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## 6. TERMS AND CONDITIONS

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### FOR THE UTILIZATION OF THE INMARSAT SPACE SEGMENT BY SHIP EARTH STATIONS AND LAND MOBILE EARTH STATIONS

#### Article 1

##### Scope of Terms and Conditions

- (A) These Terms and Conditions shall apply to the authorization between Electrotech Australia Pty. Ltd. ("Electrotech") and the Owner or Licensee of the Mobile Earth Station ("MES") ("the MES Owner") described in the applicable Activation Request Form ("ARF"), with respect to the utilization of the Inmarsat space segment by the MES.
- (B) For the purpose of these Terms and Conditions:
- (1) "ARF" means an application made by the MES Owner for utilization of the Inmarsat space segment;
  - (2) Airtime Provider (AP) means the entity responsible for processing the ARF which is Electrotech.
- (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 Electrotech to the MES Owner and MES Operator at any time or times.
  - (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 ARF, the MES manuals or contrary to these Terms and Conditions.
- (B) Sanctions in the Case of Non-compliance
- (1) Electrotech 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 Electrotech deems the MES or the MES Owner or the MES Operator to not so comply, or to practise a utilization not so authorized, no matter what the cause or causes of such non-compliance or practice.
  - (2) Unless the authorization has been terminated, Electrotech shall lift such modification, restriction or suspension, if it is demonstrated to Electrotech'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 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, Electrotech 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 Electrotech's Barring Procedures in force at the relevant time.
  - (2) Upon being satisfied that the causes of the suspension have been remedied, Electrotech 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. Electrotech 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 Electrotech's Barring Procedures, Electrotech 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.
- (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 radio communications 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 Electrotech and any LES Operator concerned against any loss incurred by them as a result of any non-compliance with this paragraph. Electrotech 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 Electrotech 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, AP or other billing entity specified in the ARF, 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 Electrotech 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 indemnities").
- (B) Subject to paragraph (D) below, neither Electrotech 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) 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 Electrotech and the other indemnities 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.

**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 or electronic form. Communications by Electrotech the Company to the MES Owner shall be sent to their last known address.

**Article 6  
Amendments**

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

**Article 7  
Airtime Contract**

This document serves as an airtime contract. It is only terminated on our receipt of written request or an Electrotech deactivation form irrespective of sale of vessel and contents or transferral of MES to another vessel in accordance with the principles of common law. Minimum of 3 months notification required for deactivation and these 3 months subscription are due.

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**7. CERTIFICATION AND AGREEMENT**

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By signing this document, I confirm that all the information provided above is true and accurate to the best of my knowledge. I the owner have read and agree to comply with the above Electrotech "Terms and Conditions". I am also legally capable to sign this contract. In order to deactivate the terminal at any point in the future I understand I need to send a written advice to Electrotech; preferably completing & returning an "Electrotech Deactivation Request form" (available on request or from our website ) for that purpose.

Name (Print) ..... Position .....

Signed: .....

Date: ..... Purchase Order No. (if required) .....