of any circumstances that may cause Supplier to fail to meet the schedule and will keep Company regularly apprised of its progress regarding the schedule.

3.2 Delivery, Acceptance Testing. All Services and/or any deliverables shall be subject to inspection and test by Company and any of its customers at all times and places. Supplier must follow testing standards and must pass quality assurance standards provided by Company. Supplier shall provide and maintain an inspection and process control system acceptable to Company covering any Services and/or deliverables provided hereunder. Records of all inspection work by Supplier shall be kept complete and made available to Company and any of its customers during the Term and for a period of three (3) years thereafter. Without any additional charge, Supplier will: (i) allow representatives of Company and its employees access to the facilities involved in performing this Agreement in order to assess: (a) work quality; (b) conformance with Company's specifications; and (c) conformance with Supplier's representations, warranties, certifications and covenants in this Agreement and (ii) provide all reasonable assistance for the safety and convenience of the inspectors in the performance of their duties. Acceptance or rejection of the Services and/or any deliverables shall be made as promptly as practical after delivery, but failure to inspect and accept or reject the Services and/or deliverables or failure to detect defects by inspection, shall neither relieve Supplier from responsibility for all requirements relating to such Services and/or deliverables nor impose liabilities on Company for its failure to identify such defects. If any of the Services and/or any deliverables under this Agreement, are found at any time prior to acceptance to be defective, or otherwise not in conformity with the requirements of this Agreement, including any applicable specifications, Company, in addition to such other rights, remedies and choices as it may have by agreement and/or by law, at its option and sole discretion, and at Supplier's expense may: (a) reject and return such deliverables; (b) require Supplier to re perform/replace the non-conforming Services and/or deliverables with Services and/or deliverables that conform to the requirements of this Agreement; and/or (c) take such actions as may be required to cure all defects and/or bring the Services and/or deliverables into conformity with all requirements.

4. Warranties.

4.1. Warranties. Supplier warrants that: (i) Services and/or any deliverables will be in strict accordance with the specifications, designs and other requirements (including performance specifications) approved or adopted in any SOW; (ii) Services will be performed in a competent and professional manner in accordance with the highest standards and best practices of Supplier's industry; (iii) all Services and/or deliverables sold will be free of any claims of any nature and by any third person, including but not limited to claims of Intellectual Property infringement and Supplier will convey clear title to Company; and (iv) all Services and/or deliverables will be of merchantable quality, free from all defects in design, workmanship and material and will be fit for the particular purpose for which they are purchased.

4.2. Warranty Period. The warranties in this Section 4 shall apply for a period of twenty—four (24) months from the date Supplier completes its engagement. If any of the Services and/or deliverables under this Agreement are found to be defective during the warranty period, then in addition to other rights, remedies and choices it may have under this Agreement or at law or equity, Company, at its option and sole discretion, and at Supplier's expense may: (a) reject and return such deliverables; (b) require Supplier to re-perform/replace the non-conforming Services and/or deliverables with Services and/or deliverables that conform to the requirements of this Agreement; and/or (c) take such actions as may be required to cure all defects and/or bring the Services and/or deliverables into conformity with all requirements. Any attempt by Supplier to limit, disclaim or restrict any such warranties or any remedies of Company, by acknowledgment or otherwise, in accepting or performing this Agreement, shall be null, void and ineffective without Company's written consent.

5. Compensation for Services.

5.1 Payment for Services. In consideration for the Services provided under this Agreement, Company will make the payments specified in the applicable Statement of Work. Unless otherwise specified in a Statement of Work, Supplier shall be paid within thirty (30) days after Company's receipt of each invoice for Services performed and accepted 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. Although any of Supplier's employees are common-law employees of Supplier, these payments include an amount attributable to the cost of health care coverage provided by the Supplier to its employees whom Supplier employs in connection with Supplier's performance of Services under this Agreement.

5.2 Invoices. Supplier shall submit to Company 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 Company to determine the accuracy of payments required by such invoice in accordance with Company'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.

