

SECTION "E" Fill out the section that applies to your installation type

Fill in case of Vessel Installation (all details are required)

Vessel Name:	Vessel Application Type: (choose one) <table border="1"> <thead> <tr> <th>Commercial</th> <th>Leisure</th> <th>Military/Government</th> </tr> </thead> <tbody> <tr> <td><input type="checkbox"/> Bulk Carrier</td> <td><input type="checkbox"/> Sail Boat/Yacht</td> <td><input type="checkbox"/> Government</td> </tr> <tr> <td><input type="checkbox"/> Dry Cargo</td> <td><input type="checkbox"/> Power Boat/Yacht:</td> <td><input type="checkbox"/> Homeland Security</td> </tr> <tr> <td><input type="checkbox"/> Fishing</td> <td> If <80 ft (24 m):</td> <td><input type="checkbox"/> Emergency Mgmt</td> </tr> <tr> <td><input type="checkbox"/> Inland Waterways</td> <td><input type="checkbox"/> Cruiser</td> <td><input type="checkbox"/> Scientific Research</td> </tr> <tr> <td><input type="checkbox"/> Non-ship Structure</td> <td><input type="checkbox"/> Houseboat</td> <td><input type="checkbox"/> Military</td> </tr> <tr> <td><input type="checkbox"/> Non-propelled</td> <td><input type="checkbox"/> Sportfishing</td> <td><input type="checkbox"/> NGO</td> </tr> <tr> <td><input type="checkbox"/> Offshore</td> <td><input type="checkbox"/> Trawler</td> <td><input type="checkbox"/> OTHER</td> </tr> <tr> <td><input type="checkbox"/> Passenger</td> <td></td> <td></td> </tr> <tr> <td><input type="checkbox"/> Tankers</td> <td></td> <td></td> </tr> <tr> <td><input type="checkbox"/> Miscellaneous</td> <td></td> <td></td> </tr> </tbody> </table>	Commercial	Leisure	Military/Government	<input type="checkbox"/> Bulk Carrier	<input type="checkbox"/> Sail Boat/Yacht	<input type="checkbox"/> Government	<input type="checkbox"/> Dry Cargo	<input type="checkbox"/> Power Boat/Yacht:	<input type="checkbox"/> Homeland Security	<input type="checkbox"/> Fishing	If <80 ft (24 m):	<input type="checkbox"/> Emergency Mgmt	<input type="checkbox"/> Inland Waterways	<input type="checkbox"/> Cruiser	<input type="checkbox"/> Scientific Research	<input type="checkbox"/> Non-ship Structure	<input type="checkbox"/> Houseboat	<input type="checkbox"/> Military	<input type="checkbox"/> Non-propelled	<input type="checkbox"/> Sportfishing	<input type="checkbox"/> NGO	<input type="checkbox"/> Offshore	<input type="checkbox"/> Trawler	<input type="checkbox"/> OTHER	<input type="checkbox"/> Passenger			<input type="checkbox"/> Tankers			<input type="checkbox"/> Miscellaneous		
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IMO Registration No.: (required for commercial and military/government vessels and yachts over 500 GT)																																		
Vessel Length: (required for leisure vessels)																																		
Vessel AAIC:																																		
Vessel Registry Port:																																		
Vessel Home Port:																																		
Vessel Tonnage:																																		
Persons on board:																																		
Vessel Built year:																																		
Self Propelled? <input type="checkbox"/> YES <input type="checkbox"/> NO																																		
Sea-Going? <input type="checkbox"/> YES <input type="checkbox"/> NO																																		

