



# KVH US Iridium Activation Form

KVH use only:  
Territory code:

**Dealer Information:**

Dealer Name \_\_\_\_\_ Contact Name \_\_\_\_\_  
Phone # \_\_\_\_\_ Fax # \_\_\_\_\_

**Subscriber Information:**

Subscriber Name or Company Name \_\_\_\_\_  
Subscriber Address \_\_\_\_\_  
Town/City \_\_\_\_\_ State \_\_\_\_\_ Postal/Zip \_\_\_\_\_ Country \_\_\_\_\_  
Phone # \_\_\_\_\_ Fax # \_\_\_\_\_  
E-mail \_\_\_\_\_ Social Security # \_\_\_\_\_ Date of Birth \_\_\_\_\_  
month / day / year

**Corporate Account Information** (Note: If EU based company, please provide VAT number)      Vat # \_\_\_\_\_

Company Name \_\_\_\_\_ Contact Person \_\_\_\_\_  
Company Address \_\_\_\_\_  
City/State/Postal Code \_\_\_\_\_ Country \_\_\_\_\_  
Phone # \_\_\_\_\_ Fax # \_\_\_\_\_ E-mail \_\_\_\_\_

**System Information:**

SIM Serial Number \_\_\_\_\_

**Service Payment Information:**

Primary Credit Card # \_\_\_\_\_ Exp. Date \_\_\_\_\_ Card Type \_\_\_\_\_  
Secondary Credit Card # \_\_\_\_\_ Exp. Date \_\_\_\_\_ Card Type \_\_\_\_\_  
Billing Name (if different from above) \_\_\_\_\_  
Billing Address (if different from above) \_\_\_\_\_  
City/State/Zip/Country \_\_\_\_\_

**Please select any additional Value-added Services (optional):**

- Voicemail            \$10/month
- 2 Stage Dialing            \$1.49/month
- +1 Access            \$10/month

**Vessel Information:**

Vessel Name \_\_\_\_\_ Type of Vessel     Power     Sail  
In which country is the vessel registered? \_\_\_\_\_  
Type or Builder of Vessel \_\_\_\_\_  
Length + Gross Tonnage \_\_\_\_\_  
Vessel Cellular # (if available) \_\_\_\_\_ Capacity Onboard \_\_\_\_\_

**Fax this completed form with a copy of your vessel's Radio License to: +1 401 845-8190**

Customer Signature \_\_\_\_\_ Date \_\_\_\_\_

Your signature indicates that you have read, understand, and accept the terms and conditions of both the Inmarsat End User Agreement & the Inmarsat Airtime by KVH End User Agreement. Contract term is for 12 months.

(please allow two business days to process)



# Iridium End User Agreement

## TERMS AND CONDITIONS FOR THE UTILIZATION OF THE IRIDIUM SPACE SEGMENT BY SHIP EARTH STATIONS AND LAND MOBILE EARTH STATIONS INCLUDING AERO-C & AERO MINI-M

### Article 1 Scope of Terms and Conditions

- (A) These Terms and Conditions shall apply to the authorization between Iridium Limited ("the Company") and the Owner or Licensee of the Mobile Earth Station ("MES") ("the MES Owner") described in the applicable Service Activation Registration Form ("SARF"), with respect to the utilization of the Iridium space segment by the MES.
- (B) For the purpose of these Terms and Conditions:
  - (1) "SARF" means an application made by the MES Owner for utilization of the Iridium space segment;
  - (2) "Point of Service Activation (PSA)" means the entity responsible for processing the SARF.
- (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 the Company to the MES Owner and MES Operator at any time or times.
  - (2) The MES shall be used exclusively for peaceful purposes.
  - (3) The MES Owner shall notify the PSA promptly of any change in the Accounting Authority or Iridium Service Provider (ISP) or other billing entity, as specified in the SARF.
  - (4) The authorization to utilize the Iridium space segment shall be conditional upon compliance with this Article 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 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 MES Owner and the MES Operator, if the Company deems the MES or the MES Owner or the MES 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 MES Owner or MES 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 MES that degrades the performance of the Iridium 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 the Company promptly in writing via the PSA 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 at law, the Company 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 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 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 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. The Company 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 the Company's Barring Procedures, the Company 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 the Company and any LES Operator concerned against any loss incurred by them as a result of any non-compliance with this paragraph. The Company 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, the Company 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). If an LES 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 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 the Company 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 indemnitees").
- (B) Subject to paragraph (D) below, neither the Company nor any of the other indemnitees 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 the Company and the other indemnitees 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 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 or electronic form. Communications by Iridium to the Company to the MES Owner and the PSA shall be sent to its/their last known address, and communications to the MES Operator shall be sent via the MES.

### 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 MES Owner, the MES Operator and the PSA.

NOTE: Monthly service fee of \$36.