Registration for Service Activation of Land Inmarsat-C Mobile Earth Station

\*MANDATORY - MUST BE COMPLETED BY CUSTOMER

|  |  |
| --- | --- |
| PSA use only | Code:         |
| Application number: |       |
| Date: | Click here to enter a date. |
| Customers Reference Number: |       |

# CUSTOMER INFORMATION

Customer must notify Inmarsat of their Point of Service Activation (“PSA”) as soon as possible if any of the details in this form change or the customer is no longer the owner of the Inmarsat Equipment.

|  |  |
| --- | --- |
| Company/Customer name\* |       |
| Contact person name\*  |       | Telephone number\* |       |
| Address  |       | City and State  |       |
| Country  |       | Zip / Postal code  |       |
| Email address\*  |       |

# Billing Details

All MES’s MUST have an Accounting Authority as the billing entity.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Have you arranged payment of the calls for this AES through either of the following? (select one only)[ ]  Accounting Authority (AA)[ ]  Inmarsat Service Provider (ISP)Enter ISP or AAIC:

|  |  |  |  |
| --- | --- | --- | --- |
|   |   |   |   |

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

# type of mobile Earth Station (MES) to be registered

|  |  |
| --- | --- |
|  | [ ]  Fixed/Test Installation |
| Environment Usage[ ]  Land[ ]  Land Fixed | Primary Use of MES [ ]  Government[ ]  Transport[ ]  Media[ ]  Security[ ]  Finance[ ]  Humanitarian[ ]  Construction | [ ]  Agents[ ]  Tourism[ ]  Rental[ ]  Energy[ ]  Agriculture[ ]  Mining[ ]  Other, please specify:       |
| MES Country of Registry       |

# Preferred Land Earth Station Operator (LESO) (Select One option only)

|  |  |
| --- | --- |
| [ ]  BSNL[ ]  Inmarsat Solutions[ ]  KDDI[ ]  Marlink | [ ]  MCN[ ]  Morsviasputnik[ ]  Telecom Italia[ ]  Vishipel |

# Mobile Earth Station Details

|  |  |
| --- | --- |
| Mobile Earth Station Manufacturer |       |
| Mobile Earth Station Model |       |
|  |
| Inmarsat-C Terminal Serial Number or Inmarsat Serial Number (ISN) for Mini-C |   |   |   |   |   |   |   |   |   |   |   |   |
| PSA Use Only | [ ]  Privacy  | Telex Answerback |   |   |   |   |
| Inmarsat Mobile Number (PSA use only) | 4 |   |   |   |   |   |   |   |   |  |

# Certification and Agreement

|  |  |
| --- | --- |
| Accounting Authority SignatureAAIC/ISP Code       | AA/ISP 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. |
| **Applicant’s Signature** | **Print Name** | **Company Name** | **DateClick here to enter a date.** |

Customer acceptance

# Section Scope of Terms and Conditions

## 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” or "Form"), 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.

## 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 Inmarsat Services network and are operated by LES Operators;

“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 Section 4;

"Point of Service Activation (PSA)" means the entity responsible for processing the SARF;

"SARF" means Service Activation Registration Form, the application form submitted by the MES Owner to the Company for utilisation of the Inmarsat Services.

# MES Performance, Criteria and Operations

## Authorisation Subject to Compliance with Technical, Operating and Other Requirements

The Authorisation is conditional on 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:

the MES complies with the criteria and performance standards to which it was type‑approved;

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;

the MES and Inmarsat Services are 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.

## Sanctions in the Case of Noncompliance

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.

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

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 discontinued and will remain so.

## Barring and Termination in Special Circumstances

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

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 terminal on which it was Authorised.

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 section 2.3.

## Barring for Non-Payment of Accounts and Other Causes

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.

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.

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.

Pursuant to the Company's Barring Procedures, the Company and the LES Operators may share information regarding the MES barring status with each other and with Nominated Barring Authorities designated by LES Operators.

## Compliance with National and International Laws & 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 seas, 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 2.5. The Company shall hold the benefit of this indemnity as trustee for any such LES Operator.

# Financial Obligations

The establishment of charges for use of the Inmarsat Services, together with any other charges for services provided by a LES Operator, is the responsibility of 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 paragraph 2.4 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.