Fill in case of Vehicle/Land Installation

Country of Registration: (include state/province if U.S.A. or Canada)	Vehicle/Land Application Type: <table border="1"> <thead> <tr> <th>Commercial</th> <th>Military/Government</th> </tr> </thead> <tbody> <tr> <td><input type="checkbox"/> Mining</td> <td><input type="checkbox"/> Government</td> </tr> <tr> <td><input type="checkbox"/> Oil & Gas</td> <td><input type="checkbox"/> Homeland Security</td> </tr> <tr> <td><input type="checkbox"/> Satellite News Gathering</td> <td><input type="checkbox"/> Emergency Services</td> </tr> <tr> <td><input type="checkbox"/> Other</td> <td><input type="checkbox"/> Other</td> </tr> <tr> <td></td> <td><input type="checkbox"/> Military</td> </tr> <tr> <td></td> <td><input type="checkbox"/> NGO</td> </tr> <tr> <td></td> <td><input type="checkbox"/> OTHER</td> </tr> </tbody> </table>	Commercial	Military/Government	<input type="checkbox"/> Mining	<input type="checkbox"/> Government	<input type="checkbox"/> Oil & Gas	<input type="checkbox"/> Homeland Security	<input type="checkbox"/> Satellite News Gathering	<input type="checkbox"/> Emergency Services	<input type="checkbox"/> Other	<input type="checkbox"/> Other		<input type="checkbox"/> Military		<input type="checkbox"/> NGO		<input type="checkbox"/> OTHER
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	<input type="checkbox"/> Military																
	<input type="checkbox"/> NGO																
	<input type="checkbox"/> OTHER																
Vehicle Make: (if applicable)																	
Vehicle Model: (if applicable)																	
Vehicle Plate or registration Number: (if applicable)																	
Location Address*: Lat*: _____ Long*: _____ (*only for Land fixed installations)																	

SECTION "F" System Support Contact (individual responsible for system onboard)

Name:	Phone No.:
E-mail:	
Title: <input type="checkbox"/> Owner <input type="checkbox"/> Fleet Manager <input type="checkbox"/> IT Manager <input type="checkbox"/> Captain <input type="checkbox"/> Other:	
Optional: (to be completed by subscribers and subscribing companies only)	
<input type="checkbox"/> I allow the "System Support Contact" listed to serve as an Authorized Representative, with permission to act on the subscriber's or subscribing company's behalf with respect to the account, with permission to receive account information and make changes to the account.	

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SECTION "G" Emergency Contacts Details Same as Subscriber/Contact

GDMSS Emergency service available ONLY for SAT-C, MINI-C and FLEET 77.

(Below fields will be ignored for other systems)

Name:	Surname:
Address:	
City:	State/Province:
Postal/Zip Code:	Country:
24/24 Emergency Phone:	Mobile Number:
E-mail:	

SECTION "H" Invoice Type (applicable to fleet accounts only)

Single Invoice (all systems) Individual Invoices per System

SECTION "I" Authorized Representatives (to authorize additional representatives for this account, submit the "Additional Authorized Representatives Form")

1. Primary: <input type="checkbox"/> Same as Billing Rep.	<input type="checkbox"/> Fleet-wide <input type="checkbox"/> System only	2. Primary: <input type="checkbox"/> Same as Billing Rep.	<input type="checkbox"/> Fleet-wide <input type="checkbox"/> System only
Name:		Name:	
E-mail:		E-mail:	
Phone No.:		Phone No.:	
Title:		Title:	

Authorized Representatives Permissions: Authorized Representatives listed on this form have permission to act on the subscriber's or subscribing company's behalf with respect to the account, with permission to receive account information and make changes to the account. Such activities may include:

- Request changes in subscription plans
- Act on billing matters
- Request service suspension
- Request information regarding billing and usage details
- Request password for GEOBORDERS Self-Care portal
- Request termination of contract
- Request / Modify data usage monitoring alert

SECTION "L" Spending Control & Usage ALERTS

Email to notify:

HI-BALANCE Trigger (US\$):	Monthly Maximum Spend (US\$):	
Usage Control Period: <input type="checkbox"/> DISABLED <input type="checkbox"/> DAILY (midnight) <input type="checkbox"/> WEEKLY (midnight Sunday) <input type="checkbox"/> MONTHLY (midnight last day of the month)		
VOICE	HI-USAGE ALERT Trigger Minutes:	MAXIMUM-USAGE ALERT/SUSPEND Trigger Minutes:
DATA	HI-USAGE ALERT Trigger Mb:	MAXIMUM-USAGE ALERT/SUSPEND Trigger Mb:
STREAMING	HI-USAGE ALERT Trigger Minutes:	MAXIMUM-USAGE ALERT/SUSPEND Trigger Minutes:

AUTO-SUSPEND: DISABLED ENABLED (no flags on both options will mean DISABLED)
If you ENABLE AUTO-SUSPEND the SIM CARD will be auto suspended if any of limits listed above had reached their maximum spending value.

