

## Registration for Service Activation of Aircraft Earth Station (AES)

All Sections are to be completed by all customers.

Tick boxes as appropriate.

Please write in capital letters.

### PSA use only

Application number \_\_\_\_\_

Code

Date DAY / MONTH / YEAR

Customer's reference number \_\_\_\_\_

### 1 Your Details *(see note A)*

Your name or the name of your organisation \_\_\_\_\_

Address NUMBER & STREET \_\_\_\_\_

Town / City \_\_\_\_\_

State / Province \_\_\_\_\_

Postal / ZIP code \_\_\_\_\_

Country \_\_\_\_\_

Contact details

Telephone number

Country code

Area code

Number

Facsimile

Country code

Area code

Number

Contact person \_\_\_\_\_

Title \_\_\_\_\_

Department \_\_\_\_\_

Email \_\_\_\_\_

What is their telephone number and / or extension?

Country code \_\_\_\_\_

Area code \_\_\_\_\_

Telephone number \_\_\_\_\_

### 2 Paying the Bill *(see note B)*

With whom have you arranged payment of calls for this AES?

The Service Provider

What is their code     If the Code is unknown, enter their name \_\_\_\_\_

The Accounting Authority

What is their code     If the Code is unknown, enter their name \_\_\_\_\_

If the bills are to be settled directly by the Aircraft Owner / Operator please enter details below

Name \_\_\_\_\_

Address \_\_\_\_\_

Town / City \_\_\_\_\_

State / Province \_\_\_\_\_

Post / ZIP code \_\_\_\_\_

Country \_\_\_\_\_

Contact details

Telephone number

Country code

Area code

Number

Facsimile

Country code

Area code

Number

Contact person \_\_\_\_\_

Title \_\_\_\_\_

Department \_\_\_\_\_

Email \_\_\_\_\_

3

### What type of Aeronautical Station (AES) are you registering? *(see note C)*

Installed on an Aircraft  Fixed Installation

#### The System

Aero-C  Mini-M Aero  Aero H  Aero H+

Aero Swift64 ISDN  Aero Swift64 MPD  Aero I  Aero L

What will be the primary use of the AES? Government  Commercial Air carrier  Private / Corporate

What will be the country of registry of this AES?

4

### Technical Details for H, H+, I and L Services *(see note D)*

AES Manufacturer AES Model (Access Approval Number)

5

### What services are you applying for?

#### A Aero - C mobile Earth Stations (AES) *(see note E)*

Enter your Aeronautical Earth Station (AES) Serial number

Privacy  Telex answer back     PSA use *only* Inmarsat Mobile number

#### B Mini-M Aero, Swift64 and SIM card services *(see note F)*

Enter your Inmarsat Serial number (ISN)

Service Privacy Service code

4.8 Kbits Voice

4.8 kbit/s Voice

2.4 kbits/s Fax

2.4 kbit/s Data

56 kbit/s Data

64 kbit/s Data

3.1 kbit/s Audio

Speech

PSA use *only* Inmarsat Mobile number

76

76

76

76

60

60

60

60

Enter SIM card serial number (SSN)

Service Privacy Service code

4.8 Kbits Voice

4.8 kbit/s Voice

2.4 kbits/s Fax

2.4 kbit/s Data

56 kbit/s Data

64 kbit/s Data

3.1 kbit/s Audio

Speech

PSA use *only* Inmarsat Mobile number

76

76

76

76

60

60

60

60

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

## C Aero-H, -H+, -I and L- Services (Classic Aero Services) *(see note G)*

ICAO 24 bit technical address

PSA use only Inmarsat Mobile number (above converted into octal)

5

Number of Voice Channels

9600 bps

4800 bps

Direct dialling-in (alternate) number required Yes  No

Voice  Available for Aero-H, -H+ and -I

Fax  Only available for Aero-H+ and -I

Data  Only available for Aero-H+ and -I

PSA use only DDI number issued

Credit Card Option Required Yes

No

Dual AES installed Yes

No

*Please select service(s) required (tick in appropriate boxes).*

Service?

Voice

Privacy required?

