

Exhibit P
To
General Terms Agreement (074-8433-405)

SITUATIONAL AWARENESS CONTENT AGREEMENT, SUBSCRIPTION SERVICE LICENSE AND SUPPORT

1. SITUATIONAL AWARENESS CONTENT – DATABASES

The databases have been developed to meet the need for current aviation information in a computer compatible form required for modern air situational awareness equipment used under instrument and visual flight conditions. The databases are designed for use by experienced and knowledgeable pilots who must be thoroughly familiar with and competent in the navigation of aircraft and the situational awareness equipment being used. While the databases have been processed in accordance with the industry recommended standard DO-200A, these databases may contain only a subset of the available data and may not contain all obstacle and terrain data existing worldwide. Buyer should make no assumption otherwise. The databases will not contain all information necessary to independently conduct instrument or visual flight procedures.

2. TERM AND TERMINATION

The term of this Agreement shall commence on the date executed on the Flight Information Systems General Terms Agreement (074-8433-405) and continue for an initial period of one (1) year unless earlier terminated in accordance with this Agreement. Thereafter, this Agreement shall automatically renew for successive one (1) year periods.

(A) Buyer may terminate this Agreement for convenience with written notice thirty (30) days prior to the anniversary date of the renewal at no additional cost to Buyer. (B) Should Buyer terminate the Agreement for convenience at any time other than provided in Section 2(A) and Section 2(C), Buyer shall not receive any monies in a refund and/or credit for any unused portion of the cancelled subscription. (C) Either Rockwell Collins or Buyer can terminate this Agreement should any party materially fail to perform or observe any covenant, condition or agreement to be performed or observed and such failure is not corrected or diligently prosecuted within thirty (30) days after written notice thereof. (D) Upon termination of this Agreement for any reason and at any time whatsoever, the licenses granted shall immediately terminate and Buyer shall cease to have any rights or licenses whatsoever to use the Databases.

3. PAYMENT TERMS.

Seller reserves the right to require payment in advance of service delivery or shipment or to ship C.O.D. In the event Buyer fails to pay any invoice when due, in addition to any other right reserved hereunder, Seller reserves the right to suspend or limit performance until all past due sums are paid. Further, Seller reserves the right to charge interest at the rate of one and one half percent (1.5%) per month, or the maximum rate permitted by law, whichever rate is lower, on any unpaid balance owing by Buyer from the date due until the date paid. Subscription service fees shall be invoiced in one (1) year increments in advance of the service.

4. LICENSE GRANT.

Rockwell Collins grants to Buyer a term, worldwide, nonexclusive, nontransferable license to use the databases solely in or with Rockwell Collins equipment. The right to use for these databases is granted on a per aircraft basis which requires a separate, individual subscription for every aircraft. Buyer agrees not to rent, lease, lend, upload to or host on any website or server, sell, redistribute, sublicense, copy, transfer, modify, disassemble, or reverse engineer the database or to permit others to do so. The databases are and shall remain the sole and exclusive property of Rockwell Collins or Rockwell Collins providers. Except for the limited license rights expressly set forth in this Agreement, Rockwell Collins and its suppliers reserve all rights in and to the Databases and Documentation including title, ownership, and intellectual property rights.

5. SHIPMENT For electronic delivery – see link for the Rockwell Collins website:

http://www.rockwellcollins.com/Services_and_Support/Database_and_Software_Updates/Navigation_Databases.aspx

For physical media delivery shall be DAT (INCOTERM 2010) Buyers facility.

6. SUBSCRIPTION SERVICES AND WARRANTY. The Databases and its associated media provided hereunder are subject to the following warranty. (A) Rockwell Collins warrants that the Product and Data delivered will substantially provide the functions set forth in the applicable specification (absent a specification, as described in the applicable Service Bulletin). Rockwell Collins sole obligation under this warranty with respect to a claim asserted shall be limited to use by Rockwell Collins of its best efforts to correct any errors in the next update cycle. (B) Rockwell Collins warrants the host media used to deliver the Product and Data, if any, only within the twenty-eight (28) day period for which the host media is produced and is effective. Rockwell Collins will, at its sole discretion and without charge, replace any host media which is defective as to design, workmanship or material and which is returned to Rockwell Collins, transportation prepaid; provided that: (i) written notice of the claimed defect is provided to Rockwell Collins prior to the expiration of the twenty-eight (28) day period for which the host media is produced and is effective; (ii) the host media has not been exposed to any condition in excess of those published within the specification; (iii) the host media has not undergone any improper installation or corruption; (iv) the media has not been altered, repaired, or attempted to be repaired by Buyer or anybody else.

DATABASES CONTENT WARRANTY - ROCKWELL COLLINS MAKES NO WARRANTY, WHETHER EXPRESS OR IMPLIED, WRITTEN OR ORAL, AS TO THE ACCURACY OF THE SOURCE MATERIAL OR THE RESULTANT DATABASE.

NO OTHER WARRANTIES, EXPRESSED, IMPLIED, OR STATUTORY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE SHALL BE APPLICABLE TO ANY SERVICE, DATA AND/OR PRODUCT DELIVERED HEREUNDER, AND THE FOREGOING SHALL CONSTITUTE THE BUYER'S SOLE RIGHT AND REMEDY. NEITHER ROCKWELL COLLINS NOR ANY OF ITS SUPPLIERS SHALL HAVE ANY LIABILITY WHATSOEVER FOR ANY OF BUYER SPECIFIC TAILORED DATA.

7. SUPPORT SERVICE. Rockwell Collins will provide Support for the Database as part of the Subscription Service. The scope of the Support Services is limited as described below. (1) Rockwell Collins will provide telephone call-in help line support during Rockwell Collins business hours, 7:30AM – 4:30PM, Central Standard Time. (2) As part of Support for the Databases except to the extent expressly stated to the contrary, none of the following are included in Support: (i) Diagnosis or support of equipment or data other than the Databases, including without limitation systems interfacing with the Databases; (ii) Support of Supported Products used in breach of applicable license restrictions or contrary to capacity and other use limitations under which the Product was licensed by the manufacturer; (vi) Support of Supported Products that have had their serial numbers altered, defaced or deleted; (v) Database loading issues, which should be directed to AgustaWestland Customer Support and Services through the AW Customer Portal (<https://leonardo.agustawestland.com/>). (3) Rockwell Collins will notify Buyer upon availability of updated databases, approximately twenty-eight (28) update cycle, or as required.

8. The terms of this Exhibit are supplemental to the terms stated in the Rockwell Collins General Terms Agreement (074-8433-405).