SERVICE RESTRICTIONS: DISABLE ISDN DISABLE FAX DISABLE SREAMING
 Limit Streaming to 256kbps Limit Streaming to 128 kbps Limit Streaming to 64 kbps Limit Streaming to 32 kbps Limit Streaming to 16 kbps Limit Streaming to 8 kbps

- We can notify or suspend if a service uses more than a specified amount of airtime (MBs or Minutes) per month. If you would like to use this service, please specify the amount of MBs and or Minutes at which you would like to be alerted. (Please note: the limits you write on this form are initial limits, you can change them on our Selfcare portal)
- This service is offered to assist with usage control, however if because of system failure or any or any other reason outside of our control a report is not generated or not received, all usage generated will be invoiced and due of payment as per our terms and conditions.
- We recommend customers on an allowance plan should set the monitor/advice at or before the allowance plan level

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GEOBORDERS SATELLITE LTD – MSS (Mobile Satellite Services) Terms and Conditions

Introduction: These terms and conditions govern the relationship between Geoborders Satellite Ltd (Geoborders) and the Subscriber and are the basis of the provision of Services by Geoborders.

1] Definitions: In these conditions of contract the following expressions will have the following meaning:

- a) GEOBORDERS shall mean Geoborders Satellite Ltd whose registered office is: 1A Pope Street, London SE1 3PR, United Kingdom.
- b) SUBSCRIBER will be any company, partnership, practice or person purchasing Services directly or indirectly through Geoborders as identified on the front of this document.
- c) CONTRACT shall mean this Contract.
- d) SERVICES shall mean the Service identified in the previous section of this Contract.
- e) INVOICE shall mean the sales invoice as issued by Geoborders.
- f) DEFAULT shall mean the failure of the Subscriber to materially perform or observe any term hereunder, which failure has not been cured within thirty (30) days of receipts of written notice from Geoborders.
- g) NETWORK means the Satellite or terrestrial system that provide the Service.
- h) SIM means Subscriber Identity Module.
- i) INITIAL CONTRACT DURATION shall mean the first period of a Contract with the Subscriber prior to any renewals.
- j) MINIMUM PERIOD shall mean the initial contract duration and/or any period as detailed in previous sections.

2] Availability Of Limited Service: Service is generally available to satellite terminals equipped for this service when within the satellite footprint. Service is furnished to Customer or Customer's authorized user. A telephone number may not appear in more than one terminal. Customer has no property right in such number. Geoborders reserves the right to assign, designate, or change such number, when, in its sole discretion, such action is reasonably necessary in the conduct of its business.

3] Geoborders Service: Customer has contracted to have Geoborders Satellite Ltd, 1A Pope Street, London, SE1 3PR, UK provide the service under the terms detailed on the front page of this Agreement at Section II. Basic Inmarsat Service is provided via the global Inmarsat Phone network. Some Inmarsat Services are provided through resale agreements with registered Service Partners. Globalstar service is provided through stations operated by and roaming agreements of Globalstar. Iridium service is provided by Iridium Communications Inc. through Service Partners and Service Providers.

Customer agrees to remain as a subscriber of the service for a period of one year from the date of service activation, and furthermore, agrees to pay any applicable activation, monthly service, service usage fees and any applicable taxes thereon. Geoborders reserves the right to charge rates at anytime.

