

REQUEST FOR SPACE SEGMENT CAPACITY TO OPERATE INMARSAT TERMINALS FROM LAND-BASED LOCATIONS IN THE UNITED STATES

The Federal Communications Commission ("FCC") requires COMSAT Corporation ("COMSAT") to obtain authority prior to providing service to Inmarsat terminals operated from land-based (i.e., nonmaritime locations) within the United States. The FCC will only grant domestic service authority to COMSAT under certain circumstances. The FCC's determination is made on a case-by-case basis with regard to the specific facts of each request. For instance, the FCC has authorized COMSAT to provide space segment capacity in the United States where:

- (1) the capacity is required to test and demonstrate the communications capabilities of an Inmarsat terminal to prospective customers;
- (2) the performance of an Inmarsat terminal is to be tested prior to sending/taking it abroad;
- (3) personnel are to be trained in the use of Inmarsat terminal(s) prior to being deployed abroad;
- (4) an Inmarsat terminal is needed for emergency communications (either as backup communications or disaster relief); or
- (5) an Inmarsat terminal is required to provide services from a remote location where no alternative means of communications is available.

Therefore, the following information is necessary for COMSAT to prepare its request for authority from the FCC to provide domestic Inmarsat space segment capacity to your terminal(s) in a timely manner. The more specific and detailed the information you provide us about the intended use(s) of the terminal, the more likely it will be that COMSAT will be able to obtain timely FCC authorization to provide the services you need! Please feel free to attach additional pages if needed to answer questions fully.

1. Company's Name: COMSAT MOBILE COMMUNICATIONS
2. Company's Business: INMARSAT SERVICE PROVIDER

3. Who will operate the terminal? CMC ~~EMFEO~~
4. By what date do you need to operate the terminal in the U.S.? JULY 1998
For how long? SIX MONTHS

Please indicate on page 3 your reasons for needing to use the terminal by the specified date.

5. Will the same terminal also be used in one or more foreign countries or globally?
Yes ☒ No ☐

IF YES, please state on page 3 the country or countries involved, and how frequently you intend to use the terminal outside of the U.S.

SOUTH AMERICA - COUNTRIES UNKNOWN AT THIS TIME.
ASIA - HONG KONG, EUROPE - BELGIUM ; AFRICA

6. Will the terminal be used for test and/or demonstration purposes?
Yes ☒ No ☐

IF YES, please indicate on page 3 where the test(s) or demonstration(s) will take place, their duration and whether (a) this is a test prior to sale, (b) this is a test after sale prior to use, (c) this is a demonstration to potential customers, (d) the terminal will be a part of a test or demo pool, or (e) other (please describe).

7. Will the terminal be used to train your employees, customers, or other users?
Yes ☒ No ☐

IF YES, please explain on page 3 the nature, purpose, and duration of the training (indicating in particular whether the terminal will be used outside the U.S. or if personnel being trained will be deployed outside the U.S.):

8. Will the terminal be used for emergency communications or in a remote location where no alternative means of communications exist? Yes ☐ No ☒

IF YES, please describe on page 3 the nature of the emergency communication (if applicable), state the location, describe the communications service desired, and explain the reason(s) why existing means of communications, in particular those of the U.S. domestic mobile satellite service licensee (AMSC), are not available or are inadequate to meet your communications requirements:

10. Does your use of the Inmarsat terminal relate to a U.S. Government contract?
Yes _____ No ✓.

IF YES, please briefly describe below how the terminal will be used in fulfilling the government contract:

11. If not otherwise provided above, state the purpose for which the terminal will be used in the United States: TEST & DEMONSTRATION.

12. You are required to obtain a separate FCC license before operating the terminal in the United States. Have you applied to the FCC for a license to operate the terminal?
Yes ☒ No ☐

IF YES, give the date you filed the license application: _____; or the grant date: _____. Please attach a copy of the terminal license application.

IF NO, please complete the enclosed FCC application form and return it with the other commissioning materials, or explain on page 3 why no additional FCC license is required.

Use the space below to provide any additional requested information:

[illegible]

Thank you for your assistance in providing us the above information.



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 DR

Town/city:

BETHESDA

State/province:

MD

Post/ZIP code:

20817

Country:

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

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

Contact person:

LILIANE GEIGER

Title:

MANAGER SERVICE DEVELOPMENT BUSINESS DEVELOPMENT

Department:

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?

USOI

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?	
		Land mobile/Land fixed	Aero-C
Land mobile ☒	Inmarsat-A ☐	Government ☐	Government ☐
Land fixed ☐	Inmarsat-B ☐	Transport ☐	Private/corporate ☐
Aero-C ☐	Inmarsat-C ☒	Media ☐	Commercial ☐
	Inmarsat-M ☐	Security ☐	Other ☐
	Inmarsat-phone mini-M ☐	Finance ☐	please specify
	Inmarsat Aero-C ☐	Humanitarian and emergency ☐	
		Construction ☐	
		Mining ☐	
		Agents ☐	
		Tourism ☐	
		Rental ☐	
		Energy and resource management ☐	
		Agriculture ☐	
		Other ☒	
		please specify	

What will be the country of registry of this MES?

USA

Mobile Earth Station (MES) manufacturer

THRANE & THRANE

Mobile Earth Station (MES) model

TT 3222 B

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 Barring Procedures in force at the relevant time. The suspension shall not restrict an 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.

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

Enter your Mobile Earth Station (MES) Serial number

97204718 → 97204720 (3 terminals)

Privacy Telex answerback

RO use only

Inmarsat Mobile number

☒ L I L A

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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

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

Enter the Inmarsat Serial number of the primary channel

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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

I, 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

A. Geiger

2/24/98