Fax

Packet-Mode Data 2 (ACARS)

Packet-Mode Data 3 (OSI)

6

## Emergency Contact Details *(see note H)*

ALL USERS MUST COMPLETE THIS SECTION

Who should we contact?

Address

Town / City

State / Province

Post / ZIP code

Country

Contact details

Telephone number

Country code

Area code

Number

Facsimile

Country Code

Area code

Number

Alternative 24 hour emergency contact details

Telephone number

Country code

Area code

Number

Email address

7

## Installation Details *(see note I)*

*\* Complete only if installed in an aircraft.*

What is the aircraft's tail number (registration number)

Fuselage / Airframe number

In which country is the aircraft registered

Aircraft Manufacturer

Aircraft Model

If Commercial, please name Airline

*\* Complete only if installed in a fixed location.*

Complete only if you are installing an Aircraft Earth Station (AES) on a FIXED location *(including simulators)*

Fixed Location

Description of Use

8

**Integrator Details** (see note J)

Name

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Address

---

Town / City

State / Province

---

Post / ZIP code

Country

---

Contact details

Telephone number

Country code

Area code

Number

---

Facsimile

Country Code

Area code

Number

---

Contact person

Position

---

9

**Certification and Agreement** (see note K)Enter AA / ISP Code     , accepts the above Account

AA / ISP Signature

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I, \_\_\_\_\_, the owner, have read and agree to comply with the 'Terms and Conditions for the use of the Inmarsat space segment', in particular with all applicable national laws and regulations relating to the use of Inmarsat Mobile Terminals.

Signature

Date DAY / MONTH / YEAR

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I, \_\_\_\_\_, the representative of the Point of Service Activation (PSA) received this form completed and signed by the owner.

Signature

Date DAY / MONTH / YEAR

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# TERMS AND CONDITIONS FOR THE UTILISATION OF THE INMARSAT SPACE SEGMENT BY AIRCRAFT EARTH STATIONS (AESs)

## Article 1 Scope of Terms and Conditions

- A** These Terms and Conditions shall apply to the authorisation between Inmarsat Limited ("the Company") and the Licensee of the Aircraft Earth Station ("AES") ("the AES Licensee") described in the applicable Service Activation Registration Form ("SARF") with respect to the utilisation of the Inmarsat space segment by the AES.
- B** For the purpose of these Terms and Conditions:
  - 1. "SARF" means an application made by the AES Licensee for the utilisation of the Inmarsat space segment;
  - 2. "Point of Service Activation (PSA)" means the entity responsible for processing the SARF.
- C** The AES Licensee shall ensure that any operator or user of the AES ("the AES Operator") is informed of and complies with these Terms and Conditions, as far as applicable, at all times.

## Article 2 AES Performance, Criteria and Operations

### A Authorisation Subject to Compliance with Technical and Operating Requirements

- 1 Throughout the utilisation of the Inmarsat space segment:
  - a) the AES shall comply with the criteria and performance standards to which it was access-approved;
  - b) the AES shall be controlled by an operator holding a licence or certificate issued or recognised by the State under whose authority the aircraft is operating (AES Operator); and
  - c) AES Operators shall be required to comply with the Company's AES operating procedures, and with these Terms and Conditions as far as applicable, and any amendments thereto, as notified by the Company to the AES Licensee at any time or times.
- 2 The AES shall be used exclusively for peaceful purposes.
- 3 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.
- 4 The authorisation to utilise the Inmarsat space segment shall be conditional upon compliance with this Article 2. The AES Licensee and AES Operators shall not utilise the Inmarsat space segment in a manner contrary to the environmental usage and distress and safety conditions specified in the SARF or contrary to these Terms and Conditions, without the prior written consent of the Company.

