



Electrotech

AUSTRALIA

Electrotech Australia Pty Limited
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IRIDIUM SERVICE ACTIVATION REQUEST

1. APPLICANT DETAILS

Full Name Dealer/Client Code

Company Name ABN

Contact details: General Manager Accounts

Street Address

Postal Address

Telephone Fax E-mail

2. PACKAGE TYPE

<input type="checkbox"/> Global Postpaid 10 mins: <input type="checkbox"/> 75mins: <input type="checkbox"/> 150 mins: <input type="checkbox"/>	<input type="checkbox"/> Australian Postpaid
<input type="checkbox"/> Prepaid No.of mins: <input type="checkbox"/> 30 day Prepaid Extension: <input type="checkbox"/>	Go prepay:1000 <input type="checkbox"/> / 400 <input type="checkbox"/> mins
Certus Plans Megabyte/Gigabyte Allowance:	
<input type="checkbox"/> IOP Monthly Allowance Mins: <input type="checkbox"/> MBytes	Combination Plan (B-F): <input type="checkbox"/>

3. SIM CARD & TERMINAL IDENTIFICATION

Iridium SIM Card Identification Number (ICC-ID):

8	9	8	8	1	6	9													
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Iridium Terminal IMEI Number :

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4. VESSEL DETAILS

Vessel name	Vessel type	Country of registration	MMSI
Call Sign	IMO Number	Capacity (passenger + crew)	Gross Tonnage

This terminal will be used for Maritime Distress and Safety purposes. Emergency contact details below:

Contact name:	Address:
Town/City:	State:
Postcode:	Country:
Telephone:	Alternative 24 hr telephone:
Fax:	E-Mail address:

5. CREDIT CARD DETAILS (You must complete this section if you do not have a 30-day credit account)

I/we authorise Electrotech Australia Pty Ltd to debit the account associated with the following credit card each month to pay for the service nominated in Section 2, above.

Credit Card Type : VISA / MASTERCARD / BANKCARD Expiry Date (MM/YY) : /

Credit Card Number :

Name of cardholder : Cardholder signature

6. TERMS AND CONDITIONS

FOR THE UTILIZATION OF THE IRIDIUM 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 Iridium 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 Iridium 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 Iridium 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 Iridium 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 Iridium system may, individually or jointly, suspend the authorization due to non-payment of accounts for the telecommunications services provided by the LESSs, 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 Iridium 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 (LESSs) is the prerogative of the owner and/or operator of the LES. All accounts for telecommunications services via the LESSs 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 Iridium 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 Iridium 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

7. CERTIFICATION AND AGREEMENT

I/we acknowledge and accept Electrotech Australia Pty Ltd.'s "terms and conditions" (as above) in making this agreement that constitutes a legally binding airtime contract. I/We are legally capable to sign this agreement. 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)