# Telecommunications Disclaimer

## This Section 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").

## Subject to paragraph 4.4 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 Section 2; failure to restore Authorisation in accordance with Section 2; or sharing of information about the status of the MES in accordance with Section 2 or Section 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.

## 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 4.2 above.

## Nothing in this Section 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.

# Language and Communications

## These Terms and Conditions and all documentation and communications required thereunder shall be in the English language.

## All communications pertinent to the Authorisation or to these Terms and Conditions shall be made or confirmed in writing by facsimile or other 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.

# The Current IMO Number System and Activation of SatComms Terminals

* 1. The [**Diplomatic Conference on Maritime Security**](http://www.imo.org/Safety/mainframe.asp?topic_id=551) 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 loss of life 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.

# 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.

Instructions for Completing the Inmarsat-C Maritime Mobile Earth Station Service Activation Registration Form

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

If applying for more than one MES, the customer must prepare separate SARFs for each MES to be activated. To obtain the authorisation to activate the MES, this Registration 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 Global Customer Support at the following address:

Inmarsat Global Customer Support
Inmarsat Global Limited
99 City Road
London EC1Y 1AX,
United Kingdom

Telephone +44 207 728 1020/1777

Email address: **globalcustomersupport@inmarsat.com**

# Section 1 – Customer 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.**

# Section 2 – Billing Details

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. YOU WILL BE RESPONSBILE FOR ANY CHARGES AND INVOICES RELATING TO THE TERMINAL UNTIL IT IS DECOMMISSIONED.**

# Section 3 – Type of Mobile Earth Station (MES) to be registered

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:

Land Mobile means any MESs that are installed on board vehicles or other moving modes of transport.

Land Fixed means any MES that is installed in a fixed installation (e.g., buildings, remote monitoring sites etc.

Primary Use of the MES: tick the box corresponding to the type of installation.

Country of Registry: the country where the MES is installed.

# Section 4 – Preferred Land Earth Station Operator (LESO)

A monthly Network Access Fee applies to all registered Inmarsat-C terminals. The Network Access Fee will be invoiced based on your Preferred LESO selection.

# Section 5 – Mobile Earth Station (MES) Details

Enter the Manufacturer of the MES and the complete MES model name.

Enter in the appropriate space provided, the MES Serial Number for the normal Inmarsat-C; or the Inmarsat Serial Number (ISN) for the Mini-C. Either should be found on the outside casing of the MES. The manufacturer or manufacturer’s agent will provide this serial number if it is not placed on the casing.

Enter ‘Y’ or ‘N’ on the Privacy box. When Privacy =Y, any enquiries regarding the MES will not be permitted by Inmarsat and the enquirer will be referred to the PSA.

Enter the 4-letter telex answerback. (Numbers and special characters are not allowed.)

Leave the Inmarsat Mobile Number (IMN) blank. The PSA will assign the IMN for each service requested.

# Section 6 – Certification and Agreement

To assist the PSA, this is an entry for the AA/ISP to verify they accept the account by placing their code and signature in the required sections.

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.

## These Terms and Conditions shall apply to the permission granted by Inmarsat Global Limited (the “Company" or “Inmarsat”) with regard to an Aeronautical Earth Station (“AES”) to an owner and/or operator of an AES (the “AES Licensee") to utilize and operate on the Inmarsat network (“Inmarsat Services”) (the “Authorisation”). The AES Licensee shall ensure that any operator or user of an AES (the “AES Operator") is informed of and complies with these Terms and Conditions, as applicable, 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.

 **“AA”** means Accounting Authority, the entity responsible for providing the Inmarsat Services to the AES Licensee;

**“AES”** means an aeronautical Mobile Earth Station for use on the Inmarsat Services;

“**AES Licensee**” refers to the owner (and operator as appropriate) of the AES described in the Form;

“**AES Operator**” refers to any entity that operates or uses an Authorised AES;

“**Authorisation**” refers to permission granted by Inmarsat Global Limited for an AES 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;

“**GES** **Operator**” means ground earth station operator, the entity responsible for providing the Inmarsat Services to the AES;

“**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 AES;

“**ISP**” means Inmarsat Service Provider, the entity providing the Inmarsat Services to the AES Licensee;

“**Land Earth Station**” meansthe access points used in the Inmarsat Services network and are operated by LES Operators;

“**LES** **Operator**” means the owner and/or operator of a Land Earth Station;

“**Other Indemnitees**” has the meaning given in Section 4;

**"Point of Service Activation or (PSA)"** means the entity responsible for processing the SARF;

**"SARF"** means Service Activation Registration Form, the application form submitted by the AES Licensee to the Company for activation and utilization of the Inmarsat Services.

