

SMALL BUSINESS SERVICE AGREEMENT TERMS AND CONDITIONS

These terms and conditions (“Terms and Conditions”) shall be applicable to the Service Agreement between you (“Service Provider”) and Alaska Airlines, Inc. or Horizon Air Industries, Inc. (“the Airline”) as identified in the Service Agreement.

SERVICES

The Service Provider agrees to perform work (“Services”) and/or provide Service Deliverables described in the Service Agreement, in accordance with the Scope of Work, any Specifications provided and these Terms and Conditions (collectively referred to as the “Service Agreement”).

OFFER AND ACCEPTANCE

Use of pre-printed invoices and forms by the Service Provider is for the convenience of the Service Provider only.

Service Provider’s acceptance of the Service Agreement is expressly limited to the terms of the Service Agreement.

Any additional or different terms or conditions contained in any acknowledgment, invoice or other form of the Service Provider are not part of the Service Agreement nor are they proposals or counteroffers to modify the Service Agreement. To the extent any additional or different terms or conditions purport to be proposals or counteroffers, they are hereby expressly rejected.

TERMINATION FOR CONVENIENCE OR CAUSE

Unless explicitly identified in the Service Agreement, the Airline may terminate the Service Agreement or any part thereof for its sole convenience without notice. Upon the effective date of termination, Service Provider shall immediately stop all work and cause its suppliers and/or subcontractors to cease their work against the Service Agreement.

Service Provider shall be paid a pro rata percentage of the Service Agreement price reflecting the percentage of the work performed prior to the effective date of termination. Service Provider shall not be paid for work performed or costs incurred after the effective date of termination.

The Airline may without notice terminate a Service Agreement or any part thereof for cause if the Service Provider:

- (a) Defaults or fails to comply with any portion of the Service Agreement (including late delivery of Service Deliverables or inadequate performance of Services).
- (b) Becomes insolvent or files for bankruptcy protection.

In the event the Airline terminates for cause, the Airline will be liable to Service Provider only for Services performed to the date of termination; but Service Provider shall be liable to the Airline for all incidental damages and expenses, including costs of cover, resulting from the default that caused the termination.

If a determination is made that the Airline improperly terminated for cause, then such termination shall be deemed to have been for the Airline’s convenience.

Service Provider may terminate the Service Agreement upon written notice to the Airline if the Airline fails to pay Service Provider within thirty days after Service Provider notifies the Airline in writing that an undisputed payment is past due.

PRICE

Services shall be completed at the price specified in the Service Agreement, or at any lower price agreed between the parties in writing. The price on the Service Agreement shall include all costs, insurance and materials necessary to perform the Services unless specifically noted in writing in the Service Agreement.

Price is exclusive of sales, excise, use or value added taxes, if applicable (see "Taxes" section below).

PAYMENTS

As full consideration for the performance of the Services, delivery of Service Deliverables and/or the assignment of rights or other transfers as provided herein, the Airline shall pay Service Provider the amount specified in the Service Agreement.

All payments shall be by the Airline's corporate check or electronic transfer, at the Airline's option.

Applicable taxes and other charges such as duties, customs, tariffs and government-imposed surcharges shall be stated separately on Service Provider's invoice, as applicable.

Service Provider shall invoice the Airline only for Service Deliverables actually delivered and/or Services actually performed.

Each invoice submitted by Service Provider must be provided to the Airline within ninety days of completion of the Services or delivery of Service Deliverables and must reference the applicable Service Agreement.

The Airline will be entitled to a 2% discount of the invoiced amount for any invoices that are submitted more than ninety days after completion of the Services or delivery of Service Deliverables.

The Airline reserves the right to return all incorrect invoices.

All undisputed payments shall be made thirty days after receipt of correct invoice.

Disputed amounts will be resolved by good faith negotiations between the parties first and, if that should fail, then under the "Disputes" provisions of these Terms and Conditions.

Payment is considered made when the Airline's check is mailed or electronic transfer is initiated.

If all undisputed payments are not received when due, interest will accrue at a rate equal to the Prime Rate, as published in the Wall Street Journal on the last day of the last full month before payment came due, plus 1% per annum.

Notices should be sent in accordance with the Notice provision of the Service Agreement.

DELIVERY

Time is of the essence.

In the event of Service Provider's failure to deliver or perform as and when promised, the Airline may consider the Service Agreement breached and terminate for cause.

