ALASKA AIRLINES EASYBIZ TERMS & CONDITIONS

MEMBERSHIP AVAILABILITY AND RESPONSIBILITIES

To qualify for participation as a member in the Alaska Airlines EasyBiz Mileage Plan ("EasyBiz"), you must (i) be an entity and not an individual (although individuals can participate as employees of members) and (ii) have spent at least \$5,000 or more on Alaska Airlines/Horizon Air travel in the last 15 months. However, in all cases, Alaska Airlines reserves the right to determine an entity's eligibility to participate in EasyBiz and/or establish conditions for specific entity participation.

Unless the context requires otherwise, when referring to "members" herein, we are referring to the entity that is a member of the EasyBiz program, and the not the individual employees of the member. Individual employee travelers who are Alaska Airlines Mileage Plan members continue to earn all individual Mileage Plan benefits (see *Mileage Plan Conditions of Membership*).

There is no fee for enrolling in or for using EasyBiz.

Participation in the Mileage Plan program and redemption of awards are subject to the *Mileage Plan Conditions of Membership*.

EasyBiz members do not qualify for MVP or MVP Gold status in the Mileage Plan (however, individual employees of EasyBiz members do qualify for MVP or MVP Gold status through their individual membership in the Alaska Airlines Mileage Plan).

EasyBiz members are responsible for communicating and ensuring their employee travelers abide by these terms and conditions.

EARNING MILES

EasyBiz members receive one mile for every dollar spent (not on miles flown) on the base fare portion (base fare portion excludes airport and other government-imposed taxes and fees) of airline ticket purchases made through the EasyBiz website for flights on Alaska Airlines, Horizon Air and participating partner airlines. The mileage will be credited to the member's EasyBiz account.

Refunded tickets do not receive mileage credit.

In addition to EasyBiz members receiving mileage in their company accounts, individuals who are Alaska Airlines Mileage Plan members and who are traveling on itineraries booked through EasyBiz continue to receive miles in their individual Mileage Plan accounts based on flown mileage and all other individual Mileage Plan benefits.

EasyBiz members that purchase industry discount tickets (e.g. id50, id60 and id75 tickets) do not earn miles in their EasyBiz Mileage Plan accounts for money spent on such tickets. Furthermore, individual employees traveling on industry discount tickets purchased through EasyBiz do not earn miles in their individual Mileage Plan accounts for such flights.

EMPLOYEE PARTICIPATION

Only employees who have been granted access to EasyBiz by the EasyBiz Administrator (see below) may book travel through EasyBiz.

Members may have an unlimited number of employee users.

Upon request, members agree to provide written verification of employment for traveling employees.

Employee travelers who are Mileage Plan members continue to earn all individual Mileage Plan benefits, including qualifying for MVP or MVP Gold status.

Employee travelers who are MVP Gold and MVP customers may request Mileage Plan complimentary upgrades when booking through EasyBiz.

REDEMPTION AND USE OF MILES FROM A MEMBER'S EASYBIZ ACCOUNT

Only the EasyBiz Administrator is authorized to redeem miles from a member's EasyBiz account for award travel. Award travel must be on Alaska Airlines, Horizon Air or any of Alaska's participating partners in accordance with the Alaska Airlines Mileage Plan.

Members may use the travel awards as incentives or awards for its employees or customers or can apply them toward future business travel. EasyBiz members that are ARC/IATA travel agencies may only use travel awards as incentives or awards for their employees (not for their customers). ARC/IATA travel agencies that use incentives or awards for their customers shall be charged full fares (Y class) for all incentives or awards issued in the previous year unless the ARC/IATA travel agent provides satisfactory proof that the award was provided to an employee. Miles in a member's EasyBiz account cannot be combined with the miles in any other account nor can they be transferred. ARC/IATA travel agencies are prohibited from creating billable passive segments in a global distribution system on segments ticketed through EasyBiz.

EASYBIZ ADMINISTRATOR

Each EasyBiz member shall appoint an administrator ("EasyBiz Administrator") who, among other things, is authorized to (i) invite new employee travelers to participate, (ii) approve employees' access to EasyBiz once the employee has accepted the invitation, and (iii) remove employees' access to EasyBiz.

Members may also appoint an alternate EasyBiz Administrator ("Alternate Administrator"). References to the EasyBiz Administrator in these terms and conditions shall include the Alternate Administrator.

The EasyBiz Administrator must be an active employee of the member.

A member may change its EasyBiz Administrator by notifying Alaska Airlines at easybiz@alaskaair.com.

Only the EasyBiz Administrator may access the "EasyBiz Administration" and "Company Mileage Plan" sections of the EasyBiz website. In addition, only the EasyBiz Administrator and persons

authorized by the EasyBiz Administrator may view the "Ticket Report" feature of the "Company Mileage Plan" section.

