

This is an interactive agreement

Please fill in, download and sign

Registration for service activation of Maritime Mobile Earth Station

All sections are to be completed by all customers

PSA use only code

3 0 6 9

Application number: _____

Date: ddmmyy: _____

Customer's reference number _____

Please write in block capitals

1. Your details PLEASE NOTIFY YOUR PSA IF ANY OF THESE DETAILS CHANGE OR YOU ARE NO LONGER THE OWNER OF THE EQUIPMENT. (THIS IS A LEGAL REQUIREMENT AS STATED IN THE INMARSAT TERMS AND CONDITIONS WHICH ARE ATTACHED TO THIS SARF)

Your name or the name of your organisation _____

Address: _____

Town/city: _____ State/province: _____

Post/ZIP code: _____ Country: _____

Telephone + Country code () Area code () Telephone number ()

Facsimile + Country Code () Area code () Facsimile number ()

Email address: _____

Contact person: _____

Title: _____ Department: _____

What is their telephone number and/or extension? + Country code () Area code () Telephone number ()

2. Paying the bill PLEASE NOTIFY YOUR PSA URGENTLY IF YOU CHANGE YOUR BILLING ENTITY (AA or ISP.) (THIS IS A LEGAL REQUIREMENT AS STATED IN THE INMARSAT TERMS AND CONDITIONS WHICH ARE ATTACHED TO THE SARF)

Note: ALL MARITIME MESs that are part of GMDSS installations MUST have an Accounting Authority as the billing entity,

Is the MES part of a GMDSS installation? Yes No

If YES, enter the Accounting Authority Code (AAIC): D K 0 4

If the Code is unknown, enter the name of the AA: _____

If NO, have you arranged payment of calls for this MES through (tick one)

(a) Accounting Authority (AA) (b) Inmarsat Service Provider (ISP)

Enter ISP or AA Code: _____

If the Code is unknown enter the name of the ISP or AA: _____

3. What type of Mobile Earth Station (MES) are you registering?

NOTE: If the terminal is activated as **Maritime Fixed** and placed on a vessel, you could be **Endangering Lives At Sea.**

Environment usage

Maritime
Maritime Fixed

The System

Inmarsat-C/mini C

What will be the primary use of the MES?

Trading Yachts
 Passenger/Cruise Other (IMO Number Mandatory)
 Offshore Other (IMO Number NOT Mandatory)
 Government please specify _____
 Fishing

What will be the country of registry of this MES? _____

Mobile Earth Station (MES) manufacturer _____

Mobile Earth Station (MES) model _____

4. What services are you applying for?

Inmarsat-C

Enter your Inmarsat Normal-C Serial number if more divide with comma

OR...Enter Inmarsat Serial Number (ISN) for Mini-C

4

4

4

Privacy

Telex answerback

PSA use only do not write in below field.
Inmarsat Mobile number

4

4

4

5. Distress and safety /Emergency Contact Details

ONLY MARITIME MES USERS MUST COMPLETE THIS SECTION

Who should we contact? Name:

Address:

Town/city:

State/province:

Post/ZIP code:

Country:

Telephone + Country code ()

Area code () Telephone number ()

Facsimile + Country Code () Area code () Facsimile number ()

Alternative 24 hour emergency telephone + Country code () Area code () Telephone number ()

Email address:

6. To be completed for Maritime Mobile Earth Stations (MES) only

What is the name of the vessel?

*In which country is the vessel registered?

MMSI

Type of vessel

IMO No.

Call sign

Gross Tonnage

Capacity for persons on board (passengers and crew)

* If the vessel is unregistered, enter the Country where the MES is to be licensed.

7. Certification and agreement

a) To be signed by the AA/ISP

Accepts the above Account. (Enter AA/ISP Code)

AA/ISP Signature:

b) To be signed by the applicant:

I _____
Capital letters and a signature

the owner, have read, **signed (Article 8)** and agree to comply with the 'Terms and Conditions for the use of the Inmarsat space segment', in particular with all applicable national laws and regulations relating to the use of Inmarsat Mobile Terminals

Date: _____

**TERMS AND CONDITIONS FOR THE UTILIZATION OF THE
INMARSAT SPACE SEGMENT BY SHIP EARTH STATIONS
AND LAND MOBILE EARTH STATIONS INCLUDING AERO-C & AERO MINI-M**

**Article 1
Scope of Terms and Conditions**

- (A) These Terms and Conditions shall apply to the authorization between Inmarsat Limited ("the Company") and the Owner or Licensee of the Mobile Earth Station ("MES") ("the MES Owner") described in the applicable Service Activation Registration Form ("SARF"), with respect to the utilization of the Inmarsat space segment by the MES.
- (B) For the purpose of these Terms and Conditions:
- (1) "SARF" means an application made by the MES Owner for utilization of the Inmarsat space segment;
 - (2) "Point of Service Activation (PSA)" means the entity responsible for processing the SARF.
- (C) The MES Owner shall ensure that any operator or user of the MES ("the MES Operator") is informed of and complies with these Terms and Conditions, as far as applicable, at all times.

