

Exhibit E

To

General Terms Agreement (074-8433-405) or (074-8434-140)

Electronic Checklist Management Tool (ECMT)

1. Definitions

Capitalized terms used in this License shall have the meanings specified herein.

"Aircraft" means the aircraft which is supported by the CASE Application as indicated on the CASE registration form.

"CASE" means Configurable Avionics System Environment.

"CASE Application" means the following Internet-based application(s): Tools available for Licensor's Electronic Checklist (ECL) product line:

- a. Electronic Checklist Management Tool (ECMT) - (Work Product):

"Documentation" means all manuals, and other printed or written information to describe or explain the Licensed Material, its use or operation.

"Licensed Material" means all content included in the CASE Application, including all resultant data and predictive analyses generated by the CASE Application, specifically excluding and independent of Licensee Data.

"Licensee or Buyer" means the company which the CASE applicant represents as indicated on the CASE registration form.

"Licensee Data" means data entered by Licensee into the CASE Application.

"Licensor or Seller" shall mean Rockwell Collins, Inc., a state of Delaware USA corporation, with its principal place of business at 400 Collins Road NE, Cedar Rapids IA 52498-0505 USA.

"Parties" shall mean Licensee and Licensor referred to collectively.

"Party" means either Licensee or Licensor in the singular context.

2. Access Licensor's Computing System

Licensee shall request access to Licensor's computing system for each user by submitting the form set forth in the Configurable Avionics System Environment (CASE) Application Registration Form. The right to use this Work Product is granted on a per user basis which requires a separate, individual license for each and every user. Upon completion of all security verifications, Licensor will provide security credentials to each Licensee user. Licensor's computing system is considered Proprietary Information and is subject to terms of this License. Licensor reserves the right to deny or terminate Licensee's access to Licensor's computing system at any time.

3. Grant of License

- a. *Licensor's Grant:* Licensor hereby grants Licensee a limited, worldwide, revocable, non-transferable, non-assignable, non-exclusive license to use the Licensed Material for the design, development, and operational activities in support of the Aircraft.
- b. *Licensee's Grant:* Licensee hereby grants Licensor a limited, worldwide, revocable, non-transferable, non-assignable, non-exclusive, royalty-free license to use the Licensee Data. Notwithstanding the foregoing, Licensee grants Licensor the right and to provide Licensee Data to the Aircraft manufacture for analysis purposes.

4. Support

Customary updates, and revisions and general technical assistance of the CASE Application will be made available to Licensee at no charge during the term stated in Article 5, "Term", if applicable. Any unique Licensee-requested support shall be subject to commercial agreement, to be separately negotiated by the Parties.

5. Term

The term of this Agreement shall commence on the date executed below 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.

The terms of this Exhibit are supplemental to the terms stated in the Rockwell Collins General Terms Agreement (074-8433-405) or (074-8434-140). In the event of any conflict between the terms of this Exhibit and the terms of the General Terms Agreement, the terms of this Exhibit shall govern.