

Registration for service activation of Maritime Mobile Earth Station

Complete all sections
Tick boxes as appropriate
Please write in block capitals

PSA use only Code:	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Application No.:				
Date: Day:	Month:	Year:		
Customer's Reference No.:				

1. Your Details (See Note 1) YOU MUST NOTIFY YOUR POINT OF SERVICE ACTIVATION ("PSA") AS SOON AS POSSIBLE IF ANY OF THE DETAILS IN THIS FORM CHANGE OR YOU ARE NO LONGER THE OWNER OF THE INMARSAT EQUIPMENT. (THIS IS A LEGAL REQUIREMENT AS STATED IN THE TERMS AND CONDITIONS WHICH ARE ATTACHED TO THE BACK OF THIS FORM)

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: _____ Telephone number: _____

Email address: _____

Contact person: _____

Title: _____ Department: _____

Contact telephone number and/or extension + Country code: _____ Area code: _____ Telephone No.: _____

2. Paying the Bill (See Note 2) YOU MUST NOTIFY YOUR PSA URGENTLY IF YOU CHANGE YOUR BILLING ENTITY (AA or ISP). THIS IS A LEGAL REQUIREMENT AS STATED IN THE TERMS AND CONDITIONS WHICH ARE ATTACHED TO THIS FORM.

Note: ALL MARITIME MESs that are part of GMDSS installations MUST have an Accounting Authority as the billing entity, Apart from the FLEET F77 MES which may use either an ISP or an AA as the billing entity.

Is the MES part of a GMDSS installation? Yes No

If YES, enter the Accounting Authority Identification Code (AAIC):

If Fleet F77 please see the Note above.

If the AAIC 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 AAIC:

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

3. Type of Mobile Earth Station (MES) to be Registered (See Note 3)

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

Environment usage	What will be the primary use of the MES?	
Maritime <input type="checkbox"/>	Trading <input type="checkbox"/>	Yachts <input type="checkbox"/>
Maritime Fixed <input type="checkbox"/>	Passenger/Cruise <input type="checkbox"/>	Other (IMO Number Mandatory) <input type="checkbox"/>
	Offshore <input type="checkbox"/>	Other (IMO Number NOT Mandatory) <input type="checkbox"/>
	Government <input type="checkbox"/>	Other: Please specify: _____
	Fishing <input type="checkbox"/>	

Country of Registration: _____

MES manufacturer: _____ MES model: _____

4. FLEET & SIM Card Services (See Note 4)

For FLEET please enter your Inmarsat Serial Number (ISN):

Enter SIM Card Serial Number (SSN):

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PSA Use Only			
Service	Privacy	Service Code	Inmarsat Mobile Number
4.8 Kbps Voice		76	
4.8 Kbps Voice		76	
2.4 Kbps Fax		76	
2.4 Kbps Fax		76	
9.6 Kbps Data		76	
9.6 Kbps Data		76	
64 Kbps Data		60	
56 Kbps Data		60	
Speech		60	
3.1 kHz Audio		60	
MPDS		60	
128 Kbps Data		60	

PSA Use Only			
Service	Privacy	Service Code	Inmarsat Mobile Number
4.8 Kbps Voice			
4.8 Kbps Voice			
2.4 Kbps Fax			
2.4 Kbps Fax			
9.6 Kbps Data			
9.6 Kbps Data			
64 Kbps Data			
56 Kbps Data			
Speech			
3.1 kHz Audio			
MPDS			
128 Kbps Data			

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

9.6K Fax on F77 - This service is optional within the Fleet specification; to obtain this service requires active provision from both LESO and MES provider. Please refer to your MES 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).

5. Distress and Safety Emergency Contact Details (See Note 5)

ONLY MARITIME MES USERS MUST COMPLETE THIS SECTION

Contact Name: _____

Address: _____

Town/city: _____ State/province: _____

Post/ZIP code: _____ Country: _____

Telephone: + Country code: _____ Area code: _____ Telephone number: _____

Facsimile: + Country code: _____ Area code: _____ Telephone number: _____

Alternative 24-hour emergency telephone + Country code: _____ Area code: _____ Telephone No.: _____

Email Address: _____

6. To Be Completed for Maritime Mobile Earth Stations (MES) Only (See Note 6)

Vessel Name: _____

*Country of Registration: _____ 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 (See Note 7)

a) Accounting Authority Signature

(Enter AAIC Code)

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Accepts the account described herein.