4] Data Transmission Use & Dropped Calls: Due to the technical nature of data setups and the inherent sophistication of data transmission through a variety of operating systems, Geoborders makes no representation as to the success of data calls through the system. Customer agrees that all data call attempts regardless of ultimate successful transmission and termination will be paid for and no credits will be given in the event of dispute of this nature. Along with potential incorrect use (i.e.: next to a building/obstruction), the Iridium system (a low earth orbiting satellite constellation) has inherent flaws and anomalies that can create dropped calls of either voice or data nature. Dropped calls will not be credited. Geoborders can provide data setup technical support beyond the normal provided setup instructions at an additional charge. Please consult with a sales representative for more details.

5] Early terminations: Early terminations during the first year of service are subject to a US\$250.00 cancellation fee. Customer may renew for successive one (1) year service periods at the same terms and conditions contained herein. Notice of termination should be made in writing to the "Geoborders Customer Care Department at: Viale B. Bisagno, 2 - 16129 Genova - ITALY" no less than thirty (30) days prior to the expiration of any term of this Agreement. This Service Agreement cannot be assigned without the written consent of Geoborders. Geoborders reserves the right to terminate this Contract at any time during the contract period.

6] Invoicing and Guarantee of Payment of Services: GEOBORDERS or Assignee will invoice customer monthly. This bill is due and payable upon receipt. Monthly recurring charges are billed monthly in advance. Customer understands that they are responsible for all air time charges, including but not limited to direct airtime, long distance and roaming charges (if applicable), and

charges for any Customer-elected, value-added services (when available). Payment must be made in U.S. Dollars. Customer requests for direct billing are subject to credit approval and may be subject to required deposits and/or direct payment by credit card or a guarantee authorized against a valid accepted credit card.

7] Taxes: The price of the service does not include sales, usage, excise, ad valorem, property or any other taxes now or hereafter imposed, directly or indirectly, by any governmental authority or agency with respect to the Service. Customer shall pay such taxes directly or reimburse Geoborders for any such taxes.

8] Deposits: Mobile Satellite services are granted subject to credit approval by Geoborders. Geoborders requires the establishment of credit or the ability to pay invoices according to the established terms. Deposits may be required for Non-UK citizens or customers who do not have established credit. Customers will be advised prior to service activation if a deposit is required. Deposits will be refunded at service or contract termination.

9] Foreign Credit Cards: Foreign credit cards will be accepted only after a complete verification has been done with the issuing bank. The issuing bank must contact the credit card holder and confirm the authorization for the charge to be approved. Verification of foreign credit cards may delay order processing for up to 72 hours. All deposits for terminals will still apply. Geoborders reserves the right to decline any credit card transaction.

10] Non-Payment / Breach: A late charge of the lesser of 1-1/2% per month will be applied to each of Customer's service bills not paid by the due date. This late charge is applicable to the unpaid balance as of the due date. Customer shall pay Geoborders all costs including, without limitation, reasonable attorney fees, the fees of any collection agency, and any other costs incurred by Geoborders in exercising any of its rights under the Agreement. Should Customer's service be suspended for non-payment Geoborders will charge a decommissioning fee of \$50.00 per mobile terminal for re-activation of the suspended terminal.

11] Contractual Limitations: During the contract period, customer may change their pricing plan to a higher bundle free of charge. Moving to a lower pricing plan with fewer included minutes will incur a fee of \$50.00 and will renew the twelve month contract period.

12] Limitation of Liability: The satellite services provided by Geoborders may be temporarily interrupted, delayed or otherwise limited and is not available everywhere in the world. Geoborders makes no representation that it can provide uninterrupted service. Furthermore, Geoborders shall have no liabilities or credit due for interrupted service unless caused by the gross negligence of Geoborders. Geoborders shall not be liable for acts or omissions of other carriers, equipment failures or modifications, acts of God, strikes, government actions, or other causes beyond our reasonable control.

GEOBORDERS MAKES NO WARRANTIES WITH RESPECT TO THE SERVICE OF ANY KIND WHATSOEVER, EXPRESSED OR IMPLIED, EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT. THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE ARE HEREBY DISCLAIMED AND EXCLUDED. GEOBORDERS SHALL NOT BE LIABLE TO ITS DISTRIBUTOR OR CUSTOMER OR ANY THIRD PARTY FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES.

