



Application for service activation of Inmarsat Maritime Mobile Earth Station

Please fax completed form to 1 800 303 701 (+61 2 8208 7340)

E-Mail: activations@satcomms.com.au

SatComms Activations Call 1 300 732517 (+61 7 5439 1888)

Sections 1-5 & 7 are to be completed by all customers

Tick Boxes as appropriate. Please write in block capitals.

SCA Dealer Code				
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Date dd/mm/yyyy

1.1 CUSTOMER INFORMATION (ALL applicants to complete)

Your name (or the name of your organisation): _____

Address: _____

Town/city: _____ State/province: _____

Post/ZIP code: _____ Country: _____

Telephone () _____ Mobile () _____

Facsimile () _____

E-mail address: _____

Contact person: _____

Contact's telephone number and/or extension? () _____

Already a Sat Comms Australia customer? Yes No If Yes, please quote customer code: _____

1.2 BUSINESS APPLICANTS (Individual Applicants – Go to Section 1.3)

Is the company registered in Australia? Yes No ABN: _____ ACN: _____

Registered Office (*If different from above*): _____

Nature of Business: _____ Years Established: _____

Directors' Details (*if applicable*)

Name:	Residential Address:	Date of Birth:	Driver's Lic/Passport #
1. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____

Trade References

Name:	Address:	Telephone:	Facsimile:
1. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____



1.3 INDIVIDUAL APPLICANTS

Are you an Australian Resident for Tax Purposes? Yes No

Residential Address (if different to above):

Time at Address: If less than 3 Years, previous address:

Date Of Birth: Occupation:

Employer: Employer's Telephone:

Driver's Licence/Passport Number:

1.4 ACCOUNT PAYMENT OPTIONS

Credit Card Payment Option: Yes No (if No, please complete Trade References - section 1.2)

I authorise SatComms Australia to debit my credit card for all charges incurred relating to this Inmarsat Service

Card Type: VISA M/CARD AMEX

Card Number: Expiry Date (mm/yyyy):

Cardholder Name: Signature:

*CCV (Credit Card Verification) Number:

Cardholder Identification: Driver's Licence Passport Country of Issue: #:

** Note – SatComms Australia has implemented a surcharge on payments via credit cards. For VISA and MASTERCARD the fee is 1.5%. For AMEX the fee is 3.5%.*

2.1 WHAT TYPE OF MOBILE EARTH STATION (MES) ARE YOU REGISTERING?

Environment usage:

Maritime

Maritime Fixed

The System:

Inmarsat-B

Inmarsat-C/mini C

Inmarsat-M

Inmarsat mini-M

Inmarsat Fleet

What will be the primary use of the MES?

Trading Yachts

Passenger/Cruise Other

Offshore please specify

Government

Fishing

IMO excluded

What will be the country of registry of this MES?

Mobile Earth Station (MES) manufacturer:

Mobile Earth Station (MES) model:

3.1 WHAT SERVICE(S) ARE YOU APPLYING FOR?

INMARSAT – B

Enter your Inmarsat Serial number (ISN) **3**

Tick only 1 service per row and Privacy if required

Number	Privacy	Voice	Fax	Data	HSD	Telex	Telex answerback	Service code	PSA use only Inmarsat Mobile number
1	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	_____	_____
2	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	_____	_____
3	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	_____	_____
4	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	_____	_____
5	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	_____	_____

To enter more services copy and complete this page as required, then go to Section 4.1

INMARSAT – M

Enter your Inmarsat Serial number (ISN) **6**

Tick only 1 service per row and Privacy if required

Number	Privacy	Voice	Fax	Data	Service code	PSA use only Inmarsat Mobile number
1	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____
2	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____
3	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____
4	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____

To enter more services, copy and complete this page as required, then go to Section 4.1

INMARSAT – C

Enter your Inmarsat Normal-C Serial number (.....)

OR...Enter Inmarsat Serial Number (ISN) for Mini-C **4**

Privacy	Telex answerback	PSA use only Inmarsat Mobile number
<input type="checkbox"/>	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	4 <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>

Go to Section 5.1



MINI – M & SIM CARD SERVICES

If you are registering a Mini-M HYBRID please input the four ISN numbers in the following boxes:

7	6														
7	6														

7	6														
7	6														

Enter your Inmarsat serial number (ISN)

7	6														
---	---	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Enter your SIM card serial number (SSN)

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Service	Privacy	Service code	<i>PSA use only</i> Inmarsat Mobile number
Voice	<input type="checkbox"/>	<input type="checkbox"/>	_____
Fax	<input type="checkbox"/>	<input type="checkbox"/>	_____
Data	<input type="checkbox"/>	<input type="checkbox"/>	_____

Service	Privacy	Service code	<i>PSA use only</i> Inmarsat Mobile number
Voice	<input type="checkbox"/>	<input type="checkbox"/>	_____
Fax	<input type="checkbox"/>	<input type="checkbox"/>	_____
Data	<input type="checkbox"/>	<input type="checkbox"/>	_____

To enter more services copy and complete this page as required, then go to Section 4.1

FLEET & SIM CARD SERVICES

For FLEET please enter you Inmarsat Serial number (ISN)