AA Signature: _____

Date: _____

b) Applicant's Signature

The undersigned has read and hereby accepts the terms of this Form together with the explanatory notes, and agrees to comply at all times with the accompanying Terms and Conditions for the use of the Inmarsat Services, including particular, all applicable national laws and regulations relating to the use of the MES. The undersigned also certifies that the information entered in this Form is complete and accurate.

Signed: _____

Date: _____

Printed Name: _____

Company: _____

**TERMS AND CONDITIONS FOR THE UTILIZATION OF THE
INMARSAT SERVICES BY INMARSAT Fleet 77 MOBILE EARTH STATIONS
("Terms and Conditions")**

**Article 1
Scope of Terms and Conditions**

- (A) These Terms and Conditions shall apply to the Authorisation of the MES by Inmarsat Global 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 Services by the MES. The MES Owner shall ensure that any MES Operator is informed of, and complies with, these Terms and Conditions at all times. These Terms and Conditions are subject to any pre-existing agreements for any Inmarsat services described herein. In the event of a conflict, such prior agreements shall supersede these Terms and Conditions.
- (B) Definitions. Terms used herein have the following meanings:
- **"AA"** means Accounting Authority, the entity responsible for providing the Inmarsat Services to the MES Owner;
 - **"Authorisation"** refers to permission granted by Inmarsat Global Limited for an MES to operate on the Inmarsat Services;
 - **"Barring or barring"**; means the act of stopping commercial services on the Inmarsat network. This does not affect a user's ability to initiate approved GMDSS distress alerting services, including without limitation Inmarsat C distress alerting;
 - **"Inmarsat Global Limited"** or **"Company"** refers to the entity (along with any corporate affiliates within the same organization, as applicable) that owns and operates the Inmarsat Services;
 - **"Inmarsat Services"** refers to the satellite telecommunications services provided by Inmarsat Global Limited to an MES;
 - **"ISP"** means Inmarsat Service Provider, the entity providing the Inmarsat Services to the MES Owner;
 - **"Land Earth Station"** means the access points used in the Existing and Evolved network and are operated by Distribution Partners;
 - **"LES Operator"** means the owner and/or operator of a Land Earth Station;
 - **"MES"** means a Mobile Earth Station that has been activated through a SARF accepted by an AA or ISP;
 - **"MES Operator"** refers to any operator or user of an MES;
 - **"MES Owner"** refers to the owner or licensee of the MES described in a SARF;
 - **"Other Indemnitees"** has the meaning given in Article 4;
 - **"Point of Service Activation (PSA)"** means the entity responsible for processing the SARF;
 - **"SARF"** means Service Activation Registration Form, an application form submitted by the MES Owner to the Company for utilisation of the Inmarsat Services.

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

- (A) Authorisation Subject to Compliance with Technical, Operating and Other Requirements
- (1) The Authorisation shall be conditional upon the MES, MES Owner, and MES Operator remaining in compliance with these Terms and Conditions at all times. Throughout utilisation of the Inmarsat Services, and while the Authorisation is valid and in effect, the MES Owner and MES Operator shall ensure that:
- a) the MES complies with the criteria and performance standards to which it was type-approved;
 - b) compliance with the operating procedures notified by the Company to the MES Owner and MES Operator from time to time is maintained at all times;
 - c) the PSA is notified promptly in the event of any change in the AA or ISP or other billing entity from that specified in the SARF;
 - d) the Inmarsat Services is not used in any manner contrary to the 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 Noncompliance

(1) The Company may, at any time and with immediate effect, unilaterally modify, restrict, suspend or terminate, temporarily or permanently, the Authorisation by notification to the MES Owner and the MES Operator if the Company determines that the MES or the MES Owner or the MES Operator is noncompliant with these Terms and Conditions, regardless of cause or causes of such noncompliance or practice.

(2) The Company shall send a copy of any notification of any barring, modification or termination of an Authorisation to the PSA.

(3) Unless the Authorisation has been terminated, the Company shall lift such modification, restriction or barring, if it is demonstrated to the Company's satisfaction that compliance has been resumed and will be maintained, or that any noncompliance has been and will be discontinued and will remain so.

(C) Barring and Termination in Special Circumstances

(1) The Authorisation shall be deemed to be barred during any period in which persistent malfunction or any operation of the MES degrades the performance of the Inmarsat Services.