13] Subscriber Terminals and Equipment: Unless provided otherwise, Geoborders is not responsible for the installation, operation, quality of transmission, or maintenance of Customer equipment. If Customer's equipment is stolen, Customer is responsible for all charges as agreed upon in this Agreement.

14] Licensing: Customers wishing to operate satellite phones while in foreign territories shall be required to obtain any and all licensing or approvals that may be required to operate within that territory. Geoborders does not guarantee any authority to radiate from territories other than those allowing trans-border operations of Inmarsat equipment.

15] Governing Law: This contract is governed by the English Laws of United Kingdom and shall be subject to the exclusive jurisdiction of the English courts.

16] CUSTOMER AGREES THAT ANY LEGAL PROCEEDING COMMENCED BY ONE PARTY AGAINST THE OTHER, SHALL BE BROUGHT TO THE EXCLUSIVE JURISDICTION OF THE ENGLISH COURTS. BOTH PARTIES SUBMIT TO SUCH JURISDICTION AND WAIVE ANY OBJECTION TO VENUE AND/OR CLAIM OF INCONVENIENT FORUM.

SECTION "M" (Agreements to Term and Conditions)

I hereby agree to the Term and Conditions of this Agreement here attached as stated above. I Confirm that I have filled Sections A, B, C, D, E, F, G, H, I, L and that those informations are true. And I am also aware that updated Terms and Conditions are available at: https://geoborders.com/en/agreement_AIRTIME/ (www.geoborders.com website)

Name (PRINTED): _____ Title: _____

Signature: _____ Date ____/____/____

Your signature indicates that you have read, understand, and accept the terms and conditions of the attached "Geoborders Airtime Services End User Agreement." System activation fees apply. Additional set-up and monthly fees for optional services and plans may also apply. See Airtime Plans for details. Please allow two business (working) days to process.

Fax back ALL pages to:
0044. 330.684.0307
or scan and email to:
activations@geoborders.com

HOW TO FILL UP AIRTIME AGREEMENT:

HOW TO FILL IT UP:

1. SECTION "A" fill with your personal and/or company details.
2. SECTION "B" fill with your BILLING details.
3. SECTION "C" choose your airtime plan.
4. SECTION "D" Provisioning Details: write your OPENPORT SIM CARD SERIAL (written on the back of the sim card) and IMEI of your Terminal (written on the back of the terminal or in Web Configuration Page)
5. SECTION "E" Fixed installation information.
6. SECTION "F" Add contacts of your Support Person.
7. SECTION "G" Emergency Contacts ONLY for GDMSS stations
8. SECTION "H" Invoice type
9. SECTION "I" Authorized Representatives List
10. SECTION "L" set your USAGE ALERTS or AUTO SUSPEND
11. SECTION "M" sign, write your name in CAPITAL LETTERS and write the date.

PLEASE ATTACH:

1. Copy/Scan of your personal ID CARD or PASSPORT (driving licenses are not valid)
2. Copy/Scan of Certificate of Good Standing of your company (or equivalent certificate for overseas companies) inside this certificate it will be written the name of the person that can sign contracts for that company; this certificate cannot be older than 3 months.

HOW TO DELIVER YOUR AGREEMENT TO US:

1. **SCAN** all contract pages and documents required and email to: activations@geoborders.com (if you scan documents you do not need to mail them to us)
2. **FAX** all contract pages and documents required **and after MAIL ALL PAGES TO US** (mail address is at the bottom of the page)

FAX FROM UK: 0330.684.0307

FAX FROM OVERSEA: 0044.330.684.0307

MAIL ADDRESS:

GEOBORDERS SATELLITE LTD

N. 3 More London Place

SE1 2RE London

United Kingdom

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

Article 1 Scope of Terms and Conditions

(A) These Terms and Conditions shall apply to the authorization between Inmarsat Limited ("the Company") and the Owner or Licensee of the Mobile Earth Station ("MES") ("the MES Owner") described in the applicable Service Activation Registration Form ("SARF"), with respect to the utilization of the Inmarsat space segment by the MES.