The EasyBiz Administrator may choose to store credit card information, billing information or no information at all on the EasyBiz website.

For account questions and/or award redemption, the EasyBiz Administrator may call EasyBiz toll-free at 1-877-342-5695, Monday through Friday, between 8:00 a.m. and 6:00 p.m. (PT).

CHANGES, INACTIVITY AND TERMINATION

Alaska Airlines reserves the right to change these terms and conditions and all other terms applicable to EasyBiz without notice. Any and all changes in the terms or conditions are retroactive and are applied to all previously accumulated mileage. Alaska Airlines will update these terms and conditions with any amendments on the EasyBiz website, but may not otherwise give EasyBiz members specific notice of such changes.

Alaska Airlines also reserves the right to suspend or cancel a member's EasyBiz account for any other reason, including account inactivity. Mileage from cancelled or suspended accounts cannot be redeemed for awards.

Alaska Airlines reserves the right to audit EasyBiz accounts at any time and without notice to the member to ensure compliance with these terms and conditions. In the event that an audit reveals discrepancies or violations, EasyBiz accounts may be suspended until the discrepancies or violations are resolved to Alaska Airlines' satisfaction. Alaska Airlines reserves the right to terminate the membership and/or suspend access to the account of any member at any time for any reason it deems appropriate, including account inactivity.

In the event an EasyBiz member violates these terms and conditions, perpetrates a fraudulent or deceitful act against Alaska Airlines, any of its partners or any of its customers, or engages in behavior offensive to Alaska Airlines' employees, partners or customers, Alaska Airlines may, without notice and in its sole discretion, suspend the member's account; terminate membership in the program; cancel all previously accumulated mileage; refuse to transport on a temporary or permanent basis; and/or confiscate any certificates or tickets previously issued. Reinstatements are subject to an administrative fee, if Alaska Airlines elects to reinstate the account. Alaska Airlines reserves its right to seek all available damages at law and in equity that may result from a member's violation of these terms and conditions.

Alaska Airlines reserves the right to terminate EasyBiz with 90 days notice as published on the EasyBiz website. Thereafter, members will have 12 months from the date of termination to redeem any miles in their EasyBiz account.

LOGOS, TRADEMARKS AND COPYRIGHTS

Members may not use the name, trademarks, logos or copyrights of Alaska Airlines (including but not limited to: Alaska Air Group, Alaska Airlines, Horizon Air, or any variations thereof) in its sales promotion, advertising, press releases or any other publications or public disclosure without Alaska's explicit written permission, except as required by law.

GOVERNING LAW

These terms and conditions and all matters arising out of or relating to EasyBiz shall be interpreted and enforced under the laws of the state of Washington without regard to its choice of law rules and principles.

NO CONSEQUENTIAL DAMAGES

NEITHER PARTY WILL IN NO EVENT SHALL ALASKA AIRLINES, ITS AFFILIATES, OR THEIR RESPECTIVE OFFICERS, DIRECTORS AND EMPLOYEES 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 EASYBIZ, AND MEMBERS HEREBY RELEASE AND WAIVE ANY CLAIMS AGAINST ALASKA AIRLINES, ITS AFFILIATES, AND ITS RESPECTIVE OFFICERS, DIRECTORS AND EMPLOYEES REGARDING SUCH DAMAGES.

JURISDICTION AND EXCLUSIVE VENUE

Any action or judicial proceedings instituted hereunder 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. Each member 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.

NOTICES

All notices given or made in respect of these terms and conditions must be in writing (including fax or email communication) and will be effective on the first business day received (if received before 5:00 p.m.). In the case of notices to member, such notices will be addressed to the EasyBiz Administrator unless Alaska Airlines is otherwise notified. Notices to Alaska Airlines shall be sent to 19300 International Blvd., Seattle, WA 98188, Attention: General Counsel. 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 Agreement.

SEVERABILITY

If any provision of these terms and conditions shall be deemed to be invalid, illegal or unenforceable, the remaining provisions shall remain in full force and effect.

OBLIGATION OF CONFIDENTIALITY

Except as otherwise required by law, ARC/IATA travel agencies and their employees, officers, directors and agents shall not disclose to any third party specific provisions of the EasyBiz Mileage Plan Agreement, or any Confidential Information. "Confidential Information" means information relating directly to Alaska Airlines' business and that of its affiliated companies and subsidiaries, whether communicated in writing, orally, electronically or by other means, including, without limitation, products, customer lists and other customer information, pricing policies, employment records and

policies, operational methods, marketing plans and strategies, product development techniques or plans, business acquisition plans, new personnel acquisition plans, methods of manufacture, technical processes, artwork, logos, trademarks, designs and design projects, inventions and research programs, trade "know-how", trade secrets, specific software, algorithms, computer processing systems, object and source codes, user manuals, systems documentation, and other business affairs of Alaska or its affiliated companies and subsidiaries.