6	6														
---	---	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Enter SIM card serial number (SSN)

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Service/Privacy	Service code	<i>PSA use only</i> Inmarsat Mobile number
4.8 Kbits Voice <input type="checkbox"/> <input type="checkbox"/>	_____	76
2.4 kbit/s Fax <input type="checkbox"/> <input type="checkbox"/>	_____	76
9.6 kbit/s Fax <input type="checkbox"/> <input type="checkbox"/>	_____	76
9.6 kbit/s Data <input type="checkbox"/> <input type="checkbox"/>	_____	76
64kbit/s Data <input type="checkbox"/> <input type="checkbox"/>	_____	60
56kbit/s Data <input type="checkbox"/> <input type="checkbox"/>	_____	60
Speech <input type="checkbox"/> <input type="checkbox"/>	_____	60
3.1kHz Audio <input type="checkbox"/> <input type="checkbox"/>	_____	60
MPDS <input type="checkbox"/> <input type="checkbox"/>	_____	60
128kbit/s Data <input type="checkbox"/> <input type="checkbox"/>	_____	60

Service	Privacy	Service code	<i>PSA use only</i> Inmarsat Mobile number
_____	<input type="checkbox"/>	_____	_____
_____	<input type="checkbox"/>	_____	_____
_____	<input type="checkbox"/>	_____	_____
_____	<input type="checkbox"/>	_____	_____
_____	<input type="checkbox"/>	_____	_____
_____	<input type="checkbox"/>	_____	_____
_____	<input type="checkbox"/>	_____	_____
_____	<input type="checkbox"/>	_____	_____
_____	<input type="checkbox"/>	_____	_____
_____	<input type="checkbox"/>	_____	_____

To enter more services copy and complete this page as required.

9.6K Fax on Fleet F55 / F77-This service is optional within the Fleet specification; to obtain this service requires active provision from both LESO and terminal provider. Please refer to your hardware manufacturer or LESO for further details.

2.4K Fax (available on F77 only)-On F77, either 2.4K Fax or 9.6K Fax can be specified (but not both services together).

4.1 DISTRESS & SAFETY / EMERGENCY CONTACT DETAILS (ALL Applicants Must Complete)

Do you intend to use this terminal for Distress, Safety or GMDSS purposes? Yes No

Who should we contact?

Address: _____

Town/city: _____ State/province: _____

Post/ZIP code: _____ Country: _____

Telephone () _____

Facsimile () _____ E-mail Address: _____

Alternative 24 Hour Emergency Telephone () _____

5.1 TO BE COMPLETED FOR MARITIME MOBILE EARTH STATIONS (ALL Applicants Must Complete)

What is the name of the vessel? _____

*In which country is the vessel registered? _____ MMSI: _____

Type of vessel _____ IMO No. _____

Radio 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.
- **Please attach a copy of the vessel(s)' current Radio Licence. This is mandatory for all Inmarsat service options.**

6.1 VALUE ADDED SERVICES

Please send me an application form for

SatCall SkyFile C-Email Terrestrial SkyFile Mail

7.1 Certification and agreement

To be signed by the applicant:

I _____ the owner, have read and agree to comply with the Sat Comms Australia Terms & Conditions, and have read 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.

Signature: _____ Date: _____

Should you require any further assistance in completing this form, please contact:

SatComms Australia
Phone: 1 300 732517 (+61 7 5439 1888), Fax: 1 800 303701 (+61 2 8208 7340)

Satellite Communications Australia Pty Ltd ABN 52 111 968 793
Maritime Application Form

Email: activations@satcomms.com.au

Terms & Conditions

Sat Comms Australia Airtime Services

The following Terms & Conditions apply to any Subscriber using Sat Comms Australia provided Airtime Services.

1. SERVICE CONNECTION

- (1) This agreement shall Commence only upon approval and acceptance by Sat Comms Australia of the Service Activation Request Form and shall continue until such time that written notification of termination by the subscriber is received by Sat Comms Australia, or upon cancellation by Sat Comms Australia.
- (2) Approval and acceptance of the completed Service Activation Request Form is subject to the sole discretion of Sat Comms Australia and as such, a security deposit may be requested before approval and acceptance. This deposit will be refunded to the customer upon termination of the agreement provided all outstanding charges have been paid.
- (3) The provision of services to the customer is subject to the accurate completion of the Subscriber Activation Request Form and compliance with the payment terms by the Subscriber.
- (4) Sat Comms Australia reserves the right to bar the Airtime Services provided, should the customer not adhere to the payment terms agreed in writing.
- (5) Sat Comms Australia rely on the quality of service provided to it by the network owner. Please refer to the network owner's statement of reliability for further information. Occasionally, services may be subject to disruption due to the affects of terrain, atmospheric conditions and other types of interference.