REPRESENTATIONS AND WARRANTIES

Service Provider represents and warrants that all Services shall be completed in a professional, workmanlike manner, with the degree of skill and care that is required by current, good and sound professional procedures in Service Provider's industry.

Service Provider hereby warrants and represents that, prior to executing a Service Agreement for completion of work at the Airlines' work site, it has inspected the work site and is familiar with all working conditions that exist there, including subsurface conditions, and that it has made due allowance for such conditions in all aspects of the Service Agreement, specifically including its price calculation and estimate of time for completion.

The Service Deliverables and Services are intended for use in the airline industry and any defect or failure to perform may occasion special damage to the Airline. Service Provider expressly warrants that all Service Deliverables and Services shall conform to the Service Agreement and to any representations or promises made by Service Provider. This warranty shall run to the Airline, its successors, affiliates, assigns, customers and users of the Services.

Service Provider warrants and represents that that all Service Deliverables and Services provided, and their sale, performance, use or disposal (alone or in combination with other Service Deliverables) will not infringe upon any U.S. or foreign patent, copyright or trademark or otherwise infringe upon any right of any third party.

Service Provider agrees to correct defects in any Services not conforming to the scope, specifications or expectations of the Airline.

In the event of failure by Service Provider to correct nonconforming Service Deliverables or Services promptly, the Airline may make such corrections or replace such Service Deliverables or Services and charge Service Provider for the costs incurred by the Airline.

No implied or express warranties shall be deemed disclaimed or excluded unless specifically evidenced in a Service Agreement or specifically evidenced in a writing executed by an authorized representative of the Airline.

Representations and warranties provided by the Service Provider in any form shall be continuing representations and warranties.

INDEMNIFICATIONS

Except as otherwise limited in this agreement, Service Provider agrees to indemnify, hold harmless and (at the Airline's option) defend the Airline, its officers, directors, customers, agents, affiliates and employees, against all suits, claims, liabilities, damages, losses and expenses, including attorneys' fees, enforcement actions and cost of suit or any fine arising out of or in any way connected with the Service Deliverables or Services provided under the Service Agreement, including, without limitation any claim based upon:

- (a) Breach of any warranty;
- (b) The death or bodily injury to any person;
- (c) The destruction or damage to property;
- (d) The contamination of the environment and any associated clean up costs;
- (e) Service Provider's failure to satisfy the Internal Revenue Service's guidelines for an independent contractor;

- (f) The negligence, omissions or willful misconduct of Service Provider, its agents or contractors.
- (g) Service Provider's failure to comply with the Americans with Disabilities Act or the Air Carrier Access Act.

Service Provider further agrees to indemnify, hold harmless and (at the Airline's option) defend the Airline, its officers, directors, customers, agents, affiliates and employees, against all suits, claims, liabilities, damages, losses and expenses, including attorneys' fees and cost of suit arising out of or resulting from any actual or alleged infringement of patent, copyright, trademark or other intellectual property right of any third party; provided, however, that this indemnity shall not apply to any such claims, losses, expenses or damages arising out of compliance by Service Provider with specifications furnished by the Airline.

Service Provider shall not settle any such suit or claim without the Airline's prior written approval.

Service Provider agrees to pay or reimburse all costs that may be incurred by the Airline in enforcing this indemnity, including attorneys' fees.

Notwithstanding any indemnifications, negligence, omissions or willful misconduct of the Service Provider, if the Service Provider maintains the minimum insurance requirements required under these Terms and Conditions (see below), the Service Provider shall be liable only to the limits of the Service Provider's insurance policy.

INSURANCE

Service Provider 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 Service Provider's industry which in no event shall be less comprehensive than is customary in the industry.

Notwithstanding the above, unless excused by the Airline in writing, Service Provider shall, at a minimum, maintain at its sole cost (and Service Provider shall require that all affiliates and subcontractors that provide Services under the Service Agreement shall maintain at their sole cost):

- (a) Workers' compensation insurance as required under the applicable state law;
- (b) Employer's liability insurance with limits of \$1,000,000;
- (c) Commercial comprehensive general liability insurance with limits of \$1,000,000 each occurrence and in the aggregate as applicable; and
- (d) If providing professional services, professional liability/errors and omissions liability coverage with limits of not less than \$1,000,000 per occurrence/\$3,000,000 in the annual aggregate.
- (e) If a vehicle is required in order to perform the Services, the Service Provider shall also have business auto insurance covering the ownership, maintenance or use of any owned, non-owned or hired automobile with a limit of not less than \$1,000,000 combined single limit per accident for bodily injury and property damage liability.
- (f) Any additional insurance identified by the Airline in the Service Agreement.