5.3 Audit Rights. During the term of this Agreement and for 12 months thereafter, Supplier agrees to keep all usual and proper records and books of account relating to its performance under this Agreement and the amounts billed to Company. Company shall have the right to audit Supplier's records related to performance under this Agreement, at Company's expense, at any reasonable time and upon reasonable notice, in order to ascertain that Company was billed appropriately for Services rendered. In the event that such audit or audits reveal overpayment by Company in any amount whatsoever, Supplier shall pay Company the amount of any such overpayment. If such audit reveals an overpayment in excess of 10% of the amount invoiced, Supplier shall reimburse Company's audit expenses, including any outside expert fees, such as legal and accounting.

5.4 Taxes. Except as otherwise provided below, the amounts to be paid by Company to Supplier do not include any taxes. Company is not liable for any taxes that Supplier is legally obligated to pay, including, but not limited to net income or gross receipts taxes, contributions or assessments for its employees and subcontractors and property taxes. Supplier will indemnify and hold Company harmless from any claims, costs (including attorneys' fees), and liabilities that relate to Supplier's taxes. Company will pay Supplier any sales or value added taxes it owes due to the services provided in the Agreement and which the law requires Supplier to collect from Company. If Company provides Supplier a valid exemption certificate, Supplier will not collect the taxes covered by such certificate. Supplier shall complete and provide to Company all required federal and state taxpayer identification and/or information documents. If the law requires Company to withhold taxes from payments to Supplier, Company may

withhold those taxes and pay them to the appropriate taxing authority. Company will deliver to Supplier a Form 1099 or 1042, if applicable.

6. Term and Termination.

6.1 Term. The term of this Agreement (the “*Term*”) will commence upon the Effective Date and expire on the one (1) year anniversary of the Effective Date, provided that, if neither Party gives the other Party notice of its intent not to auto-renew this Agreement, it shall continue for additional one-year terms until either Party terminates this Agreement as provided below. The parties further agree that if any SOW is in effect at the time of the expiration of this Agreement, then, as it applies to such SOW only, the Term of this Agreement will be extended until the expiration or termination of such SOW.

6.2 Termination.

6.2.1 Company may terminate a project immediately upon written notice if Supplier fails to perform or otherwise materially breaches its obligations with respect to such project. Company may immediately terminate this Agreement in its entirety in the event that Supplier breaches any of its obligations or warranties. Company also may terminate this Agreement at any time and for any reason upon thirty (30) days’ written notice without further obligation, other than to pay undisputed amounts as provided in this Agreement to the date of termination.

6.2.2 Supplier may terminate this Agreement at any time upon ninety (90) days’ written notice if Company materially breaches its obligations under this Agreement. Supplier will provide a thirty (30) day warranty on any Service and materials delivered during the Term of this Agreement.

6.3 Support Following Termination. Upon termination of this Agreement other than as a result of Company breach, Supplier shall continue to provide all support necessary to (a) maintain all operations and Services until a transfer of all Company data and Services occurs, but in no event for a period in excess of ninety (90) days, (b) transfer all Company data (including all certificates, keys and other information) in any format reasonably requested to Company or any third party as designated by Company, so that Services can be offered in an uninterrupted manner, and (c) fulfill any remaining warranty obligations. Upon any termination or expiration of this Agreement or a project, Supplier shall also deliver to Company any work product (in whatever state) in Supplier’s possession. This Section 6.3 shall survive termination or expiration of this Agreement.

7. 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 law. 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 the work, supervising, preparing payrolls, paying wages, training, and otherwise setting the employment conditions and managing the employment relationship with respect to it and/or 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 Company, has an employment relationship with Supplier and/or Supplier’s employees. During the term of this Agreement, Supplier may perform similar or other services for other persons or firms unrelated to Company and, except when required in Supplier’s sole discretion, shall not be required to devote its full time 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.

8. Security Provisions.

8.1 Access to Systems. Supplier shall provide for protection of all information that Company provides or otherwise makes accessible to Supplier, including all uploads, if any, in its usage of the Services or otherwise in connection with this Agreement (“**Company Data**”), no matter where such Company Data resides. In performing the Services, Supplier shall be solely responsible for providing its equipment and facilities, except that Company shall provide such equipment and facilities as is reasonable, customary and necessary in order for Supplier to perform the Services. Access to Company’s computer systems, networks, infrastructure, equipment and facilities (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 as are agreed to by Company 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 Company is expressly prohibited. Supplier warrants that it has in place and will 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 Company’s Assets/Systems and Company Data. Upon reasonable notice, Company may audit Supplier to verify Supplier’s compliance with these obligations.

