

Alaska Airlines Alaska Miles Privileges (AMP) Program TERMS & CONDITIONS

The following terms and conditions govern the Alaska Miles Privileges (AMP) program. It is the Purchaser's responsibility to read and understand all the terms and conditions. There are no exceptions to these terms and conditions except as specifically referenced in the Alaska Miles Privileges (AMP) program.

1. Terms:

AS - "AS" is the carrier designator symbol for Alaska Airlines and Horizon Air

Aggregate Share/ Data Source - Aggregate Share is defined as Alaska Airlines' market share, using the Qualifying Markets Alaska Airlines will use Travel Management Company (Agency) reports as the Data Source to determine the Aggregate Share.

Aggregate "Start Share" - The "Start Share" will be determined by calculating the actual AS market share using all tickets on Alaska Airlines/Horizon Air, flight numbers 1 - 999 & 2000 - 2999, in all markets flown by Alaska Airlines and Horizon Air, using official designated Travel Management Company (Agency) reports for the 12 month period prior to the contract commencement date.

Qualifying Flights and Markets - Domestic US, Canadian and Mexico markets served solely by Alaska Airlines and jointly by both Alaska Airlines and Horizon Air and ticketed on 027 ticket stock. Mileage will be awarded exclusively on Alaska Airlines/Horizon Air, flight numbers 1 - 999 & 2000 - 2999, not including charter flights or codeshare carrier flights. Alaska Airlines reserves the right to adjust the qualifying markets included in this agreement.

Base Miles: Miles awarded to AMP Business for participation in AMP program. Base Miles are calculated at one (1) Base Mile for each base fare dollar of flown revenue on Alaska Airlines/Horizon Air in the 12 month period of this agreement.

Bonus Miles: Miles awarded to AMP Business for attaining or exceeding market share targets at the six month and 12 month review periods. Bonus Miles will be calculated as a percent of the Base Miles earned in these periods.

Appointed Travel Agent - "Appointed Travel Agent(s)," means the travel agency or agents appointed by business (Refer to exhibit A for designated agency ARC numbers).

Eligible Travelers - "Eligible Travelers" are any passengers where business is responsible for payment of the ticket, including but not limited to business employees, contractors, agents, guests, subcontractors, affiliates, subsidiaries, joint ventures, consultants and applicants traveling on company business.

Services - "Services" shall mean the non-exclusive services performed by Alaska Airlines/Horizon Air in accordance with the terms of this Agreement.

Work - "Work" shall mean air transportation services provided to business by Alaska Airlines/Horizon Air.

QUALIFYING ROUTES AND Aggregate Market Share Goals: Pursuant to the terms and conditions of this Agreement, Alaska Airlines/Horizon Air agrees to award Mileage as outlined in the Agreement.

The Mileage awarded, noted above, applies for travel by **business** employees traveling on official company business.

- Mileage noted above applies only when purchased through a business Appointed Travel Agent as identified in paragraph four below.
- Mileage will be awarded retroactively as outlined in the Agreement.

APPOINTED TRAVEL AGENT DESIGNATION: **Business** agrees to provide Alaska Airlines/Horizon Air with the name and ARC number(s) of the travel agency(ies) that has been appointed by business to ticket passengers traveling on Alaska Airlines and Horizon Air. Any changes in this designation must be communicated to Alaska Airlines/Horizon Air prior to the effective date of the change. Should business change an Appointed Travel Agent or change from a country-specific agency to a regional call center, Alaska Airlines/Horizon Air agrees to preserve the Mileage awarded as outlined in this Agreement.

The Mileage awarded in the Alaska Miles Privileges (AMP) program applies for travel by Eligible Travelers traveling on company business only. “**Eligible Traveler**” means any passenger where the party executing the Alaska Miles Privileges (AMP) program (referred to herein as the “**Purchaser**”) (or one of its subsidiaries or corporate affiliates) is responsible for payment of the ticket, including but not limited to Purchaser’s employees, contractors, agents, guests and consultants as authorized in the Agreement.

REPORTS

In addition to the foregoing conditions, Purchaser agrees to provide Alaska and Horizon with segment share reports showing, all US domestic, Canadian and Mexican city pairs: Reports required prior to the program start date, six months after the program start date and 12 months after the program start date.

Each report will contain the following data:

- a) Total number of segments flown by Eligible Travelers during the period for each city pair;

- b) Total revenue expended by Purchaser for each city pair;
- c) Number of segments flown by Eligible Travelers on Alaska/Horizon for each city pair;
- d) Total revenue expended by Purchaser for segments on Alaska/Horizon for each city pair;
- e) Comparison of the above shown as a percentage of (c) to (a) and (d) to (b); and.
- f) Business will provide reports from any and all additional distribution sources such as airline direct tools and other online booking tools.

