

AGREEMENT FOR FLIGHT PLANNING AND EFB SYSTEM SERVICES

This Agreement ("Agreement") is entered into on September 15, 2025, by and between:

- AZAERO LLC, a company incorporated in Dubai, United Arab Emirates, with its registered office at Deira el Khessibi, Office 9-324, Dubai, UAE ("Provider"),
- Syrian Airlines, with its principal office at P.O. Box 417, Al-Mohafazeh Square, Damascus, SYRIAN ARAB REPUBLIC ("Customer").

Together referred to as the "Parties."

1. Purpose

Provider agrees to supply Customer with access to its Flight Planning System and Electronic Flight Bag (EFB) solution for use in Customer's commercial flight operations, subject to the terms and conditions set forth herein.

2. Scope of Services

2.1 Provider will deliver the following:

- Flight planning, route optimization, weather briefing, NOTAM integration, fuel calculations, and regulatory flight packages.
- EFB solution with modules for weight & balance.
- Back office System configuration for system administration including Auto Dispatch service.
- Training for pilots, dispatchers, and operational staff.
- 24/7 technical support.

2.2 Optional services may include system integration with OCC/crew management systems and additional regulatory support.

3. User Acceptance Testing (UAT)

Customer shall conduct a User Acceptance Testing (UAT) period of at least four (4) weeks, running the system in parallel with its existing solution.

UAT completion shall be documented and signed off by both Parties prior to the official Go-Live Date.

4. Post Go-Live Change Requests

For the first six (6) months after Go-Live, any change requests evaluated as feasible by AZAERO LLC will be implemented free of charge.

After this period, change requests will be charged according to AZAERO's standard rate card.

5. Responsibilities

- Provider shall ensure system uptime $\geq 99.5\%$, maintain compliance with Local regulation and ICAO standards, provide updates, bug fixes, and 24/7 support.
- Customer shall provide accurate fleet data, operational parameters, and procure hardware (e.g., tablets) unless otherwise agreed.

6. Fees & Payment Terms

~~One-time setup and implementation fee: € 7500.~~

- Flight planning service including auto dispatch: € 650 per A/C + €500 subscription fees per Month
- EFB including backoffice software: € 280 per A/C + ~~€450 subscription fees~~ per Month
- Loadsheet solution : € 170 per A/C per Month

- the Total offer for 4 Aircrafts (A320) €4900 per Month

- Initial payment is due within 3 days after Go-Live Date.
- Thereafter, monthly subscription payments are due on the first of each calendar month in advance.
- **If payment is delayed more than six (6) weeks, Provider reserves the right to suspend services until payment is settled.**

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The Parties agree that the Fees under this Agreement shall be subject to annual adjustment to account for inflation. The adjustment shall be based on the Consumer Price Index (CPI) as published by the Dubai Statistics Center (or any successor entity).

The adjustment will be calculated on the 1st of January of each year. The revised Fees shall be determined by multiplying the current Fees by a fraction, the numerator of which is the most recently published CPI at the time of adjustment, and the denominator of which is the CPI published at the Effective Date (or at the last adjustment date, if applicable).

If the Dubai Statistics Center CPI is no longer published, discontinued, or substantially modified, the Parties shall agree in good faith to adopt an alternative, comparable and reliable index (such as the UAE Federal Competitiveness and Statistics Authority CPI or another internationally recognized inflation index).

7. Licensing & Ownership

Provider grants Customer a non-exclusive, non-transferable license to use the system during the Agreement term.

Intellectual property and system ownership remain with Provider.

8. Liability & Indemnity

Provider's liability is limited to direct damages not exceeding the total fees paid by Customer in the preceding 12 months.

Customer remains solely responsible for operational safety and regulatory approvals.

9. Term & Termination

Initial term: [3 years] from Effective Date, renewable by written agreement.

Either party may terminate with 90 days' notice.

Immediate termination permitted in cases of material breach or regulatory non-compliance.

10. Governing Law & Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of Dubai, United Arab Emirates, and disputes shall be subject to the jurisdiction of Dubai courts.

11. Signatures

For AZAERO LLC (Provider):

Name: Prof. Dipl.-Ing. Zied Hamdi

Title: CEO

Date: _____

For Syrian Airlines (Customer)

Name: _____

Title: _____

Date: _____