8.2 Company Personal Data. In the event that Supplier accesses or otherwise Processes any Company Personal Data during its performance of the Agreement, it shall comply with the following obligations regarding Company Personal Data: (i) Supplier shall view and Process Company Personal Data only to the extent necessary to perform this Agreement or upon Company’s written instructions; (ii) Supplier undertakes to keep Company Personal Data confidential, and agrees to not disclose Company Personal Data to third parties without having first received express written approval from Company; and (iii) Supplier and Supplier’s personnel shall Process Company 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 Company Personal Data in order to prevent, among other things: (i) accidental, unauthorized or unlawful destruction, alteration, modification or loss of Company Personal Data, (ii) accidental, unauthorized or unlawful disclosure or access to Company Personal Data, and/or (iii) unlawful forms of Processing. 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 Company 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 immediately inform Company of any breach of its security and confidentiality obligations under this Section. Supplier shall implement all measures necessary to ensure compliance by Supplier’s personnel with the obligations relating to Company Personal Data and shall require Supplier’s personnel, as a condition of having access to Company Personal Data, to sign individual confidentiality agreements in which they each agree individually to comply with the obligations of this Section of the Agreement. **Exhibit A** of this Agreement shall be deemed adequate for this purpose. Company may also require Supplier to require Supplier’s personnel, as a condition of participating in specific assignments, to sign individual confidentiality agreements that are tailored for specific assignments. Supplier shall comply with all applicable laws and regulations on Personal Data protection. In particular, if during the performance of this Agreement, Supplier obtains Company Personal Data directly from individuals to whom such data pertains (“**Data Subjects**”), Supplier shall provide such Data Subjects with the information required by applicable law and regulation and when necessary, obtain the Data Subjects’ consent to acquire such information. However, prior to obtaining such consent from the Data Subjects, other than Supplier’s employees or subcontractors, Supplier must obtain Company’s written approval of the information and consent language to be used by Supplier to gather such Company Personal Data from the Data Subjects. Failure by Supplier to comply with any obligations relating to Company Personal Data or Personal Data set forth in this Agreement is considered a material breach of this Agreement. Company 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 Company 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 Company Personal Data and shall return to Company any copy and/or reproduction thereof. These obligations regarding Company Personal Data shall remain in full force even after termination of this Agreement for whatever reason.

8.3 Cardholder Data: If Supplier handles, maintains, processes, or it 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 such 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.

8.4 Survival. The provisions of this Section 8 shall survive termination or expiration of this Agreement.

9. Intellectual Property.

9.1 Company Intellectual Property. Supplier acknowledges that Company claims and reserves all rights and benefits afforded under federal and international intellectual property laws in all Intellectual Property and Proprietary Information furnished by Company to Supplier hereunder and that Supplier is granted only a limited right of use of such Intellectual Property and Proprietary Information as set forth in this Agreement. Supplier agrees that:

9.1.2 All copyrightable Intellectual Property, which are created by Supplier pursuant to this Agreement, shall be deemed "Works Made for Hire", as that phrase is defined in Section 101 of the United States Copyright Act, 17 U.S.C. § 101, and used in 17 U.S.C. § 201, on behalf of Company, constitutes Company Property, and Company shall own all right, title and interest, including the worldwide copyright, in and to such materials;

9.1.3 Supplier hereby assigns and agrees to assign to Company all of its respective rights, title, and interest in Company Property, including all rights of inventorship and authorship, all patents and patent applications, all copyrights, all trademark and service mark rights, all rights in trade secret and proprietary information, all rights of attribution and integrity and other moral rights and all other intellectual property rights of any type (collectively referred to herein as “*IP Rights*”);

9.1.4 Supplier and Supplier's successors in interest will, at Company's request and without further consideration, communicate to Company any facts known to them respecting Company Property, and testify in any legal proceedings, make all rightful oaths, sign all lawful papers and other instruments and generally do everything possible for title to the IP Rights in Company Property to be clearly and exclusively held by Company;

9.1.5 Supplier agrees that it will not apply for any state, federal or other U.S. or foreign jurisdiction's registration of rights in any of Company Property and that it will not oppose or object in any way to applications for registration of same by Company or others designated by Company; and

9.1.6 If Supplier has any right to Company Property that cannot be assigned to Company or waived by Supplier, or if any Company Property is found not to be a work made for hire or otherwise

assigned to Company as contemplated above, Supplier unconditionally and irrevocably grants to Company, for the life of the relevant Intellectual Property rights under applicable law, the exclusive (even as to Supplier) right and license to make, have made, sell, use, reproduce, modify, adapt, display, distribute, make other versions of, create derivative works of and disclose such Company Property, and to sublicense others to do these things.