Purchaser shall provide the required segment share reports within 30 days after the close of the six month and 12 month period being measured. All such reports and all information contained in them, in whole or in part, shall be deemed Confidential Information (as defined below) and handled in accordance with the parties' confidentiality obligations below.

Business AMP Mileage Plan My Account:

Business will be given an AMP Mileage Plan My Account where all earned Base Miles and Bonus Miles will be deposited and can be drawn from. Business will provide Alaska Airlines with relevant information to create this account and as to whom will be permitted access to this account. All rules relating to the Mileage Plan set forth on Alaska's Mileage Plan website at <http://www.alaskaair.com/mileageplan/MPtoc.asp> apply.)

Crediting of Base Miles and Bonus Miles earned into Business' AMP Mileage Plan My Account:

Base Miles and all earned Bonus Miles will be deposited into the Business's Mileage Plan My Account within six weeks following the end of the three month, six month, nine month and 12 month periods. Base Miles will be calculated by Alaska Airlines on all Business's flown Base Fare revenue during these periods.

TRAVEL AGENCY DESIGNATION

Purchaser agrees to provide Alaska with the name and ARC number(s) of the travel agency(s) that it has designated to ticket passengers as noted in the Alaska Mileage Privilege (AMP) program, provided, however, Purchaser's selection of a travel agent must be acceptable to Alaska, in its reasonable discretion. Any changes in this designation must be relayed to Alaska prior to the effective date of the change or as soon as reasonably practicable thereafter mileage plan

Purchaser' Travelers will accrue mileage in the Alaska Airlines Mileage Plan in the standard manner. All rules relating to Mileage Plan upgrades and awards apply. All rules relating to the Mileage Plan set forth on Alaska's Mileage Plan website at <http://www.alaskaair.com/mileageplan/MPtoc.asp> apply.

TERMINATION

Either party will have the right to terminate the Alaska Miles Privileges (AMP) program within 30 days after receipt of written notice from the other party.

CONTRACT OF CARRIAGE

Alaska/Horizon have no duties and liabilities to Eligible Travelers availing themselves of air transportation services under the Alaska Miles Privileges (AMP) program other than as required by applicable law and the Alaska/Horizon standard contract of carriage applicable to all air transport passengers of Alaska/Horizon. The parties acknowledge and agree that the contractual right of Purchaser to purchase air transportation pursuant to the terms of the Alaska Miles Privileges (AMP) program is the right of Purchaser, and not that of its employees, who are not parties to the Alaska Miles Privileges (AMP) program and have no rights pursuant to the Alaska Miles Privileges (AMP) program.

RECORDS AND AUDIT

During the term of the Alaska Miles Privileges (AMP) program and for three years thereafter, each party agrees to keep all usual and proper records and books of account and all usual and proper entries relating to the performance of its obligations hereunder, including but not limited to the monthly reports to be compiled and submitted by Purchaser. During the above-referenced period, each party shall have the right to cause an audit and/or inspection to be made of the applicable records of the other party in order to verify compliance with the terms of the Alaska Miles Privileges (AMP) program. Any party requesting an audit shall be responsible for all reasonable costs related to such audit unless the audit establishes payment or reporting discrepancies of 10% or more in favor of the party requesting the audit. In such case, the cost of the audit will be born by the party audited.

NOTICES

All notices given hereunder to Purchaser or Alaska shall be in writing delivered by hand, US certified mail, overnight carrier service or confirmed facsimile at the addresses or fax numbers indicated in the Alaska Miles Privileges (AMP) program, and will be effective when received.

COOPERATION IN REGULATORY COMPLIANCE

Alaska shall reasonably cooperate with Purchaser with regard to regulatory compliance matters relating to the Alaska Miles Privileges (AMP) program. Such cooperation shall include, but is not limited to responding in good faith to reasonable requests to change or modify the Alaska Miles Privileges (AMP) program as it relates to Purchaser's regulatory compliance. Alaska agrees that the Office of the Comptroller of the Currency ("OCC") or such other financial institution regulator with jurisdiction over Purchaser may examine and regulate Alaska's activities relating to the performance of the Alaska Miles Privileges (AMP) program to the extent such authority is granted under 12 U.S. C. 1867(c). Alaska

shall provide all information reasonably requested by the OCC or other regulator in connection with any such examination and provide reasonable assistance and access to all equipment, records, and systems reasonably requested by the OCC or other regulator. Alaska agrees to comply with all reasonable recommendations that result from such regulatory examinations within reasonable timeframes.