Upon the Airline's request, Service Provider shall provide to the Airline a certificate of insurance from its insurance provider. If requested by the Airline, such certificates (except for worker's compensation insurance and professional liability insurance) shall:

- (a) Name the Airline, its subsidiaries, affiliates, directors, officers, and employees as additional insureds with respect to liability, or any claims of liability, arising out of the work performed by Service Provider that affords the additional insureds the same coverage as if the additional insureds were the named insured.

- (b) Provide that the policies it represents will not be terminated, amended, or allowed to expire without thirty (30) days prior written notice to the Airline; and,
- (c) Provide that the policies it represents contain severability of interest clauses, generally providing that, “the insurance afforded applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the company’s liability.”
- (d) Provide that all insurance required hereunder shall be deemed primary insurance and shall not be deemed excess to any insurance now in effect or in the future which covers the Airline, its facilities, its agents, or employees.

LOGOS, TRADEMARKS AND COPYRIGHTS

The Service Provider shall not use the name, trademarks, logos or copyrights of the Airline, its parent, affiliate or any subsidiary (including but not limited to: Alaska Air Group, Alaska Airlines, Horizon Air Industries or any variations thereof) in its sales promotion, advertising, press releases or any other publications or public disclosure (including releases to existing or prospective customers) without explicit written permission of the owner, except as required by law.

AMENDMENTS

No provision of these Terms and Conditions may be modified, waived, terminated or amended except as may be agreed upon by the parties in writing signed by an authorized representative of the Airline.

ASSIGNMENTS AND DELEGATIONS

Service Provider may not assign rights or delegate duties under the Service Agreement (including by merger or by operation of law) without the prior written consent of the Airline. Any assignment not properly consented to is voidable by the Airline.

BADGES AND SECURITY

At no cost to the Airline, Service Provider agrees that all individuals having access to Airline Facilities or to airport SIDA areas will obtain appropriate security clearances from the Port Authority or other competent jurisdiction as required. Such individuals may also be required to obtain Airline Vendor badges. Service Provider may be required to provide appropriate documentation for all issued badges. Such documentation may consist of a ten-year background security review, drug screening documentation, criminal history documentation, citizenship documentation and fingerprint documentation.

Notwithstanding any governmental security clearances or clearances by the Service Provider, the Airline reserves the right to bar from its non-public areas any employee or contractor of the Service Provider who would not otherwise qualify for employment with the Airline under the Airline’s then current employment policy.

Service Providers granted electronic access to any Airline technology system or servers may be required to sign a Confidentiality and Technology Acceptance Agreement as well as a Non-Disclosure Agreement, if appropriate. Additionally, such Service Providers must be familiar with and abide by the Alaska Airlines/Horizon Air Technology and Information Security Policy.

COMPLIANCE WITH LAWS

Service Provider agrees, warrants and represents that it will comply with all federal, state and local laws and regulations with respect the Service Deliverables and Services to be provided, including but not limited to:

Equal Employment Opportunity

The Airline is a government contractor and is subject to the requirements of Executive Order 11246 (Equal Employment Opportunity). Pursuant to these requirements, the Equal Opportunity Clauses found at 41 CFR Section 60-1.4(a), 60-250.4(a-m) and 60-741.5(a)(1-6) are incorporated herein by reference and made an express part of this the Service Agreement. If applicable, Service Provider will comply with the following Federal Acquisition Regulations:

- (a) FAR 52.222-26 “Equal Opportunity,”
- (b) FAR 52.222-35 “Affirmative Action for Special Disabled and Vietnam Veterans,”
- (c) FAR 52.222-36 “Affirmative Action for Handicapped Workers.”

Small Business Plan Requirements

The Airline is a government contractor and is subject to the requirements of FAR 52.219. If the cost to the Airline of Service Deliverables or Services covered by the order exceeds \$10,000, FAR 52.219-8 is incorporated by reference. If the cost exceeds \$500,000, FAR 52.219-9 and 52.219.16 are incorporated by reference. Pursuant to FAR 52.219.9, if Service Provider (1) is not considered a Small Business (as defined in the Small Business Act), (2) is providing Service Deliverables or Services under the order in an amount greater than or equal to \$500,000, and (3) is subcontracting a portion of the Service Deliverables or Services from a third party, Service Provider agrees to submit to the Airline a Small Business Plan or letter stating that Service Provider does not have a Small Business Plan and listing the approximate dollar amount to be subcontracted.