9.2 Supplier Reserved Property. To the extent any Supplier Reserved Property is provided to Company in connection with the Services, or is otherwise embodied in, or practiced by, any materials provided in connection with any Work Product, Supplier grants to Company a nonexclusive, worldwide, fully paid, royalty-free and irrevocable license in such Supplier Reserved Property under all of the Supplier's Intellectual Property rights for the life of the relevant Intellectual Property Rights under applicable law to make, have made, sell, use, reproduce, modify, adapt, display, distribute, make other versions of, create derivative works of and disclose such of Supplier Reserved Property as is embodied or incorporated in Work Product developed pursuant to this Agreement, and to sublicense others to do these things.

9.3 Source Code. To the extent that any deliverables provided by Supplier under this Agreement include software, then, in the event that Supplier ceases its on-going business operations and its successors and/or assigns have not continued that portion of its operations relating to the sale, licensing and maintenance of the software (the "*Trigger Event*"), Company shall be entitled to receive access to a complete copy of the source code to the software owned by Supplier that is used to deliver the Services (the "*Source Code*"). Effective upon the Trigger Event, Supplier shall and hereby does grant to Company a non-exclusive, non-transferable, non-assignable, non-sublicensable license to install, execute and modify the Source Code; provided, however, that (i) Company may modify the Source Code solely for the purpose of making bug fixes, patches and error corrections to the software, and (ii) Company shall not exercise its rights under this Section 9.3 unless and until a Trigger Event occurs. At Company's request, Supplier agrees to deposit the Source Code in escrow with an escrow agent designated by Company, and to update the Source Code as appropriate.

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

10. Company Physical Property. Unless otherwise agreed in writing, all tools, equipment, or material furnished to Supplier or specially paid for by Company, including but not limited to software and any related items, and any replacement thereof, or any materials affixed or attached thereto, shall be and remain Company's personal property. If such property is in Supplier's possession or control at any time, it shall be plainly marked as Company's property and shall be safely stored separate and apart from Supplier's property. Supplier shall not substitute any Company property without Company's written approval. Such property, while in Supplier's custody or control, shall be held at Supplier's risk, shall be kept insured in an amount equal to the replacement cost with loss payable to Company and shall be subject to removal at Company's written request, in which event Supplier shall prepare such property for shipment and shall redeliver to Company in the same condition as originally received by Supplier, reasonable wear and tear excepted, all at Supplier's expense.

11. Confidential Information.

11.1 Mutual Confidentiality Obligations. Except as may be permitted with respect to Supplier Reserved Property, each Party agrees, with respect to the Confidential Information disclosed to it by the other Party, as follows: (a) to use the Confidential Information only for the purposes described in this Agreement; (b) that it will not reproduce the Confidential Information and will hold in confidence and protect such Confidential Information from dissemination to, and use by, any third party, except as otherwise permitted herein; (c) that it will not create any derivative work from such Confidential Information; (d) to permit access to such Confidential Information only to such of its personnel, agents and/or contractors, if any, who have a need to have access for purposes of performing 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 (e) to return or destroy all Confidential Information in its possession upon termination or expiration of this Agreement. Each Party will 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 Company promptly – and in all cases within twelve (12) hours of Supplier's becoming aware – of any breach of this section or loss or probable (in Supplier's reasonable discretion) unauthorized disclosure of Company's Confidential Information of which Supplier becomes aware and will cooperate fully with Company to protect Company Confidential Information and related rights. If requested by Company, each employee or subcontractor of Supplier performing Services shall be required to sign Company's standard non-disclosure/inventions agreement as well as any other reasonably requested documents related to the Services.

11.2 Confidentiality Exceptions. Notwithstanding the foregoing, the provisions of Section 11.1 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 as evidenced by a prior written record; 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 as is otherwise required by law or regulation 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.