CONFIDENTIALITY

Definition of Confidential Information. Each party agrees that all information supplied by one party and its affiliates and agents (collectively, the “**Disclosing Party**”) to the other (“**Receiving Party**”) including, without limitation, (i) source and object code, prices, trade secrets, mask works, databases, hardware, software, designs and techniques, programs, engine protocols, models, displays and manuals, and the selection, coordination, and arrangement of the contents of such materials and (ii) any unpublished information concerning research activities and plans, customers, marketing or sales plans, sales forecasts or results of marketing efforts, pricing or pricing strategies, costs, operational techniques, strategic plans, and unpublished financial information, including information concerning revenues, profits and profit margins will be deemed confidential and proprietary to the Disclosing Party, regardless of whether such information was disclosed intentionally or unintentionally or marked as “confidential” or “proprietary” (“**Confidential Information**”). Purchaser may use the Alaska name or logo for internal communications to their employees. Any other use of the Alaska name or logo must be approved in writing by Alaska.

Exclusions. Confidential Information will not include any information or material, or any element thereof, to the extent any such information or material, or any element thereof: (a) has previously become or is generally known, unless it has become generally known through a breach of the Alaska Miles Privileges (AMP) program or a similar confidentiality or non-disclosure agreement; (b) was already rightfully known to the Receiving Party prior to being disclosed by or obtained from the Disclosing Party as evidenced by written records kept in the ordinary course of business of or by proof of actual use by the Receiving Party; (c) has been or is hereafter rightfully received by the Receiving Party from a third person (other than the Disclosing Party) without restriction or disclosure and without breach of a duty of confidentiality to the Disclosing Party; or (d) has been independently developed by the Receiving Party without access to Confidential Information of the Disclosing Party. It will be presumed that any Confidential Information in a Receiving Party’s possession is not within exceptions (b), (c) or (d) above, and the burden will be upon the Receiving Party to prove otherwise by records and documentation.

Treatment of Confidential Information. Each party recognizes the importance of the other’s Confidential Information. In particular, each party recognizes and agrees that the Confidential Information of the other is critical to their respective businesses and that neither party would enter into the Alaska Miles Privileges (AMP) program without assurance that such information and the value thereof will be protected as provided in this provision. Accordingly, each party agrees as follows: (a) the Receiving Party will hold any and all Confidential Information it obtains in strictest confidence and will use and permit use of Confidential Information solely for the purposes of the Alaska Miles Privileges (AMP) program. Without limiting the foregoing, the Receiving Party shall use

at least the same degree of care, but no less than reasonable care, to avoid disclosure or use of this Confidential Information as the Receiving Party employs with respect to its own Confidential Information of a like importance; (b) The Receiving Party may disclose or provide access to its responsible employees who have a need to know and may make copies of Confidential Information only to the extent reasonably necessary to carry out its obligations hereunder; (c) The Receiving Party currently has, and in the future will maintain in effect and enforce, rules and policies to protect against access to or use or disclosure of Confidential Information other than in accordance with the Alaska Miles Privileges (AMP) program, including without limitation written instruction to and agreements with employees and agents who are bound by an obligation of confidentiality no less stringent than set forth in this provision to ensure that such employees and agents protect the confidentiality of Confidential Information. The Receiving Party expressly will instruct its employees and agents not to disclose Confidential Information to third parties, including without limitation customers, subcontractors or consultants, without the Disclosing Party's prior written consent; and (d) The Receiving Party will notify the Disclosing Party immediately of any unauthorized disclosure or use, and will cooperate with the Disclosing Party to protect all proprietary rights in and ownership of its Confidential Information.

Compelled Disclosures. To the extent required by applicable law or by lawful order or requirement of a court or governmental authority having competent jurisdiction over the Receiving Party, the Receiving Party may disclose Confidential Information in accordance with such law or order or requirement, subject to the following conditions: As soon as possible after becoming aware of such law, order or requirement and prior to disclosing Confidential Information pursuant thereto, the Receiving Party will so notify the Disclosing Party in writing and, if possible, the Receiving Party will provide the Disclosing Party notice not less than five (5) business days prior to the required disclosure. The Receiving Party will use reasonable efforts not to release Confidential Information pending the outcome of any measures taken by the Disclosing Party to contest, otherwise oppose or seek to limit such disclosure by the Receiving Party and any subsequent disclosure or use of Confidential Information that may result from such disclosure. The Receiving Party will cooperate with and provide assistance to the Disclosing Party regarding such measures. Notwithstanding any such compelled disclosure by the Receiving Party, such compelled disclosure will not otherwise affect the Receiving Party's obligations hereunder with respect to Confidential Information so disclosed.

Return of Confidential Information. On a party's written request or upon expiration or termination of the Alaska Miles Privileges (AMP) program, the other party will promptly: (a) return or destroy, at the requesting party's option, all originals and copies of all documents and materials it has received containing Confidential Information; and (b) deliver or destroy, at the requesting party's option, all originals and copies of all summaries, records, descriptions, modifications, negatives, drawings, adoptions and other documents or materials, whether in writing or in machine-readable form, prepared by the responding party, prepared under its direction, or at its request from the documents and materials referred to in subparagraph (a), and provide a notarized written statement to the requesting party certifying that all documents and materials referred to in subparagraphs (a) and (b) have been delivered to the requesting party or destroyed, as requested by the requesting party.