### B Sanctions in the Case of Non-Compliance

- 1 The Company shall be entitled, at any time or times, and with immediate effect, unilaterally to modify, restrict, suspend or terminate, temporarily or permanently, the authorisation, by notification to the AES Licensee and the AES Operator, if the Company deems the AES or the AES Licensee or an AES Operator to not so comply, or to practice a utilisation not so authorised, no matter what the cause or causes of such non-compliance or practice.
- 2 The Company shall also send a copy of the notification to the PSA.
- 3 Unless the authorisation has been terminated, the Company shall lift such modification, restriction or suspension, if it is demonstrated to the Company's satisfaction that compliance has been resumed and will be maintained, or that such unauthorised practice has been and will be discontinued by the AES Licensee or the AES Operator.

### C Suspension and Termination in Special Circumstances

- 1 The authorisation shall be deemed to be suspended during any period in which persistent malfunction or any operation of the AES that degrades the performance of the Inmarsat space segment occurs.
- 2 The authorisation shall be deemed to be terminated if any of the following circumstances occurs:
  - a) reconfiguration of the AES while retaining the same configuration number;
  - b) any modification or change to the AES configuration or installation that will result in an installation with a different configuration number from that provided at the time of commissioning; and
  - c) any change in the information contained in the SARF which would require a change in the International AES Number.
- 3 The Company shall be notified promptly in writing via the PSA by the AES Licensee of any of the events specified in sub-paragraphs (1) and (2) above.
- 4 Upon suspension of the authorisation for the reasons set forth in sub-paragraph (1) above, the Company shall inform the AES Licensee whether any retesting is required, and when the suspension has been lifted.
- 5 Upon the termination of the authorisation for any of the reasons set forth in sub-paragraph (2) above, recommissioning and the issue of a new Commissioning Certificate shall be required in order for the AES to recommence utilisation of the system.

### 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 GES Operators in the Inmarsat system may, individually or jointly, suspend the authorisation due to non-payment of accounts for the telecommunications services provided by the GESs, loss or theft of the AES, 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 or 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.
- 2 Upon being satisfied that the causes of the suspension have been remedied, the Company and the GESs Operators may the suspension.
- 3 The suspension shall not restrict the AES from transmitting a distress alert and distress priority message. The Company 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 GES Operators may share information about the status of the AES with each other and with Nominated Barring Authorities designated by GES Operators.

## E Compliance with National and International Regulations

- 1 The issue of the Commissioning Certificate 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 space segment, the AES Licensee and the AES Operators shall, respectively, be required to ensure compliance with:
  - a) the conditions of any licence, certification or other authorisation for the installation and operation of the AES on board the aircraft, issued by the State under whose authority the aircraft is operating;
  - b) the conditions of the AES Operators' licences or certificates issued or recognised by the State under whose authority the aircraft is operating, relative to the use of the AES; and
  - c) all applicable national laws and regulations governing the use of radio communications of any State in which the AES is located at any time, and any applicable international regulations.
- 2 The AES Owner shall indemnify the Company and any GES Operator concerned against any loss incurred by them as a result of any non-compliance with this paragraph (E). The Company shall hold the benefit of this indemnity as trustee for any such GES Operator.

### Article 3 Financial Obligations

The establishment of charges for the telecommunications services provided by any ground earth station (GES) is the prerogative of the owner and/or operator of the GES. The AES Licensee without delay must pay all accounts for telecommunications services via any GES. In the event of delayed payment, the GES concerned may discontinue telecommunications services for the AES in default, except for the exchange of distress or safety-related traffic, as provided in Article 2 (D) (3) 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.

### 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 GESs; and the directors, officers, employees, agents or assignees, of any of them ("the other indemnities").
- B Subject to paragraph (D) below, neither the Company nor any of the other indemnities shall be liable for any claims attributable to any unavailability, delay, interruption, disruption or degradation in or of the Inmarsat space segment capacity; modification, restriction, suspension or termination of the authorisation in accordance with Article 2(D)(1) above, failure to restore access in accordance with Article 2(D)(2) or (3) above, or sharing of information about the status of the AES 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 AES Licensee agrees to indemnify the Company and the other indemnities 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 paragraph (B) above.
- D Nothing in this Article 4 shall exclude or limit liability for death or personal injury in any jurisdiction where, as a matter of law, such liability cannot be excluded or limited.