11.3 Publicity. Except as may be required by law, Supplier agrees not to publicize or disclose the existence or terms of this Agreement or any relationship with Company without the prior written consent of Company.

11.4 Survival; Obligations upon Termination. The obligations of the Parties under this Section 11 shall continue until 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 or any other of such Party's media, including, without limitation, 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, except, in all cases, to the extent any Confidential Information of Supplier is contained in any Company Property.

12. Indemnification.

12.1 Indemnification by Supplier. Supplier agrees to defend, hold harmless and indemnify Company and its directors, officers, employees and agents (the "**Company Parties**"), from and against any and all third party claims, damages, losses, suits, actions, demands, proceedings, expenses, costs, and liabilities of any kind (including 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 and/or a breach of this Agreement by Supplier, its employees, its agents, or subcontractors, including, but not limited to (a) any injury or death of any person (including employees or subcontractors of Supplier), (b) any claim brought against Company by or on behalf of one or more of Supplier's employees or subcontractors: (c) any claim by a government agency or third-party alleging that Company and/or Company parties is a joint, controlling, or other employer of Supplier's employees or subcontractors, (d) any damage to, destruction of, or loss of property, (e) any regulatory agency or Supplier's employee or subcontractor claim or lawsuit, or other action 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 or subcontractors, 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's officers, agents, employees, or subcontractors; provided that, and except for subsection (f) in the case of negligence by both the Supplier and Company or Company Parties, the foregoing indemnification shall only apply to any such claims or liability proportionately to the extent it does not result from the negligence of Company or Company Parties. If any action is brought against a Company Party in which indemnity is sought from Supplier, Company Party shall (i) provide Supplier reasonably prompt notice of any such Claim; (ii) permit Supplier to answer and defend such Claim using counsel reasonably acceptable to the Company Party; and (iii) provide Supplier information and reasonable assistance at Supplier's expense.

Solely for the purpose of effectuating subsection (a) of 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 Company to seek indemnity from Supplier if Supplier's employees sue Company for injuries incurring while performing services pursuant to this Agreement.

12.2 Indemnification by Company. Company agrees to defend, hold harmless and indemnify Supplier from and against any and all Claims to the extent that such Claims are caused by the gross negligence or willful misconduct of Company's officers, agents, employees, or subcontractors, provided that, in the case of negligence or misconduct by both Supplier and Company or Company 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.

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

12.4 Survival. The provisions of this Section 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 person operating in Supplier's industry which in no event shall be less comprehensive than is customary in the industry. Notwithstanding the above, unless excused by Company in writing, Supplier, at its sole cost and expense, shall procure and maintain, during the term of this Agreement and for a period of three (3) years thereafter, 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:

- i. Commercial General Liability (CGL), (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 not less than USD \$10,000,000 bodily injury and property damage combined; however,

- such limit shall be in the aggregate with respects to products and completed operations liability;
- ii. Business Automobile Liability insurance (including coverage for all owned, non-owned and hired autos, and no-fault coverage where applicable), with limits of not less than USD \$5,000,000 per occurrence for bodily injury and property damage combined
 - iii. Professional liability/errors and omissions liability coverage with limits of not less than USD \$10,000,000 per occurrence/USD \$10,000,000 in the annual aggregate;
 - iv. Network Security and Privacy Liability coverage with limits of at least USD \$10,000,000 per claim and in the aggregate
 - v. Workers Compensation - Statutory Limits; and
 - vi. Employers Liability - USD \$1,000,000 or as may be required by local law.

13.2 Supplier shall provide Company with certificates of insurance 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 Airlines, Inc.
Attn: Director, Risk Management SEAZA
P.O. Box 68900
Seattle, WA 98168

13.3 The policies, unless otherwise noted, shall be endorsed to:

- i. Name Company as additional insured, except with respect to workers' compensation/employers liability;
- ii. 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/employers liability;
- iii. Be primary without any right of contribution from any insurance carried by Company;
- iv. Waive any and all rights of subrogation each insurer may or could have against Company;
- v. Include each insurer's agreement that Supplier's breach of any representation set forth in its policy will not invalidate the insurance as to Company, except with respect to workers' compensation/employers liability;
- vi. Include each insurer's agreement that the coverage shall extend to loss or damage to aircraft, except with respect to workers' compensation/employers liability;
- vii. Provide that all of the provisions thereof, except the limits of liability, will operate in the same manner as if there were a separate policy covering each insured; and
- viii. Provide that Company 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 Company for at least thirty (30) days after receipt of such written notice by Company.