(B) For the purpose of these Terms and Conditions:

- (1) "SARF" means an application made by the MES Owner for utilization of the Inmarsat space segment;
- (2) "Point of Service Activation (PSA)" means the entity responsible for processing the SARF.

(C) The MES Owner shall ensure that any operator or user of the MES ("the MES Operator") is informed of and complies with these Terms and Conditions, as far as applicable, at all times.

Article 2 MES Performance, Criteria and Operations

(A) Authorization Subject to Compliance with Technical, Operating and Other Requirements

(1) Throughout its utilization of the Inmarsat space segment, the MES shall comply with the criteria and performance standards to which it was type-approved, and the MES Owner and Operator shall comply with the operating procedures notified by the Company to the MES Owner and MES Operator at any time or times.

(2) The MES Owner shall notify the PSA promptly of any change in the Accounting Authority or Inmarsat Service Provider (ISP) or other billing entity, as specified in the SARF.

(3) The authorization to utilize the Inmarsat space segment shall be conditional upon compliance with this Article 2. The MES Owner and Operator shall not utilize the Inmarsat space segment in a manner contrary to the environmental usage and distress and safety conditions specified in the SARF or contrary to these Terms and Conditions, without the prior written consent of the Company.

(B) Sanctions in the Case of Non-compliance

(1) The Company shall be entitled, at any time or times, and with immediate effect, unilaterally to modify, restrict, suspend or terminate, temporarily or permanently, the authorization by notification to the MES Owner and the MES Operator, if the Company deems the MES or the MES Owner or the MES Operator to not so comply, or to practise a

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utilization not so authorized, no matter what the cause or causes of such non-compliance or practice.

(2) The Company shall also send a copy of the notification to the PSA.

(3) Unless the authorization has been terminated, the Company shall lift such modification, restriction or suspension, if it is demonstrated to the Company's satisfaction that compliance has been resumed and will be maintained, or that such unauthorized practice has been and will be discontinued by the MES Owner or MES Operator.

(C) Suspension and Termination in Special Circumstances

(1) The authorization shall be deemed to be suspended during any period in which persistent malfunction or any operation of the MES that degrades the performance of the Inmarsat space segment occurs.

(2) The authorization shall be deemed to be terminated if any one of the following circumstances occurs:

- a) any change in the information contained in the SARF which would require a change in MES identity;
- (b) significant modification or change to the MES;
- (c) in the case of a ship earth station (SES), removal of the SES from the ship on which it has been authorized to operate.

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

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

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

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

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

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

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(E) Compliance with National and International Regulations

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

Article 3 Financial Obligations

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

Article 4 Telecommunications Disclaimer

(A) This Article applies to the Company for itself and as trustee for the benefit of the lessors, manufacturers, or other providers of the Inmarsat space segment; the owners or operators of LESs; and the directors, officers, employees, agents or assignees, of any of them ("the other indemnitees").

(B) Subject to paragraph (D) below, neither the Company nor any of the other indemnitees shall be liable for any claims attributable to any unavailability, delay, interruption, disruption or degradation in or of the Inmarsat space segment capacity; modification, restriction, suspension or termination of the authorization in accordance with Article 2(D)(1) above; failure to restore access in accordance with Article 2(D)(2) and (3) above; or sharing of information about the status of the MES in accordance with Article 2(D)(4) or Article 3 above regardless of the cause or causes thereof. Such waiver of claims shall also extend to any direct or consequential loss, damage, liability or expense, loss of revenue or business harm of any kind.

(C) The MES Owner agrees to indemnify the Company and the other 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.

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Article 5 Language and Communications

(A) These terms and conditions and all documentation and communications required thereunder shall be in the English language.

(B) All communications pertinent to the authorization or to these Terms and Conditions shall be made or confirmed by telex, facsimile, data transmission or other written or electronic form. Communications by Inmarsat the Company to the MES Owner and the PSA shall be sent to its their last known address, and communications to the MES Operator shall be sent to via the MES.

Article 6 Amendments

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

Article 7 Certification and Agreement

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

Name (Print) _____

Signed: _____

Date: _____

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

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