Employee Rights Concerning Payment of Union Dues.

Unless exempted by law, the requirements of 29 CFR Part 470 are incorporated by reference and made part of this Service Agreement.

CONFLICTS

Notwithstanding anything to the contrary, if the Airline and Service Provider have executed a Service Agreement that incorporates these Terms and Conditions, then the specific terms of that agreement control to the extent that they are in conflict with these Terms and Conditions.

CONFIDENTIALITY

Service Provider may acquire knowledge of the Airline’s Confidential Information (defined below) in connection with its performance hereunder and agrees to keep such Confidential Information in confidence during and following termination or expiration of this Service Agreement. Service Provider also agrees to bind all subcontractors and third parties performing acts in furtherance of the Service Agreement to these provisions of Confidentiality.

“Confidential Information” includes but is not limited to all information whether written or oral, in any form, including without limitation, information relating to the research, development, products, methods of manufacture, trade secrets, business plans, customer data, vendors, finances, personnel, Work Product (defined below) and other material or information considered proprietary by the Airline relating to the current

or anticipated business or affairs of the Airline which is disclosed directly or indirectly to Service Provider. In addition, the Airline Confidential Information means any third party's proprietary or confidential information disclosed to Service Provider in the course of providing Service Deliverables or Services to the Airline.

Service Provider agrees not to copy, alter or directly or indirectly disclose any the Airline Confidential Information. Additionally, Service Provider agrees to limit its internal distribution of the Airline's Confidential Information to Service Provider's employees, contractors and assistants who have a need to know, and to take steps to ensure that the dissemination is so limited, including the execution by Service Provider's employees, contractors and assistants of "Nondisclosure Agreements" with provisions substantially similar to those set forth herein. In no event will Service Provider use less than the degree of care and means that it uses to protect its own information of like kind, but in any event not less than reasonable care to prevent the unauthorized use of the Airline's Confidential Information; and Service Provider agrees not to use, except for the purpose of performing the terms of this Service Agreement:

- (a) the contents of this Service Agreement; and
- (b) all information exchanged or disclosed by the other party in the negotiation or performance of this Service Agreement, including without limitation personally identifiable customer data and membership information, except for:
 - (i) information already in the receiving party's possession at the time of disclosure;
 - (ii) information in the public domain;
 - (iii) information developed or obtained by a party from a third-party source and not in breach of this agreement; or
 - (iv) information a party is required to disclose by applicable law or valid court or administrative order.

Additionally, Service Provider agrees not to use the Airline's Confidential Information for its own benefit or for the benefit of any third party without the Airline's explicit written consent. The mingling of the Airline Confidential Information with information of Service Provider shall not affect the confidential nature or ownership of the information. Service Provider agrees not to design or manufacture any products that incorporate the Airline Confidential Information without the Airline's express written consent. All the Airline Confidential Information is and shall remain the property of the Airline. Upon the Airline's written request or the termination of this Service Agreement, Service Provider shall return, transfer or assign to the Airline all the Airline Confidential Information, including all Work Product, as defined herein, and all copies thereof.

"Work Product" includes all designs, discoveries, creations, works, devices, samples, models, work in progress, inventions, products, computer programs, procedures, improvements, developments, drawings, notes, documents, business processes, information and materials made, conceived or developed by Service Provider alone or with others which result from or relate to Service Deliverables ordered by the Airline on a work-for-hire basis. Standard Service Deliverables manufactured by Service Provider and sold to the Airline without having been designed, customized or modified for the Airline do not constitute Work Product.

All Work Product shall at all times be and remain the sole and exclusive property of the Airline. Service Provider hereby agrees to irrevocably assign and transfer to the Airline and does hereby assign and transfer to the Airline all of its worldwide right, title and interest in and to the Work Product including all associated intellectual property rights. Service Provider will ensure that Service Provider's employees, contractors and assistants appropriately waive any and all claims and assign to the Airline any and all rights or any interests in any Work Product or original works created in connection with the Service Agreement. Service Provider irrevocably agrees not to assert against the Airline or its direct or indirect customers, assignees or licensees any claim of any intellectual property rights of Service Provider affecting the Work Product.

