



TERMS AND CONDITIONS FOR THE UTILIZATION OF THE INMARSAT SPACE SEGMENT BY AIRCRAFT EARTH STATIONS (AES)

Article 1

Scope of Terms and Conditions

- (A) These Terms and Conditions shall apply to the authorization 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 utilization 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 utilization 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) Authorization Subject to Compliance with Technical and Operating Requirements
- (1) Throughout the utilization 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 license or certificate issued or recognized 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 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.
 - (3) The authorization to utilize the Inmarsat space segment shall be conditional upon compliance with this Article 2. The AES Licensee and AES Operators 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 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 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 AES Licensee or the AES 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 AES that degrades the performance of the Inmarsat space segment occurs.
 - (2) The authorization 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 authorization 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 authorization 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 utilization 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 AES 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 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 lift 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 license, certification or other authorization 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' licenses or certificates issued or recognized 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 authorization 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 authorization 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.