

# REGISTRATION FOR SERVICE ACTIVATION OF MARITIME INMARSAT-C MOBILE EARTH STATION

**\*MANDATORY - MUST BE COMPLETED BY CUSTOMER**

PSA use only	Code:
Application number:	
Date:	<a href="#">Click here to enter a date.</a>
Customers Reference Number:	

## 1. 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*			

## 2. BILLING DETAILS

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

Is the MES part of a GMDSS installation?				
<input type="checkbox"/> YES				
<input type="checkbox"/> NO				
<u>If Yes</u>				
Enter the Accounting Authority Identification Code (AAIC):				
If the AAIC is unknown, enter the name of the ISP or AA:				
<u>If No</u>				
Have you arranged payment of the calls for this MES through either of the following? (select one only)				
<input type="checkbox"/> Accounting Authority (AA)				

<input type="checkbox"/> Inmarsat Service Provider (ISP)				
Enter the Accounting Authority Identification Code (AAIC):				
If the AAIC is unknown, enter the name of the ISP or AA:				

### 3. TYPE OF MOBILE EARTH STATION (MES) TO BE REGISTERED

<b>ENVIRONMENT USAGE</b> <input type="checkbox"/> Maritime <input type="checkbox"/> Maritime Fixed	<b>PRIMARY USE OF MES</b> <input type="checkbox"/> Trading <input type="checkbox"/> Passenger/Cruise <input type="checkbox"/> Offshore <input type="checkbox"/> Government <input type="checkbox"/> Fishing <input type="checkbox"/> Yachts <input type="checkbox"/> Other (IMO Number Mandatory) <input type="checkbox"/> Other (IMO Number NOT Mandatory)
MES Country of Registry	

### 4. PREFERRED LAND EARTH STATION OPERATOR (LESO) (SELECT ONE OPTION ONLY)

<input type="checkbox"/> BSNL <input type="checkbox"/> Inmarsat Solutions <input type="checkbox"/> KDDI <input type="checkbox"/> Marlink	<input type="checkbox"/> MCN <input type="checkbox"/> Morsviasputnik <input type="checkbox"/> Telecom Italia <input type="checkbox"/> Vishipel
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### 5. 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										
Inmarsat-C Terminal Serial Number or Inmarsat Serial Number (ISN) for Mini-C										
PSA Use Only	<input type="checkbox"/> Privacy				Telex Answerback					
Inmarsat Mobile Number (PSA use only)	4									

## 6. DISTRESS AND SAFETY –EMERGENCY CONTACT DETAILS

### TO BE COMPLETED BY MARITIME MES USERS ONLY

Contact Name			
Address		City and State	
Post/ZIP Code		Country	
Telephone Number	Country Code:	Area Code:	Telephone Number:
Email Address			

## 7. VESSEL DETAILS

### TO BE COMPLETED FOR MARITIME MES ONLY

Vessel Name		MMSI	
Country of Vessel Registration		Type of Vessel	
IMO No		Call Sign	
Gross Tonnage		Capacity of Persons on board	
If the vessel is unregistered, enter the country where the MES is to be licensed			

## 8. CERTIFICATION AND AGREEMENT

Accounting Authority Signature AAIC/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.			
<b>Applicant's Signature</b>	<b>Print Name</b>	<b>Company Name</b>	<b>Date</b> Click here to enter a date.

# Customer acceptance

## 1. SECTION SCOPE OF TERMS AND CONDITIONS

1.1. 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.

### 1.2. 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 Indemnities" 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.

## 2. MES PERFORMANCE, CRITERIA AND OPERATIONS

### 2.1. 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.

## 2.2. **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.

## 2.3. **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.

## 2.4. **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.

## 2.5. **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.

### 3. 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.

### 4. TELECOMMUNICATIONS DISCLAIMER

- 4.1. 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").
- 4.2. 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.
- 4.3. 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.
- 4.4. 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.

### 5. LANGUAGE AND COMMUNICATIONS

- 5.1. These Terms and Conditions and all documentation and communications required thereunder shall be in the English language.
- 5.2. 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.

### 6. THE CURRENT IMO NUMBER SYSTEM AND ACTIVATION OF SATCOMMS TERMINALS

- 6.1. 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.

## 6.2. **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.

## 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.

# 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](mailto:globalcustomersupport@inmarsat.com)

## 1. 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.**

## 2. 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 responsible for any charges and invoices relating to the terminal until it is decommissioned.**

## 3. 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:



- Maritime means any MESs that are installed on board a ship or any other vessel.
- Maritime Fixed means any maritime MES that is installed on a fixed maritime installation (e.g., fixed oil drilling platforms, light houses, maritime colleges, etc.). Maritime fixed MESs shall not be used on board a ship or any other vessel. Failure to abide by this requirement may jeopardize safety.

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.**

#### 4. 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.

#### 5. 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.

#### 6. SECTION 6 – MOBILE EARTH STATION (MES) 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.

It is imperative that you maintain current emergency contact details at all times and that you immediately notify the PSA of any changes. Failure to maintain the correct emergency contact details may jeopardize seafarers associated with the vessel and other associated rescue operations. It is the responsibility of the PSA to maintain the data in this field at all times.

#### 7. SECTION 7 – VESSEL DETAILS

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.

#### 8. SECTION 8 – 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.