# AES Performance, Criteria and Operations

## Authorisation Subject to Compliance with Technical, Operating and Other Requirements

The Authorisation is conditional on the AES, AES Licensee, and AES Operator remaining in compliance with these Terms and Conditions at all times. Throughout utilization of the Inmarsat Services, and while the Authorisation is valid and in effect, the AES Licensee and AES Operator shall ensure that:

the AES complies with the criteria and performance standards to which it was type‑approved;

the AES is controlled by an operator holding a license or certificate issued or recognized by the state under whose authority the aircraft is operating; and

any operations of the AES comply with the Company’s AES operating procedures and with these Terms and Conditions, and any amendments thereto, as notified by the Company to the AES Licensee from time to time.

The AES Licensee 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.

The Authorisation shall be conditional on continued compliance with these Terms and Conditions. The AES Licensee and AES Operators shall not utilize the Inmarsat Services 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.

## Sanctions in the Case of Noncompliance

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 AES Licensee and the AES Operator, if the Company determines that the AES or the AES Licensee or an AES Operator noncompliant with these Terms and Conditions, regardless of cause or causes of such noncompliance or practice.

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

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 discontinued and will remain so.

## Suspension and Termination in Special Circumstances

The Authorisation shall be deemed to be suspended and the AES barred during any period in which persistent malfunction or any operation of the AES degrades the performance of the Inmarsat Services.

The Authorisation shall be deemed to be terminated if any one of the following circumstances occurs:

1. any change in the information contained in the SARF which would require a change in AES identity;
2. significant modification or change to the AES;
3. in the case of an AES, removal of the AES from the terminal on which it was Authorised.

The AES Licensee or AES Operator, as the case may be, shall notify the Company promptly in writing via the PSA of the events specified in this section.

Upon Barring for any of the reasons set forth in this section above, the Company shall inform the AES Licensee within reasonable time whether any retesting is required, and when such barring has been lifted.

Upon the termination of the Authorisation for any of the reasons set forth in this section above, recommissioning shall be required in order for the AES to regain Authorisation and resume utilization of the Inmarsat Services.

Fixed or Test installation AES’s shall only utilize approved antennas. See the “SwiftBroadBand Type Approved Systems” document available on the Inmarsat website for antenna details.

## Suspension for Non-Payment of Accounts and Other Causes

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 GES Operators may, individually or jointly, suspend any Authorisation and Bar any AES due to non-payment of accounts for services provided, loss or theft of the AES, unauthorised or fraudulent use of the AES, request by the aircraft owner or fleet operator to bar the AES for at least ten (10) days as the aircraft is about to be grounded, other non-compliance with these Terms and Conditions, or any other reason established under the Company's Barring Procedures in force at the relevant time as provide by the Company from time to time.

Upon being satisfied that the causes of any suspension of an Authorisation have been remedied, the Company and the GES Operators may lift the suspension.

Pursuant to the Company's Barring Procedures, the Company and the GES Operators may share information about the status of any AES with each other and with Nominated Barring Authorities designated by GES Operators.

## Compliance with National and International Laws & Regulations

The Authorisation shall be without prejudice to the compliance by the AES with any laws, standards and procedures applicable to the installation, operation and use of the AES for any types of aeronautical communications. In utilizing the Inmarsat Services, the AES Licensee and the AES Operators shall, respectively, be required to remain in compliance with:

the conditions of any license, certification or other authorisation for the installation and operation of the AES on board the aircraft, issued by the country of aircraft registration under whose authority the aircraft operates;

the conditions of the AES Operators' licenses or certificates issued or recognized by the country of registration under whose authority the aircraft is operating, relative to the use of the AES; and

all applicable national laws and regulations governing the use of radio communications of any country in which the AES is located at any time, and any applicable international laws and regulations.

The AES Licensee shall indemnify the Company and any GES Operator concerned against any loss incurred by them as a result of any non-compliance with this section. The Company shall hold the benefit of this indemnity as trustee for any such GES Operator.