**Article 2
MES Performance, Criteria and Operations**

- (A) Authorization Subject to Compliance with Technical, Operating and Other Requirements
- (1) Throughout its utilization of the Inmarsat space segment, the MES shall comply with the criteria and performance standards to which it was type-approved, and the MES Owner and Operator shall comply with the operating procedures notified by the Company to the MES Owner and MES Operator at any time or times.
 - (2) The MES shall be used exclusively for peaceful purposes.
 - (3) The MES Owner shall notify the PSA promptly of any change in the Accounting Authority or Inmarsat Service Provider (ISP) or other billing entity, as specified in the SARF.
 - (4) The authorization to utilize the Inmarsat space segment shall be conditional upon compliance with this Article 2. The MES Owner and Operator shall not utilize the Inmarsat space segment in a manner contrary to the environmental usage and distress and safety conditions specified in the SARF or contrary to these Terms and Conditions, without the prior written consent of the Company.
- (B) Sanctions in the Case of Non-compliance
- (1) The Company shall be entitled, at any time or times, and with immediate effect, unilaterally to modify, restrict, suspend or terminate, temporarily or permanently, the authorization by notification to the MES Owner and the MES Operator, if the Company deems the MES or the MES Owner or the MES Operator to not so comply, or to practise a utilization not so authorized, no matter what the cause or causes of such non-compliance or practice.
 - (2) The Company shall also send a copy of the notification to the PSA.
 - (3) Unless the authorization has been terminated, the Company shall lift such modification, restriction or suspension, if it is demonstrated to the Company's satisfaction that compliance has been resumed and will be maintained, or that such unauthorized practice has been and will be discontinued by the MES Owner or MES Operator.
- (C) Suspension and Termination in Special Circumstances
- (1) The authorization shall be deemed to be suspended during any period in which persistent malfunction or any operation of the MES that degrades the performance of the Inmarsat space segment occurs.
 - (2) The authorization shall be deemed to be terminated if any one of the following circumstances occurs:

a) any change in the information contained in the SARF which would require a change in MES identity;

(b) significant modification or change to the MES;

(c) in the case of a ship earth station (SES), removal of the SES from the ship on which it has been authorized to operate.

(3) The MES Owner or MES Operator, as the case may be, shall notify the Company promptly in writing via the PSA of the events specified in paragraphs (1) and (2) above.

(D) Suspension for Non-Payment of Accounts and Other Causes

(1) Without prejudice to any of the other remedies and provisions of these Terms and Conditions or at law, the Company and any or all of the land earth station (LES) Operators in the Inmarsat system may, individually or jointly, suspend the authorization due to non-payment of accounts for the telecommunications services provided by the LESs, unauthorized use of the MES, loss or theft of the MES, fraudulent use of or by the MES, other non-compliance with these Terms and Conditions, insolvency of the MES Owner or MES Operator or their designated entity responsible for payment of accounts, or any other reason established under the Company's Barring Procedures in force at the relevant time.

(2) Upon being satisfied that the causes of the suspension have been remedied, the Company and the LES Operators may lift the suspension.

(3) In the case of a ship earth station, the suspension shall not restrict an MES from transmitting a distress alert and distress priority message. The Company and the LES Operator shall use reasonable efforts to restore access to the space segment for subsequent safety communications associated with the distress situation.

(4) In connection with the administration of the Company's Barring Procedures, the Company and the LES Operators may share information about the status of the MES with each other, with Nominated Barring Authorities designated by LES Operators and, in the case of SESs, with Maritime Inspection Agencies.

(E) Compliance with National and International Regulations

In utilizing the Inmarsat space segment, the MES Owner and MES Operator shall comply with all applicable national laws and regulations governing the use of radio communications in the territorial sea, the ports, or national territory of any State in which the MES is located at any time, and any other applicable national or international laws and regulations and the MES Owner shall indemnify the Company and any LES Operator concerned against any loss incurred by them as a result of any non-compliance with this paragraph. The Company shall hold the benefit of this indemnity as trustee for any such LES Operator.

Article 3 Financial Obligations

The establishment of charges for the telecommunications services provided by the land earth stations (LESs) is the prerogative of the owner and/or operator of the LES. All accounts for telecommunications services via the LESs must be paid by the MES Owner without delay. In the event of delayed payment the Company and the LES Operators concerned may discontinue telecommunications services for the MES in default, except for the exchange of distress traffic, in accordance with Article 2(D) (3) above. If an LES Operator is unable to collect charges from the Accounting Authority, ISP or other billing entity specified in the SARF, personal and corporate details of the MES Owner or Operator may be disclosed to the LES Operator for the purposes of debt collection.