If either party is served with a subpoena or other legal process requiring the production or disclosure of any confidential information, then that party will immediately notify the owner of the information and will use its best efforts to permit the owner, at its sole cost and expense, a reasonable period of time to intervene and contest disclosure or production.

CONSEQUENTIAL DAMAGES

EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN THESE TERMS AND CONDITIONS, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOST REVENUES, LOST PROFITS OR LOST PROSPECTIVE ECONOMIC ADVANTAGE, WHETHER OR NOT FORESEEABLE AND WHETHER OR NOT BASED ON CONTRACT, STATUTORY LIABILITY, TORT, WARRANTY CLAIMS OR OTHERWISE IN CONNECTION WITH THIS SERVICE AGREEMENT, AND/OR THE PRODUCTS OR SERVICES PROVIDED HEREUNDER, AND EACH PARTY HEREBY RELEASES AND WAVES ANY CLAIMS AGAINST THE OTHER PARTY REGARDING SUCH DAMAGES.

DISPUTE RESOLUTION

The parties shall follow these dispute resolution processes in connection with all disputes, controversies or claims, whether based in law or equity or any other legal theory (collectively "Disputes"), except as otherwise noted, arising out or relating to this Service Agreement or the breach or alleged breach hereof.

The parties will attempt to settle all Disputes through good faith negotiations. If those attempts fail to resolve the Dispute within thirty (30) days of the date of initial demand for negotiation, then the parties shall try in good faith to settle the Dispute by mediation conducted in Seattle, Washington under the Commercial Mediation Rules of the American Arbitration Association ("AAA"). Each party shall bear its own expenses; the parties shall equally share the filing and other administrative fees of the AAA and the expenses of the mediator.

Any Disputes not finally resolved at the mediation level shall be settled by binding arbitration conducted in accordance with the then current Commercial Arbitration Rules of the AAA by one neutral arbitrator, by arbitration conducted in Seattle, Washington. The arbitrator shall not have the power to award damages in excess of actual damages, such as punitive damages. The Federal Arbitration Act, 9 U.S.C. Sections 1 to 14, shall govern the interpretation and enforcement of this Section. Any decision shall be in accordance with the law and the evidence of record, and shall be promptly rendered in writing.

Disputes relating to either infringement, unauthorized use or misuse of a party's Marks, or other intellectual property, a violation of which would cause that party irreparable harm for which damages would be inadequate, shall be exempt from the dispute resolution processes described in this Section to the extent necessary to seek preliminary injunctive or other judicial relief in a court of competent jurisdiction.

GOVERNING LAW

This Service Agreement and all matters arising out of or relating to the Service Agreement shall be interpreted and enforced under the laws of the state of Washington without regard to its choice of law rules and principles.

INJUNCTIVE RELIEF

The parties acknowledge that irreparable injury will result from the failure of either party to comply with the terms of the Service Agreement. In the event of any actual or threatened default or breach of any of the provisions of this Service Agreement, the aggrieved party will have the right to specific performance or injunctive relief, as well as any monetary damages or other appropriate relief in accordance with the terms of the Service Agreement.

JURISDICTION AND EXCLUSIVE VENUE

Any action or judicial proceedings to:

- (a) Enforce the Mediation or Arbitration provisions of this Service Agreement;
- (b) Enforce an arbitration award;
- (c) Seek injunctive relief;

Shall be instituted and maintained only in King County Superior Court, in the City of Seattle, State of Washington or the United States District Court for the Western District of Washington.

Service Provider expressly consents to personal jurisdiction of the state and federal courts above and waives any right to object to the exercise of personal jurisdiction by these courts.

FORCE MAJEURE

In the event that a party's ability to perform any of its obligations under the Service Agreement is prevented, restricted or delayed because of act of nature, war, terrorism, strike, labor dispute, work stoppage, fire, act of government, or any other similar cause beyond the reasonable control of that party (a "Force Majeure"), then the party will be excused from performance of the obligation to the extent and for the duration of such prevention, restriction or delay.

The party unable to fulfill its obligations due to Force Majeure will immediately:

- (a) Notify the other party in writing of the reasons for its failure to fulfill its obligations; and
- (b) Use all reasonable endeavors to avoid or remove the cause and perform its obligations as soon as possible.

Notwithstanding any explicit language in the Service Agreement to the contrary, in the event Service Provider claims a Force Majeure, the Airline may cancel any unfulfilled part of the Service Agreement at the Airline's sole option.

