Maritime Safety Service Application Form

Place Your Logo Here

This Maritime Safety Service Application Form ("**MSSAF**") effective __ _____ 2025 ("**Effective Date**") sets forth the terms and conditions under which _____("**Service Provider**") shall make available Iridium® Global Maritime Distress and Safety Service ("GMDSS" or the "**Service**") via the Iridium® global satellite enhanced group calling ("EGC") system ("Iridium SafetyCast") for the promulgation of Maritime Safety Information (MSI), navigational and meteorological warnings, meteorological forecasts, Search and Rescue ("SAR") information and other distress and/or safety-related messages to ships pursuant to *International Maritime Organization* requirements to the undersigned applicant ("**End-User**"). Service Provider and End-User are jointly referred to in this MSSAF as the "Parties" or singly as a "Party".

Applicant

Company Information

Company or Name	
Address	
City, State, Country	
Zip / Postal Code	

Emergency Contact Information

Name (First, Last)		Telephone No.	(Intl Code)
Email Address			

Activation Details (information supplied by Service Provider)

	Terminal Model	GMDSS Terminal is (tick all that apply):	☐ Ship Earth Station 1	☐ Ship Earth Station 2	
☐	SES 1	IMEI-1	_____	SIM/ICCID-1	_____
☐	SES 2	IMEI-2	_____	SIM/ICCID-2	_____

Vessel Registration Details

Vessel Name:						MMSI Type	
Vessel Type (select one):						MMSI Number	
☐	Container	☐	RORO	☐		Fleet Name	
☐	Fishing Vessel	☐	Research	☐		Callsign	
☐	Fixed Vessel	☐	Tanker/LNG /LPG	☐		Ship Registry	
☐	General Cargo	☐	Test	☐		Port of Registry	
☐	Gov/Mil	☐				Vessel Tonnage	
☐	Leisure	☐				Year of Build	
☐	Passenger	☐				Person Capacity	
IMO Number:		(if not exempt)					

PERSONAL DATA PRIVACY

Information concerning your vessel, your emergency contact, and your personal data will be shared by Service Provider with Iridium Satellite LLC for the purposes of providing the Service to you. THIS INFORMATION MAY BE PROCESSED FROM A LOCATION WHERE LAWS REGARDING PROCESSING PERSONAL DATA MAY BE DIFFERENT OR LESS STRINGENT THAN IN YOUR JURISDICTION. Service Provider functions as an independent business/data controller with regard to the processing of your personal data. Attached to this form is additional information on how Service Provider processes your personal data, and your rights regarding such processing. For information on Service Provider's processing of your personal data, please contact your Service Provider for any further information regarding its applicable data privacy notice and/or policy (including but not limited to GDPR).

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IRIDIUM GMDSS SERVICE TERMS AND CONDITIONS

1. SCOPE

This MSSAF governs the utilization of the Service made available to the End-User.

2. OPERATIONAL REQUIREMENTS AND USE CONDITIONS

2.1 Technical, Operating and Other Requirements

2.1.1 Throughout its utilization of the Service, End-User shall comply with the operating procedures notified by the GMDSS Terminal manufacturer and Service Provider and/or Iridium from time to time.

2.1.2 The GMDSS Terminal shall be used exclusively for peaceful purposes and not in a manner contrary to the environmental usage and distress and safety conditions specified in this MSSAF.

2.2 Fair Use

2.2.1 The fair use policy for the Service prohibits uses and activities involving the Service that can be deemed as unlawful and/or interfere with or diminish the fair use of the Iridium network by other subscribers or end-users, or otherwise infringe the rights of others.

2.2.2 Service is configured to connect and disconnect with the Iridium network and is strictly prohibited from enabling an always-on connection with the network that could negatively affect the available bandwidth for other subscribers. It is recognized by End-User that Iridium reserves the right to actively monitor usage statistics of subscribers on the network and take proactive measures to regulate and if necessary, terminate access to the Iridium network to ensure high quality network performance for all users on an ongoing basis.

