

FCC FORM 442

FOR
FCC
USE
ONLY

APPLICATION FOR NEW OR MODIFIED RADIO STATION AUTHORIZATION UNDER PART 5
OF FCC RULES - EXPERIMENTAL RADIO SERVICE (OTHER THAN BROADCAST)

SECTION I

APPLICANT NAME (Last, first, middle Initial)

COMSAT Mobile Communications

MAILING ADDRESS (Line 1) (Maximum 35 characters - refer to Instruction (2) on reverse of form)

Yo Lilanie Geiger

MAILING ADDRESS (Line 2) (If required) (Maximum 35 characters)

6560 Rock Spring Drive

CITY

Bethesda

STATE OR COUNTRY (If foreign address)

MD

ZIP CODE

20817

CALL SIGN OR FILE NUMBER

Enter in Column (A) the correct Fee Type Code for the service you are applying for. Fee Type Codes may be found in FCC Fee Filing Guides. Enter in Column (B) the Fee Multiple, if applicable. Enter in Column (C) the result obtained from multiplying the value of the Fee Type Code in Column (A) by the number entered in Column (B), if any.

(A)

(B)

(C)

FEE TYPE CODE

FEE MULTIPLE
(if required)

FEE DUE FOR FEE TYPE
CODE IN COLUMN (A)

FOR FCC USE ONLY

(1)

E A E

\$ 45.00

SECTION II

To be used only when you are requesting concurrent actions which result in a requirement to list more than one Fee Type Code.

(A)

FEE TYPE CODE

(B)

FEE MULTIPLE
(if required)

(C)

FEE DUE FOR FEE TYPE
CODE IN COLUMN (A)

FOR FCC USE ONLY

(2)

--	--	--

--	--	--	--

\$	
----	--

(3)

--	--	--

--	--	--	--

\$	
----	--

(4)

--	--	--

--	--	--	--

\$	
----	--

(5)

--	--	--

--	--	--	--

\$	
----	--

ADD ALL AMOUNTS SHOWN IN COLUMN C, LINES (1) THROUGH (5), AND ENTER THE TOTAL HERE. THIS AMOUNT SHOULD EQUAL YOUR ENCLOSED REMITTANCE.

TOTAL AMOUNT REMITTED
WITH THIS APPLICATION
OR FILING

\$

FOR FCC USE ONLY



Registration for service activation of Land Mobile Earth Station & Aero-C

Sections 1-4 and 7 are to be completed by all customers.
Tick boxes as appropriate.
Please write in block capitals.

RO use only ROcode			
Application number			
Date	Day	Month	Year
Customer's reference number			

1 Your details (See note A)

Your name or the name of your organisation:

COMSAT Mobile Communications

Address:

6560 Rock Spring Drive

Town/city:

Bethesda

State/province:

Maryland

Post/ZIP code:

20817

Country:

U.S.A.

Telephone: + Country code (1) - Area code (301) Telephone number (214-3432)

Facsimile: + Country code (1) - Area code (301) Facsimile number (214-7113)

Contact person:

Lilanie Geiger

Title:

Manager Service Development

Department:

Business Development

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 MES?

The Service Provider ☐

The Accounting Authority ☒

What is their Code?

U S O I

If the Code is unknown, enter their name:

3 What type of Mobile Earth Station (MES) are you registering? (See note C)

Environment usage	The system	What will be the primary use of the MES?		Aero-C
		Land mobile/Land fixed		
Land mobile ☒	Inmarsat-A ☐	Government ☐	Agents ☐	Government ☐
Land fixed ☐	Inmarsat-B ☐	Transport ☐	Tourism ☐	Private/corporate ☐
Aero-C ☐	Inmarsat-C ☒	Media ☐	Rental ☐	Commercial ☐
	Inmarsat-M ☐	Security ☐	Energy and resource management ☐	Other ☐
	Inmarsat-phone mini-M ☐	Finance ☐		please specify
	Inmarsat Aero-C ☐	Humanitarian and emergency ☐	Agriculture ☐	
		Construction ☐	Other ☒	
		Mining ☐	please specify	
			Test & Demo.	

What will be the country of registry of this MES?

U.S.A.

Mobile Earth Station (MES) manufacturer

Trimble

Mobile Earth Station (MES) model

Galaxy Sentinel TNL80C

4 What services are you applying for?

Inmarsat-A services (See note D)

Enter your Mobile Earth Station (MES) Serial number

Primary Inmarsat Mobile number (if known)

Privacy ☐ Voice ☐ Fax ☐ HSD ☐ DHSD ☐ Telex ☐ Telex answerback

Secondary Inmarsat Mobile number (if known)

Privacy ☐ Voice ☐ Fax ☐ HSD ☐ DHSD ☐

Preferred service activation region Pacific ☐ Indian ☐ Atlantic East ☐ Atlantic West ☐

Preferred service activation LES:

Preferred service activation date: (day/month/year)

Agent to conduct test:

Country:

Telephone: + Country code () - Area code () Telephone number ()

Facsimile: + Country code () - Area code () Facsimile number () Go to Section 5

RO use only Type of test: Full ☐ Reduced ☐

Inmarsat-B services (See note E)

Enter your Inmarsat Serial number (ISN) 3

Tick only 1 service per row and Privacy if required

Number	Privacy	Voice	Fax	Data	HSD	Telex	Telex answerback	Service code	RO use only Inmarsat Mobile number
1	☐	☐	☐	☐	☐	☐			
2	☐	☐	☐	☐	☐	☐			
3	☐	☐	☐	☐	☐	☐			
4	☐	☐	☐	☐	☐	☐			
5	☐	☐	☐	☐	☐	☐			

To enter more services, copy and complete this page as required, then go to Section 5