Article 4
Telecommunications Disclaimer

- (A) This Article applies to the Company for itself and as trustee for the benefit of the lessors, manufacturers, or other providers of the Inmarsat space segment; the owners or operators of LESs; and the directors, officers, employees, agents or assignees, of any of them ("the other indemnities").
- (B) Subject to paragraph (D) below, neither the Company nor any of the other indemnities shall be liable for any claims attributable to any unavailability, delay, interruption, disruption or degradation in or of the Inmarsat space segment capacity; modification, restriction, suspension or termination of the authorization in accordance with Article 2(D)(1) above; failure to restore access in accordance with Article 2(D)(2) and (3) above; or sharing of information about the status of the MES in accordance with Article 2(D)(4) or Article 3 above regardless of the cause or causes thereof. Such waiver of claims shall also extend to any direct or consequential loss, damage, liability or expense, loss of revenue or business harm of any kind.
- (C) The MES Owner agrees to indemnify the Company and the other indemnities and hold them harmless from any claims that might be made by the MES Operator or any other entity or person, attributable to any of the causes referred to in paragraph (B) above.
- (D) Nothing in this Article 4 shall exclude or limit liability for death or personal injury in any jurisdiction where, as a matter of law, such liability cannot be excluded or limited.

Article 5
Language and Communications

- (A) These terms and conditions and all documentation and communications required thereunder shall be in the English language.
- (B) All communications pertinent to the authorization or to these Terms and Conditions shall be made or confirmed by telex, facsimile, data transmission or other written or electronic form. Communications by Inmarsat the Company to the MES Owner and the PSA shall be sent to its their last known address, and communications to the MES Operator shall be sent to via the MES.

Article 6
The Current IMO Number System and Activation of SatComms Terminals

The Diplomatic Conference on Maritime Security adopted a number of measures in December 2002 which were aimed at enhancing ship security and port facilities. These included a regulation requiring IMO ship identification numbers - made of the three letters "IMO" followed by the seven-digit number which are assigned to all regulated ships by the Lloyd's Register Fairplay upon construction - to be permanently marked in a visible place, either on a ship's hull or superstructure (and on a surface visible from the air for all passenger vessels).

IMO numbers are applicable to all propelled, sea-going merchant ships of 100 Gross Tons and above with the exception of (a) vessels solely engaged in fishing; (b) ships without mechanical means of propulsion; (c) pleasure yachts; (d) ships engaged on special service; (e) hopper barges; (f) hydrofoils, air cushion vehicles; (g) floating docks and structures classified in a similar manner; (h) ships of war and troopships; and (i) wooden ships.

In line with its commitment to promoting SOLAS efforts, Inmarsat confirms that the registration of a vessel's IMO number with Inmarsat shall remain a key requirement for the activation of all maritime satellite communications terminals. The benefits of this are numerous and obvious, and include enabling rescue coordination centres to positively identify a vessel in distress.

It shall still be possible to enter an IMO number now in the IMO field within the ESAS database, even if the vessel definition as explained above does not require it. Upon entering the number, the format of same shall be automatically screened to safeguard against invalid IMO numbers being used

Vessels Excluded from Requirement to Carry IMO Numbers

Vessels that are excluded from the SOLAS requirements to carry IMO numbers shall still be entitled to have their terminals activated. To this end, Point of Service Activators (“PSAs”) are directed to the option called “Other (IMO Number NOT Mandatory)” located in the Market Category drop down list within the ESAS 2000 Activation option.

Please note that, upon accepting the Terms and Conditions stated on the SARF form, and by ticking the Terms and Conditions “Accept” box provided at the end of an ESAS 2000 terminal activation request, PSAs shall be deemed to assume full responsibility for ensuring that the use of the “Other (IMO Number NOT Mandatory)” is valid. Use of the “Other (IMO Number NOT Mandatory)” procedure requires written confirmation from the relevant authority that the vessel in question has indeed not been issued with an IMO number. In no event shall Inmarsat, its directors, employees, agents, affiliates, successors or assigns be liable for any direct, indirect, incidental, special, exemplary or consequential damages; or losses, liabilities, costs, penalties, fines or expenses (including, without limitation, legal expenses), however caused, and on any theory of liability, whether in contract or tort (including, without limitation, negligence) arising in any way from the negligent, reckless or fraudulent use or misuse of the terminal activation process, save always that Inmarsat does not seek to limit its liability for death or personal injury resulting from its own negligence, or that of its employees or agents, or for any other liability the exclusion or limitation of which is not permitted by English law.

We would like to take this opportunity to again reiterate that in the event that there is loss of life at sea and it is subsequently found that incorrect or incomplete activation data in ESAS has been a contributory cause, maritime accident investigations may seek to lay blame on the entity that has input the incorrect or incomplete activation information. **Inmarsat relies on PSA’s to ensure that such information is accurate and complete** and we ask that PSAs take the utmost care in disclosing and accurately documenting this critical information.

Article 7 Amendments

The terms and conditions as herein stated are subject to amendment by the Company such amendment to become effective upon the date specified by the Company but not less than thirty (30) days after the date of notification of the amendment to the MES Owner, the MES Operator and the PSA.

Article 8 Certification and Agreement

By signing this document I confirm that all the information provided above is true and accurate to the best of my knowledge.

I the owner have read and agree to comply with the above Inmarsat “Terms and Conditions”.

Name (Print) _____

Signed: _____

Date: _____

Relevant Inmarsat Mobile Number/s _____
(To be entered by the PSA)