(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 an MES, removal of the MES from the vessel on which it was Authorised.

(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 this Clause C.

(D) Barring 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 LES Operators may, individually or jointly, bar the Authorisation due to non-payment of accounts for services provided, unauthorised use of the MES, loss or theft of the MES, fraudulent use of or by the MES, other noncompliance 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 as provided by the Company from time to time.

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

(3) In the case of a MES, the barring of an Authorisation 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 MES access to the Inmarsat Services for subsequent safety communications associated with a distress situation.

(4) Pursuant to the Company's Barring Procedures, the Company and the LES Operators may share information regarding the MES barring status with each other.

(E) Compliance with National and International Regulations

In utilizing the Inmarsat Services, the MES Owner and MES Operator shall at all times comply with all applicable international and 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. The MES Owner shall indemnify the Company and any LES Operator from any losses incurred by them as a result of any non-compliance with this paragraph (E). 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 Inmarsat Services together with any other charges for the services provided by a LES Operator, is determined by the LES Operator. All charges for services (including for the Inmarsat Services) provided by the LES Operator shall be paid by the MES Owner without delay. In the event of delayed payment, the Company and the LES Operator concerned may bar access to the Inmarsat Services for any 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 AA, 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, its corporate affiliates, and as trustee for the benefit of the lessors, manufacturers, or other providers of the Inmarsat Services; LES Operators; and the directors, officers, employees, agents or assignees, of any of them ("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 Services; modification, restriction, barring or termination of the Authorisation in accordance with Article 2; failure to restore Authorisation in accordance with Article 2; or sharing of information about the status of the MES in accordance with Article 2 or Article 3 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 facsimile, or other written or electronic form. Communications by the Company to the MES Owner and the PSA shall be sent to the last known address, and communications to the MES Operator shall be sent 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 International Maritime Organization ("IMO") ship identification numbers consisting of the three letters "IMO" followed by a seven-digit number. Such IMO numbers are assigned to all regulated ships by the Lloyd's Register Fairplay upon construction of the vessel and are 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 the Company's commitment to promoting Safety of Life at Sea ("SOLAS") efforts, the registration of a vessel's IMO number with the Company shall remain a key requirement for the activation of all maritime MES's.

It shall remain possible to enter an IMO number in the IMO field within the Company's Electronic Service Activation System ("ESAS") database, even if the vessel definition referenced above does not require it. Upon entering the IMO number, the format 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 MES activated. To this end, 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 within the ESAS database.

Please note that upon accepting these Terms and Conditions, and by ticking the Terms and Conditions "Accept" box provided at the end of an ESAS 2000 MES 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 the Company, 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 MES activation process, save always that the Company 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.

Please Note: that in the event that there is a distress situation at sea and it is subsequently found that incorrect or incomplete activation data in ESAS database has been a contributory cause, maritime accident investigations or other authorities may seek to lay blame on the entity that has input the incorrect or incomplete activation information. **The Company relies on PSA's to ensure that such information is accurate and complete. Accordingly, PSAs must take the utmost care in disclosing and accurately documenting this critical information.**

Article 7 Amendments

These Terms and Conditions as herein stated are subject to amendment by the Company at any time, with 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

The undersigned hereby confirms that all information provided herein is true and accurate, and that they have read and agree to comply with these Terms and Conditions.

Signed: _____

Name (Print): _____

Title: _____

Date: _____

<p>Relevant Inmarsat Mobile Number(s): _____ (To be entered by the PSA)</p>	<p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>
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Notes for Completing the Maritime Mobile Earth Station (MES) Service Activation Registration Form

Introduction.

This Service Activation Registration Form ("SARF" or "Form") applies to Maritime customers only. This Form should be completed and signed by the owner of the Mobile Earth Station (MES) who ultimately be responsible for the payment of traffic incurred by the MES.

If applying for more than one MES the customer must prepare separate Forms for each MES applied for. To obtain the authorisation to activate the MES, this Form should be submitted either directly to the Point of Service Activation (PSA) or to the Inmarsat Service Provider (ISP). For further information on PSAs and ISPs please contact the Inmarsat Customer Services at the following address:

Inmarsat Customer Services
Inmarsat Limited
99 City Road
London EC1Y 1AX,
United Kingdom
Telephone +44 207 728 1020/1777
Facsimile +44 207 728 1142/528 0898
Internet address: globalcustomerservices@inmarsat.com

Note 1 Your Details.