Non-Exclusive Equitable Remedy. Each party acknowledges and agrees that due to the unique nature of Confidential Information there can be no adequate remedy at law for any breach of its obligations hereunder, that any such breach or threatened breach may allow a party or third parties to unfairly compete with the other party resulting in irreparable harm to such party, and therefore, that upon any such breach or any threat thereof, each party will be entitled to appropriate equitable and injunctive relief from a court of competent jurisdiction without the necessity of proving actual loss, in addition to whatever remedies either of them might have at law or equity before an arbitrator in accordance with the arbitration provision of the Alaska Miles Privileges (AMP) program. Any breach of this provision will constitute a material breach of the Alaska Miles Privileges (AMP) program and be grounds for immediate termination of the Alaska Miles Privileges (AMP) program in the exclusive discretion of the non-breaching Party.

Announcements; Publicity. During the term and at all times after the termination or expiration of the Alaska Miles Privileges (AMP) program, neither party shall make any media release or other public announcement relating to or referring to the Alaska Miles Privileges (AMP) program without the other party's prior written consent.

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 the Alaska Miles Privileges (AMP) program or the breach or alleged breach thereof.

The parties will attempt to settle all Disputes through good faith negotiations. If those attempts fail to resolve the Dispute within 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. The Parties shall be represented at the mediation by representatives having final settlement authority over the matter in dispute.

Any Disputes not finally resolved at the mediation level shall be settled by binding arbitration in accordance with the then current Commercial Arbitration Rules of the American 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 dispute resolution provision. 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 trademarks, 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 provision to the extent necessary to seek preliminary injunctive or other judicial relief in a court of competent jurisdiction.

MISCELLANEOUS

Entire Agreement. These terms and conditions along with the Alaska Miles Privileges (AMP) program contain all of the covenants and agreements between the Parties with respect to the subject matter of the Alaska Miles Privileges (AMP) program, and supersede any and all prior negotiations, representations and agreements, whether written or oral, between the Parties with respect to such subject matter. Each party acknowledges that no representations, inducements, promises or agreements, orally or otherwise have been made by any party. No other agreement, statement or promise not contained in these terms and conditions or the Alaska Miles Privileges (AMP) program, and no changes or modifications to the Alaska Miles Privileges (AMP) program, shall be effective unless it is in writing and signed by both Parties.

Waivers. All waivers hereunder must be made in writing by a duly authorized representative of the party against whom the waiver is to operate, and failure at any time to require the other party's performance of any obligation under the Alaska Miles Privileges (AMP) program shall not affect the right subsequently to require performance of that obligation.

Severability. If any provision of the Alaska Miles Privileges (AMP) program or the application thereof to any persons or circumstances is, to any extent, held invalid or unenforceable by a court of competent jurisdiction, or if the Securities and Exchange Commission or Federal Trade Commission impose any obligations on either party that cause any provision of the Alaska Miles Privileges (AMP) program to be invalid, the remainder of the Alaska Miles Privileges (AMP) program or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable will not be affected thereby to the extent the benefits conferred upon the parties by the Alaska Miles Privileges (AMP) program remain substantially unimpaired, and each provision of the Alaska Miles Privileges (AMP) program will be valid and enforceable to the extent permitted by law. If severability of the provision(s) would materially change the benefits of the Alaska Miles Privileges (AMP) program to either party, the parties shall modify such provision(s) to obtain legal, enforceable and valid provision(s) and provide benefits to the parties that most nearly affect the parties' intent in entering into the Alaska Miles Privileges (AMP) program.

Governing Law. For purposes of enforcing the dispute resolution provisions above, the Alaska Miles Privileges (AMP) program will be governed by and construed and enforced in accordance with the laws of the State of Washington and the parties consent to exclusive jurisdiction and venue in the state and federal courts sitting in King County, Washington. If any party employs attorneys to enforce any rights arising out of or relating to the Alaska Miles Privileges (AMP) program, the substantially prevailing party shall be entitled to recover its costs, including reasonable attorneys' fees.

Damages. 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 the Alaska Miles Privileges (AMP) program, and/or the products or services provided hereunder, and each party hereby releases and waves any claims against the other party regarding such damages.

Assignments. Neither party may assign a right or delegate any performance under the Alaska Miles Privileges (AMP) program without the prior written consent of the other party.

Survival. Each party's obligations under "Confidentiality," "Dispute Resolution" and "Records and Audit," shall survive termination of the Alaska Miles Privileges (AMP) program.