# Financial Obligations

* 1. The establishment of charges for use of the Inmarsat Services, together with any other charges for services provided by a GES Operator is the responsibility of the GES Operator. The AES Licensee shall, without delay, pay all outstanding charges for any services (including the Inmarsat Services) provided by a GES Operator. In the event of delayed payment, the GES Operator concerned may Bar any AES in default and restrict access to the Inmarsat Services, except for the exchange of distress or safety-related traffic, as provided in section 2.4 above. If a GES 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 AES Licensee may be disclosed to the GES Operator for the purposes of debt collection.
	2. By selecting the ‘Credit Card Required for Q9 (Public priority) calls’ option, the AES Licensee agrees and acknowledges that unless an encryption capability is implemented and enabled on the aircraft for customers’ credit card data to be encrypted between the aircraft and the GES, the data will be transmitted over the satellite communication link (Inmarsat Services) within the satellite communication protocol in an unencrypted form at the AES Licensee’s risk.
	3. Inmarsat provides Payment Card Industry Data Security Standard (PCI DSS) data protection options at the GES and this functionality is managed on a per-Distribution Partner and per-AES basis. For information about the PCI DSS provisions instituted for your aircraft please contact your Distribution Partner.

# Telecommunications Disclaimer

* 1. This Section 4 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; GES Operators; and the directors, officers, employees, agents or assignees, of any of them (“Other Indemnitees").
	2. Subject to section 4.4 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 section 2 above, failure to restore the Authorisation in accordance with section 2, or sharing of information about the status of the AES in accordance with section 2 or section 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.
	3. The AES Licensee agrees to indemnify the Company and the Other Indemnitees and hold them harmless from any claims that might be made by the AES Operator or any other entity or person, attributable to any of the causes referred to in section 4.2 above.
	4. Nothing in this section 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.

# Language and Communications

* 1. These Terms and Conditions and all documentation and communications required thereunder shall be in the English language.
	2. All communications pertinent to the Authorisation or to these Terms and Conditions shall be made or confirmed in writing by facsimile or other written form. Communications by the Company to the AES Licensee and the PSA shall be sent to their respective addresses as specified in the SARF or other last known addresses. Communications to the AES Operator shall be sent to the AES Licensee.

# 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 AES Licensee and the PSA.

Instructions for completing the Aero Mobile Earth Station service activation registration form

This Service Activation Registration Form (SARF) applies to all customers seeking to activate Aeronatuical Earth Stations (AES). This form should be completed and signed by the owner or operator of the (AES) who will ultimately be responsible for the payment of traffic charges incurred by the AES.

If applying for more than one AES, the customer must prepare separate SARFs for each AES to be activated. To obtain the authorisation to activate the AES, this Service Activation Registration 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 Global Customer Support at the following address:

Inmarsat Global Customer Support
Inmarsat Global Limited
99 City Road
London EC1Y 1AX
United Kingdom

Telephone +44 207 728 1020/1777

Email address: **globalcustomersupport@inmarsat.com**

# Section 1 – Customer 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 AES. 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 AES must also be entered.

# Section 2 – Billing Details

### Aero-C only:

Enter the details of the ISP or AA that will be responsible for setting call charges relating to the AES. This is the entity to which invoices will be sent. The applicant must ensure that prior agreement with either the ISP or AA has been secured before completing this section.

### Aero-H, H+ and I only:

Enter the billing entity that will be responsible for handling and managing the AES call charges. This is the billing entity to which invoices from Inmarsat will be sent. It can be EITHER an Accounting Authority (AA), OR by Direct Billing to the owner or operator of the AES. The AES operator may be, for example a commercial air carrier, private/corporate aircraft owner, government institution or other category. The AES operator may elect an agent to pay invoices on their behalf. If an AA is used, the applicant must ensure that prior agreement with the AA has been secured before completing this section.

# Section 3 – AES Services & Approval Details

This section determines the environment where the AES will be used, the services applied for, the AES model approval codes, and in the case of SwiftBroadband the International Mobile Subscriber Identity (IMSI) numbers that will be used.

Indicate whether the AES will be installed on an aircraft or at a fixed/test location.

# Section 4 – Preferred Land Earth Station Operator (LESO)

A monthly Network Access Fee applies to all registered Aero-C terminals. The Network Access Fee will be invoiced based on your Preferred LESO selection.

# Section 5 – Aeronautical Earth Station (AES) Details

This section identifies the country where the AES will be registered, the manufacturer and model of the AES and antenna, and the primary use of the AES.