Enter the complete name and address of the Company, Organisation or Individual who will be ultimately responsible for the payment of traffic charges incurred by this MES. Ensure that country and area codes are entered within the appropriate brackets for telephone and facsimile numbers. Details of the contact person who will be responsible for queries concerning the MES must also be entered.

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 THIS FORM.

Note 2 Paying the Bill.

MARITIME MESs THAT ARE PART OF GMDSS INSTALLATIONS MUST HAVE AN ACCOUNTING AUTHORITY (AA) AS THE BILLING ENTITY. HOWEVER, FLEET F77 MAY USE EITHER AN ACCOUNTING AUTHORITY (AA) OR AN INMARSAT SERVICE PROVIDER (ISP).

Enter the entity, ISP or Accounting Authority (AA) that will be responsible for handling and managing your traffic account. This is the entity where invoices from the Land Earth Station (LES) will be sent. The customer must ensure that prior agreement with either the ISP or AA has been secured before completing this section. PSAs may not agree to process the application if no evidence is shown that such agreement exists.

PLEASE NOTIFY YOUR PSA IF ANY OF THESE DETAILS CHANGE OR YOU ARE NO LONGER THE OWNER OF THE INMARSAT EQUIPMENT REFERENCED IN THIS FORM. THIS IS A LEGAL REQUIREMENT AS STATED IN THE INMARSAT TERMS AND CONDITIONS WHICH ARE ATTACHED TO THIS FORM AND YOU WILL BE RESPONSIBLE FOR ANY INVOICES FOR THE TERMINAL UNTIL IT IS DECOMMISSIONED.

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

This section determines the environment in which the MES will be used, the system applied for, and the primary use of the MES. This section also identifies the model of the MES and the country where it will be registered.

- Environment Usage:
 - a. **Maritime** means any MESs that are installed on board a ship or any other vessel.
 - b. **Maritime Fixed** means any maritime MES that is installed on a fixed maritime installation such as fixed oil drilling platforms, light houses, maritime colleges, etc. *Maritime fixed MESs shall not be used on board a ship or any other vessel.*
- The System: enter whether the MES to be activated is an Inmarsat-C or mini C
- Primary Use of the MES: tick the box corresponding to the type of vessel. For example, Container ships, Oil Tankers and Bulk Carriers should be classified as 'Trading'.
- Country of Registry: the country where the vessel is registered or where the fixed MES is located.

PLEASE NOTE: If an MES is activated as **Maritime Fixed** but is placed on a vessel, you could be **Endangering Lives At Sea.**

Note 4 FLEET and SIM card services

If applying for activation of a FLEET, enter the Inmarsat Serial Number (ISN) that should be found on the outside casing of the MES. The first two digits have been entered for you. If applying for a SIM Card enter the SIM Card Serial Number (SSN).

Enter the services required by ticking the corresponding boxes and entering 'Y' or 'N' on the Privacy box. (If Privacy=Y, any inquiries regarding the MES will not be permitted by Inmarsat.)

Enter the service code if known. If not known, leave blank and the PSA or ISP will provide the service code. Leave the Inmarsat Mobile Number (IMN) blank. The PSA will assign the IMN for each service requested. If applying for both FLEET and SIM Card, the MES and the SIM card will be allocated separate IMNs.

Note 5 Distress and Safety/Emergency Contact Details

Enter the complete name and address of the on-shore individual who will be responsible for acting on behalf of the owners of the vessel in case of a distress and safety situation if the MES is used for such purpose. Ensure that country and area codes are entered within the appropriate brackets for telephone and facsimile numbers. *Do not omit any details, as immediate contact must be established with such a person if a distress and safety situation arises.*

Note 6 This section should be completed if the MES is installed on a ship.

For Maritime environment usage (i.e., not Maritime Fixed). Enter the vessel's details as required. Applicants must always enter the correct details and in particular the Call Sign, the MMSI and the IMO Number. PSAs may not agree to process the application if the details in this section is incomplete.

Note 7 Certification and Agreement.

1. To assist the PSA, this is an entry for the AA/ISP to verify they accept the account by placing their AAIC and signature in the required sections.
2. This section must be signed by the person who owns the MES and has the ultimate responsibility for ensuring payment of traffic charges incurred by the MES. They must also sign Article 7 of the Terms and Conditions in addition to signing this section.