14. Miscellaneous.

14.1 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.

14.2 Law; Venue. 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.

14.3 Notices. All notices, requests, demands and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given, made and received when delivered against receipt or when sent by United States registered or certified mail, return receipt requested, or by reputable overnight courier, postage prepaid, addressed as set forth above. Any Party may alter the address to which communications or copies are to be sent by giving notice of such change of address in conformity with the provisions of this paragraph 14.3 for the giving of notice.

14.4 Assignment. 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 without Company's written permission. An assignment in violation of this provision will be null and void. This Agreement shall be binding upon Supplier's successors in interest and permitted assigns.

14.5 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.

14.6 Entire Agreement. This Agreement and all exhibits, addenda and attachments to it that have been approved by the Parties 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. This Agreement may not be modified or amended other than by an agreement in writing.

14.7 Injunctive Relief. A breach of any part of this Agreement may result in irreparable and continuing damage to Company 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.

14.8 Conflict Between Documents. In the event of a conflict in provisions between this Agreement and any related Statement of Work, the terms of this Agreement shall control except to the extent the Statement of Work explicitly states otherwise. In the event of a conflict in provisions between this Agreement and any non-disclosure agreement between the parties, the terms of this Agreement shall control.

14.9 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.

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

Alaska Airlines, Inc.:

Supplier:

By: _____

By: _____

Name:

Name:

Title:

Title:

Date:

Date:

Exhibit A

CONFIDENTIALITY & TECHNOLOGY ACCEPTANCE AGREEMENT FOR SUPPLIERS / CONSULTANTS / CONTRACTORS

I understand that _____ [Supplier/Consultant/Supplier] has an ethical and legal obligation to maintain the confidentiality and security of Alaska Airlines or its affiliates (collectively, "Alaska") technology and information assets. As an authorized representative of _____, I understand that it is the responsibility of our employees, consultants and other personnel to read and comply with all Alaska company policies and procedures pertaining to the privacy, security and confidentiality of system records, information assets and technology. By accessing and/or using any of Alaska's software, hardware, information systems or assets, I am agreeing to and understand the following principles:

- (1) I acknowledge that all financial, personal and proprietary information must be held in strict confidence and should be protected against unauthorized viewing, discussion, use and disclosure.
- (2) I further understand that this information may be privileged and confidential regardless of format, including but not limited to oral, written and electronic information. Alaska's information is proprietary and for use only on the engagement project(s) and may not be retained beyond the engagement.
- (3) I understand that I may access, view, use, disclose or copy information only as it relates to the performance of my job duties. I further understand that the right of access to sensitive data is limited to a "need to know" basis and agree to access only the information where I have a "need to know" and only to the minimum extent necessary.
- (4) I agree to follow all established data destruction policies in relation to deleting, shredding or destroying confidential information. Specifically, when utilizing my computing or my employer's computing equipment during the engagement, I will adhere to the requirement to encrypt all information at all times and to make this information (except for agreed-upon documents generated during the project) commercially unreadable at the close of each assignment. Additionally, when required to transmit data, it will be done only over secure channels. I will not download electronic data to storage or mobile devices unless granted permission for each occurrence. Finally, I will not share data with other parties unless approved by my engagement sponsor.
- (5) I understand that I may be granted access to Alaska's computers containing confidential information. I understand that the login ID and password assigned to me are confidential and should not be shared with anyone.
- (6) I agree to safeguard my unique login ID and password and also agree to accept responsibility for all activities undertaken while using my login ID and password. Furthermore, I understand that actions I take while in Alaska's computer-based information systems are tagged with my unique identifier and such actions can be traced back to me.
- (7) I understand that computer technology may be provided to me as a productivity-enhancement tool and is the private property of Alaska. When using Alaska's computer technologies, I understand that I must adhere to all established information-security policies, standards and procedures. When required by contract, I will restrict my access to the network and systems using only Alaska equipment.
- (8) I understand that it is a violation of company policy to print, display, download, transmit or send any material that may be perceived as insulting, disruptive, harassing or offensive by other persons, or harmful to morale.