Inmarsat-M services (See note F)

Enter your Inmarsat Serial number (ISN) 6

Tick only 1 service per row and Privacy if required

Number	Privacy	Voice	Fax	Data	Service code	RO use only Inmarsat Mobile number
1	☐	☐	☐	☐		
2	☐	☐	☐	☐		
3	☐	☐	☐	☐		
4	☐	☐	☐	☐		

To enter more services, copy and complete this page as required, then go to Section 5

Inmarsat-phone mini-M and SIM card services (See note G)

Enter your Inmarsat serial number (ISN)

7 6

Service	Privacy	Service code	RO use only Inmarsat Mobile number
Voice	☐	☐	
Fax	☐	☐	
Data	☐	☐	

Enter your SIM card serial number (SSN)

Service	Privacy	Service code	RO use only Inmarsat Mobile number
Voice	☐	☐	
Fax	☐	☐	
Data	☐	☐	

Inmarsat-C and Aero-C services (See note H)

Enter your Mobile Earth Station (MES) Serial number

0200005033, 0200004876, 0200004871

Privacy Telex answerback

☒

L I L A

RO use only

Inmarsat Mobile number

--	--	--	--	--	--	--	--	--	--

Go to section 6

5 Multi-channel details (see Note I)

If you are NOT applying for a multi-channel or the Mobile Earth Station (MES) is not part of a multi-channel GO TO SECTION 6

If the Mobile Earth Station (MES) applied for is part of a multi-channel but is NOT the primary channel enter the required information below:

INMARSAT-A ONLY

Enter the Primary Inmarsat Mobile number of the primary channel

--	--	--	--	--	--	--	--	--	--

INMARSAT-B/M/Inmarsat-phone mini-M ONLY

Enter the Inmarsat Serial number of the primary channel

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

If you are applying for more than one channel copy and complete Sections 4 and 5 for each MES that is part of this multi-channel application.

6 To be completed for Aero-C Mobile Earth Stations (MES) only (see Note J)

What is the aircraft's registration or tail number?

Fuselage/airframe number

In which country is the aircraft registered?

Type of aircraft

Name of model

7 Certification and agreement

Lilanie Geiger

the owner, have read and agree to comply with the 'Terms and Conditions for the use of the Inmarsat space segment' on the next page.

Signed

Date

L. Geiger

2/22/99

Terms and Conditions for utilization of the Inmarsat Space Segment by Mobile Earth Stations (MESS)

Article 1. Scope of Terms and Conditions

Subject to the Inmarsat Convention and Operating Agreement, and any further terms and conditions that Inmarsat may attach, these terms and conditions shall apply to the authorization made by Inmarsat to the Owner of the Mobile Earth Station (MES) described in the Service Activation Registration Form (SARF), with respect to the utilization of the Inmarsat Space Segment by the MES.

Article 2. Mobile Earth Station Performance, Criteria and Operations

(A) Authorization Subject to Compliance with Technical and Operating 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 by Inmarsat, and the MES Operator shall comply with the operating procedures notified by Inmarsat to the MES Owner and MES Operator at any time or times.

(2) The authorization to utilize the Inmarsat space segment shall be conditional upon such compliance. The MES Operator shall not utilize the Inmarsat space segment for any purpose or in any manner other than as specified in the SARF and in these Terms and Conditions, without the prior written consent of Inmarsat.

(B) Sanctions in the Case of Non-compliance

(1) Inmarsat 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 MES Operator, if Inmarsat deems the MES 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) Inmarsat shall also send a copy of the notification to the Routing Organization through which the MES Owner's application for service activation was forwarded to Inmarsat.

(3) Unless the authorization has been terminated, Inmarsat shall lift such modification, restriction or suspension, if it is demonstrated to Inmarsat'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 Operator.

(C) Suspension and Termination in Special Circumstances

(1) The authorization shall be deemed to be suspended during any period in which persistent malfunc-

tion 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 Inmarsat promptly via the appropriate Routing Organization, 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 of law, Inmarsat 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 abuse 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 Inmarsat Billing Procedures in force at the relevant time. The suspension shall not restrict on SES in the transmission of a distress alert.

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

(E) Compliance with National Regulations

In utilizing the Inmarsat space segment, the MES Owner and MES Operator shall comply with the 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.

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 without delay. In the

event of delayed payment, the LES Operators concerned may discontinue telecommunications services for the MES in default, except for the transmission of a distress alert, in accordance with Article 2(D) above.

Article 4. Telecommunications Disclaimer

(A) In this Article, "Inmarsat" means Inmarsat, its Parties, Signatories, their officers, employees, agents, the lessors, manufacturers and other providers of the Inmarsat space segment, or their assignees, or any of them.

(B) Inmarsat shall not be liable to the MES Owner, MES operator, MES user or any other person or entity for any claims arising out of property damage or personal injury including death arising in any manner and related to any unavailability, delay, interruption, disruption or degradation in or of the Inmarsat space segment capacity or modification, restriction, suspension or termination of the authorization, including suspension pursuant to Article 2(D), regardless of the cause or causes thereof. Such waiver of claims shall also extend to any indirect or consequential loss, damage liability or expense, or loss of revenue or business harm of any kind.

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 form. Communications by Inmarsat to the MES Owner and the Routing Organization shall be sent to its last known address and communications to the MES Operator shall be sent to the MES.

Article 6. Amendments

The terms and conditions as herein stated are subject to amendment by the Council of Inmarsat, such amendment to become effective upon the date specified by the Inmarsat Council, but not less than thirty (30) days after the date of notification of the amendment to the MES Owner, the MES Operator and the Routing Organization through which the MES Owner's application for authorization was forwarded to Inmarsat.