EXCLUSIVITY

This is not an exclusive agreement. The Airline is free to engage others to perform Services or provide Service Deliverables the same as or similar to Service Provider's. Service Provider is free to advertise, offer and provide Service Provider's services and/or service deliverables to others.

NOTICES

All notices given or made in respect of this Service Agreement must be in writing (including fax or email communication) and will be effective on the first business day on or after received. To be deemed sufficiently given, notices must be addressed to an employee of the receiving party known to have current oversight responsibility for the Service Agreement or a vice president of the receiving party.

Each of the following is prima facie evidence that a party has received notice: (i) a signed delivery receipt (e.g., for personal, certified mail, or courier delivery), (ii) an automated delivery acknowledgement or return transmission in the case of faxes, and (iii) a reply email from an employee of the receiving party acknowledging receipt and confirming oversight responsibility for the Service Agreement.

RELATIONSHIP OF THE PARTIES

The Service Provider is an independent contractor of the Airline and is not an affiliate, employee, agent or partner of the Airline. Under no circumstances will any employee or agent of Service Provider be construed to be an employee or agent of the Airline or vice versa.

SEVERABILITY

If any provision of the Service Agreement shall be deemed to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full force and effect.

SUCCESSORS AND ASSIGNS

The Service Agreement shall be binding and shall inure to the benefit of the permitted successors and assigns of each party hereto.

SURVIVAL

These Terms and Conditions (except for the covenant to maintain insurance) will survive termination of the Service Agreement.

TAXES

In addition to the price, the Airline shall pay any sales, excise, use, value added or similar taxes imposed on account of this purchase. The Airline is not responsible for any penalties, interest or other taxes including taxes based upon Service Provider's income, gross receipts, business and occupation or similar taxes.

THIRD PARTY BENEFICIARIES

All subsidiaries of Alaska Air Group, Inc. are intended third party beneficiaries of the Service Agreement. There are no other intended third-party beneficiaries of the Service Agreement and the parties do not, by entering into this Service Agreement, create rights or standards on which a person not a party hereto can rely or benefit.

WAIVER

Acceptance or acquiescence to a course of performance, course of dealing or usage of trade will not operate to permanently waive a provision or modify any term in the Service Agreement.

A waiver of a breach of any term in this Service Agreement will not be considered to be:

- (a) A waiver of a further breach of the same term, or
 - (b) Waiver of a breach of any other term.
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SOFTWARE PROVISIONS

In addition to the Terms and Conditions set out above, if the Service Agreement involves software, including embedded software, the following terms shall apply:

LICENSE FOR OFF-THE-SHELF SOFTWARE. Service Provider hereby grants to the Airline, and the Airline hereby accepts, on the following terms and conditions, a nonexclusive and nontransferable, fully paid-

up, world-wide, irrevocable, and perpetual license (unless otherwise specified in the Service Agreement) to use the software for the number of users or copies of the software provided on the Service Agreement (the "License"). Service Provider and the Airline expressly agree that any software shrink-wrap and click-through software licensing agreements shall not apply to any software purchased under the Service Agreement unless the Airline expressly agrees in writing to such shrink-wrap or click-through software licensing agreement.

USE OF SOFTWARE AND DOCUMENTATION. The Airline may make backup and archival copies of the software and documentation. the Airline, its agents, contractors, assignees and employees shall have the right to use and operate the software within the scope of the License for the Airline's business purposes.

SERVICES AT WORK SITE

Unless otherwise instructed by the Airline, Service Provider will provide for receipt, unloading, storage and protection of all materials introduced to the Airlines' site, whether such materials are purchased by the Airline or the Service Provider. Service Provider shall at all times keep the work site reasonably neat and clean and upon completion shall remove and dispose of all rubbish, trash and refuse. Service Provider shall be responsible for the proper use and storage of all Hazardous Substances, as defined by 40 C.F. R. 302.3, and all Hazardous Chemicals, as defined by 29 C.F.R. 1910.1200. Service Provider shall not generate any Hazardous Wastes, as defined by 40 C.F.R. 261.3, on site, without prior written authorization from the Airline. In the event Service Provider generates such Hazardous Waste, Service Provider must notify the Airline of the type and quantity and arrange with the Airline for proper storage and disposal, at Service Provider's sole expense. If Service Provider causes or discovers the release of Hazardous Substances on the Airline's premises, the Service Provider will immediately notify the Airline.

END OF DOCUMENT