Enter the type of AES to be activated.

Country of Registry - The country where the aircraft is registered

Enter the AES manufacturer and model, and the antenna manufacturer, model and part number.

Enter the name of the AES manufacturer. Enter the complete AES model name – for Aero H, H+, and I, this is known as the Access Approval Number. The manufacturer must supply this. Additionally, the requested antenna information must also be entered by the applicant.

Tick the box that represents the primary use of the AES.

IMPORTANT: Ensure that the correct primary use of the AES is chosen. If the primary use of the AES is found to be incorrect, Inmarsat or the Distribution Partner will contact the PSA to rectify this information, which could impact the services.

# Section 6 – Classic Aero Services (H, H+, and I)

When the aircraft is registered, the Civil Aviation Authority in the country of registry will provide the ICAO technical address, which will also be used for other communication systems on board. This 24-bit binary number should be converted into an equivalent eight digit octal number preceded by the “T” digit “5”, to form the Primary ID, known as the Inmarsat Mobile Number (IMN). This number will be confirmed to the applicant by the PSA.

Enter the number of voice channels, either 9600bps or 4800bps as applicable. Aero-I operates at the lower voice rate of 4800bps only.

The IMN is used for communications with the AES that originate from the ground. If required, however, the AES may be assigned a Direct Dialing-In (DDI) number, sometimes known as an Alternate ID, which is assigned by the PSA. The PSA provides the first 6 digits whilst the owner or operator of the AES provides the last 2 digits. This will enable multiple ground-to-air communications with the AES. For Aero-I and Aero-H+ AESs, the applicant may request additional DDIs for fax and/or data services. The applicant must indicate with a “Y” if a DDI number is required and for which services it is required.

Mark “YES” to ensure that a card payment must be used to place a mobile-originated public (Q9) priority call, that is, the call will be rejected if placed without a card. Mark “NO” to ensure that no card payment is required when placing a mobile-originated public (Q9) call, that is, a call with or without a card will be allowed (i.e. not rejected).

Mark ‘YES’ or ‘NO’ if this is to be a Dual Installation (i.e., multiple AES’s installed on the same aircraft). Make a duplicate of this page and complete the second ICAO 24-bit code for the 2nd installation on the copied page and include the duplicate page as part of this form when returning it.

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

# Section 7 – Emergency Contact Details

All AES users must complete this section for emergency contact details. Complete information is required.

# Section 8 – Installation Details

If the AES is installed on an aircraft, then the aircraft tail number (registration number), the country where the aircraft is registered, the name of the aircraft manufacturer, the aircraft model, and the airframe number must be entered. A list of aircraft manufacturers and models is available from [**https://www.inmarsat.com/support/commercial-forms/**](https://www.inmarsat.com/support/commercial-forms/).

If the AES is being installed in a fixed location, the location of the AES and description of its use should be entered in this part of the form.

IMPORTANT: If the tail number format is entered incorrectly then this will result in the activation request being rejected.

# Section 9 – Classic Aero Routing Details

Enter the Distribution Partner that the billing entity has a relationship with.

Enter the routing details of the AES to be activated. The following need to be selected:

DATA2 Preferred routing – ACARS traffic routing

DATA3 routing – D3 routing

CCA routing – identify the entity that is responsible for routing the authorisation for credit card calls

# Section 10 – Integrator Details

Enter the name of the organisation that is providing maintenance and support to the AES operations. Ensure that country and area codes are entered for telephone and facsimile numbers. Enter the name of the contact person who will be responsible for dealing with queries concerning maintenance and support.

# Section 11 – Aero-C Aeronautical Earth Stations (AES)

Enter the AES Serial Number, which should be found on the outside casing of the AES.

Enter the privacy required by entering ‘Y’ or ‘N’ on the Privacy box. (If Privacy=Y, any inquiries regarding the AES will not be permitted by Inmarsat.)

Leave the Inmarsat Mobile Number (IMN) blank. The PSA will assign the IMN for each service requested.

# Section 12 – Certification and Agreement

To assist the PSAs, this is an entry for the AA to verify that they accept the account, by placing their Accounting Authority Identification code (AAIC) and signature in the required sections.

This section must be signed by the owner of the AES who has the ultimate responsibility for ensuring payment of charges incurred by the AES.

This section must be signed by the PSA to whom this Form has been submitted for approval and activation.