### Article 5 Language and Communications

- A These Terms and Conditions and all documentation and communications required there under shall be in the English language.
- B All communications pertinent to the authorisation or to these Terms and Conditions shall be made or confirmed by telex, facsimile, data transmission or other written 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 Licensee shall be sent to the AES Operator.

### 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 AES Licensee 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)

Signature

Date DAY / MONTH / YEAR

Relevant Aircraft TAIL Number

## Notes for Completing the Aeronautical Earth Station (AES) Service Activation Registration Form.

### Introduction

This registration Form applies to all Aeronautical customers. The Form should be completed and signed by the owner of the AES who will ultimately be responsible for the payment of communications traffic bills incurred by the AES.

To obtain the authorisation to activate the AES, 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 Customer Activation Unit at the following address:

Customer Activation Unit

Inmarsat

99 City Road

London EC1Y 1AX

United Kingdom

**Telephone** +44 207 728 1020

**Facsimile** +44 207 728 1142

**Email address** customer\_car@inmarsat.com

### Note A Your Details

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

### Note B Paying the bill

Aero-C, Mini-M Aero and Swift64 only: Enter the Inmarsat Service Provider (ISP) or Accounting Authority (AA) details that will be responsible for handling and managing your traffic account. This is the entity to which invoices from the LES will be sent. The customer must ensure that prior agreement with either the ISP or AA has been secured before completing this section.

Aero-H, -H+, -I and -L only: Enter the entity that will be responsible for handling and managing the AES traffic account. This is the entity to which invoices from the GES will be sent. It can be EITHER an Accounting Authority (AA), OR the owner or operator of the AES. The AES operator may be a commercial aircarrier, private / corporate aircraft owner, government institution or other category. If an AA is used the customer must ensure that prior agreement with the AA has been secured before completing this section.

### Note C What type of Aeronautical Earth Station (AES) are you registering?

This section determines the environment where the AES will be used, the system applied for, and the primary use of the AES. This section also identifies the model of the AES and the country where it will be registered. Indicate whether the AES will be installed on an Aircraft or at a Fixed Location. **The System:-** Under System, enter the type of AES to be activated **Primary use of the AES:-** Tick the box that represents the primary use of the AES **Country of Registry:** The country of registry is the country where the Aircraft is registered

### Note D Technical Details for H, H+, I and L Services

AES Manufacturer and Model: Enter the name of the AES manufacturer and the complete AES Model name, which is also known as the Access Approval Number. The manufacturer must supply this.

IMPORTANT: What services are you applying for? The Customer should complete the section pertaining to the activation.

### Note E Aero-C Aircraft 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.)

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

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

### Note F Mini-M Aero, Swift64 and SIM card services

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

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

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

### Note G Aero H, H+, I and L Services

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 is a 24-bit binary number that will be converted into an equivalent eight digit octal number. This number which is preceded by the "T" digit "5" forms the Primary ID and will be known as the 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. Aero-L does not have a voice channel and this information must then be left blank.

The IMN is used for communications with the AES that originate from the ground. If required, however, the AES may be assigned a Direct Dialling-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 DDI's for Fax and/or Data. The Applicant must indicate with a Y if a DDI number is required and for which services it is required.

Mark 'YES' if credit cards are to be used for payment for the use of the AES as this facility must be tested. This test is normally conducted with the AES calling the commissioning desk at the GES.

Mark 'YES or NO' if this is to be a Dual Installation. Make a duplicate of this page and complete the second ICAO 24-bit code for the 2nd installation on the copied page and insert this page here.

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.)

### Note H Emergency Contact Details

All AES users must complete this section for emergency contact details. You must provide the complete information required.

### Note I Installation Details

If the AES is installed on an aircraft, the aircraft tail number (registration number), the country where the aircraft is registered, the name of the aircraft manufacturer, aircraft model and the airframe number must be entered.

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.

### Note J 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 within the appropriate brackets for telephone and facsimile numbers. Enter the name of the contact person who will be responsible for dealing with queries concerning maintenance and support.

### Note K Certification and Agreement

To assist the PSA's, this is an entry for the AA 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 AES and has the ultimate responsibility for ensuring payment of traffic incurred by the AES.

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