2. AIRTIME CHARGES

- (1) All charges pertaining to the customer will be raised by Sat Comms Australia on a monthly basis. Airtime Services which attract a monthly subscription fee will be billed in advance on the first working day of each month, whereas traffic charges will cover the preceding month. Any traffic not available for invoicing at the time of billing will appear on subsequent invoices. In certain circumstances, Sat Comms Australia reserves the right to raise interim invoices.
- (2) An initial Activation Fee is charged to establish the service, and monthly subscription fees will apply thereafter for access to the service, starting from the month immediately following the initial activation. When the service is cancelled, suspended or deactivated, this charge will be pro-rated to the termination date.
- (3) The Subscriber will pay all invoices within 14 days from the date of the invoice, unless by prior arrangement with Sat Comms Australia.
- (4) Subscribers will only be connected upon completion of the credit card authority section of the form, or by attaching a direct debit mandate. Customers paying by credit card or direct debit will have their account debited 14 days from the date of the invoice. Customers are required to notify Sat Comms Australia immediately of any change to their credit card or bank account details, which could prevent Sat Comms Australia from collecting outstanding amounts. When a payment is rejected, Sat Comms Australia will make appropriate efforts to contact the customer. However, in the event that contact is not established, the service will be barred from connection.
- (5) The Subscriber will be liable to reimburse Sat Comms Australia for any dishonour fees or ancillary bank charges relating to the rejection of a payment on the account.
- (6) An administration fee of \$20 per month will be charged on all outstanding accounts, unless formal payment arrangements have been agreed with Sat Comms Australia.
- (7) The Subscriber must notify Sat Comms Australia of any disputes pertaining to an invoice within 14 days of the date of that invoice, otherwise the Subscriber is deemed to have accepted the charges.

- (8) All requests to cancel the Airtime Services provided by Sat Comms Australia must be notified in writing. These instructions will be processed within three working days.
 - (9) Should the service be suspended or terminated by Sat Comms Australia due to default, the Subscriber is liable for traffic and service fees up to the time of the suspension or termination of the service.
 - (10) Prices for Airtime Services may be subject to change due to exchange rate variation, and prices may change without notice.
- #### 3. GST (Goods & Services Tax)
- (1) For all terminals located in the Indian and Pacific Ocean regions, GST is applicable to all Australian incorporated businesses and Australian residents for tax purposes on Airtime Services.
- #### 4. USE OF SERVICES
- (1) The Airtime Services are subject to the availability and capacity of the applicable satellite network. These networks may be limited or temporarily unavailable for reasons beyond the control of Sat Comms Australia and as such, Sat Comms Australia bears no liability for the quality or level of service provided by the applicable satellite network.
 - (2) Regardless of whether the use of services is authorised or intended by the Subscriber, all charges incurred on the account are the liability of the Subscriber.
 - (3) It is the responsibility of the Subscriber to inform Sat Comms Australia immediately of any changes in name, company, address, payment arrangement or any other matter that may affect this agreement in a material manner.
 - (4) The Subscriber must inform Sat Comms Australia immediately in writing of any change or transfer of ownership of the equipment listed on this application. Up to the date of termination, the Subscriber is liable for all charges. Any new Subscriber must set up their account before any transfer is affected.
 - (5) The Subscriber is obligated to inform Sat Comms Australia immediately of any loss or theft of a SIM Card or terminal, in order for Sat Comms Australia to terminate the network link to the terminal and thus prevent third party usage. The Subscriber's obligation for charges relating to the Airtime Services provided in the agreement are not diminished by the loss or theft.
- #### 5. DEFAULT & TERMINATION OF SERVICES
- (1) Should the Subscriber have an Administrator appointed, or any overdue payments occur relating to the Subscriber, then this will constitute an event of default by the Subscriber.
 - (2) In the event of a default, Sat Comms Australia may cancel, limit or suspend the Airtime Services. All charges accrued up to the date of termination, and any other charges outstanding will be invoiced by Sat Comms Australia to the Subscriber.
 - (3) Any reconnection fee, and any legal or other costs incurred by Sat Comms Australia due to default will be the liability of the Subscriber.
- #### 6. LIMITATION OF LIABILITY & WAIVER
- (1) Sat Comms Australia shall not be liable to the Subscriber or any other person for any direct, indirect, incidental or consequential loss or damages of any nature caused from any acts of omission of the service provider who facilitates in the use of the service.
 - (2) Sat Comms Australia endeavours to provide the requested services, however does not guarantee this and cannot be held responsible for faults.
 - (3) Sat Comms Australia reserves the right to change these Terms & Conditions. Upon request, the current Terms & Conditions can be provided to the customer.



**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 authorisation 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) Authorisation 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 authorisation 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 authorisation 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 authorised, 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 authorisation 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 unauthorised practice has been and will be discontinued by the MES Owner or MES Operator.

(C) Suspension and Termination in Special Circumstances

(1) The authorisation 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 authorisation 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 authorised 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 authorisation due to non-payment of accounts for the telecommunications services provided by the LESs, unauthorised 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 utilising the Inmarsat space segment, the MES Owner and MES Operator shall comply with all applicable national laws and regulations governing the use of radioCommunications 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 indemnitees").
- (B) Subject to paragraph (D) below, neither the Company nor any of the other indemnitees 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 authorisation 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 indemnitees 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 authorisation 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 "IMO Number Exclusion" 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 "IMO Number Exclusion" is valid. Use of the IMO Number Exclusion 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**

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)