2.3 Suspension or Termination of Service.

Service Provider may take any responsive actions (including but not limited to suspension or termination of the Service) or such other action it deems appropriate under the circumstances with or without notice if it determines that the fair use obligations and/or other terms or conditions in this MSSAF have been breached or violated Neither Service Provider nor Iridium, nor their respective agents or representatives will have any liability for any of these responsive actions.

2.4 Accuracy of Information. The Vessel identity and contact information provided by the End-User in this MSSAF will be input by Service Provider in a database that will be accessed and used by Navarea(s), Metarea(s) and RCC(s) to send and receive safety of life notifications. End-User is the solely responsible to ensure that all information provided on or pursuant to this MSSAF is current, accurate and complete. Service Provider is responsible to ensure that such information is collected and input into the database correctly. End-User is responsible for the information supplied by it and recognizes it may be held liable for any incorrect or unclear information which contributes to damage, injury or loss of life as part of a marine safety incident.

2.5 End-User (and/or any associated or underlying vessel owner) is aware that positional information, including personal data, is collected as part of the Service and that such information may be shared with authorized national and international agencies for the purpose of providing the Service and maritime safety. End-User hereby provides its express consent for use of any personal information provided pursuant to this MSSAF and processed in accordance with Service Provider's applicable data privacy policy.

3. TERM AND TERMINATION

3.1 The term ("Term") of this MSSAF shall commence on the Effective Date and shall continue for so long as Service Provider and End-User use the Service.

3.2 Articles 2,4, 4, 6, 7, 9, and 9 shall survive the termination of the Agreement.

4. DISCLAIMERS, AND LIMITATION OF LIABILITY

4.1 TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, SERVICE PROVIDER MAKES NO WARRANTIES, NEITHER EXPRESS NOR IMPLIED, NOR MAKES ANY REPRESENTATIONS, GUARANTEES OR CONDITIONS, INCLUDING WITHOUT LIMITATION, ANY IMPLIED REPRESENTATIONS, GUARANTEES, CONDITIONS OR WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, SATISFACTORY QUALITY, NON-INTERFERENCE, ACCURACY OF INFORMATIONAL CONTENT, OR ARISING FROM A COURSE OF DEALING, LAW, USAGE, OR TRADE PRACTICE, OR RELATED TO THE PERFORMANCE OR NONPERFORMANCE OF ANY IRIDIUM PRODUCTS, ACCESSORIES, FACILITIES, OR SERVICES, EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, AND IT IS UNDERSTOOD AND AGREED THAT ANY OTHER STANDARDS OF PERFORMANCE, GUARANTEES, CONDITIONS AND WARRANTIES ARE HEREBY EXPRESSLY EXCLUDED AND DISCLAIMED TO THE FULLEST EXTENT PERMITTED BY LAW.

4.2 SERVICE PROVIDER SHALL NOT BE LIABLE TO END-USER, NOR TO ITS AGENTS, REPRESENTATIVES, OR ANY OTHER END-USERS OF ITS SERVICES, NOR SHALL END-USER MAKE, OR PERMIT TO BE MADE, ANY CLAIM AGAINST IRIDIUM (OR ITS AFFILIATES), FOR ANY LOSSES, DAMAGES, LIABILITIES, JUDGMENTS, FINES, AMOUNTS PAID IN SETTLEMENT, EXPENSES AND COSTS OF DEFENSE SUSTAINED BY REASON OF ANY UNAVAILABILITY, DELAY, OUTAGES, FAULTINESS OR FAILURE OF THE FACILITIES, SERVICES, OR PRODUCTS TO BE MADE AVAILABLE BY SERVICE PROVIDER PURSUANT TO THIS AGREEMENT ("LOSSES"), INCLUDING LOSSES RESULTING FROM ANY PAST, PRESENT, OR FUTURE CLAIM, DEMAND, SUIT, ACTION OR PROCEEDING BROUGHT OR INITIATED BY A THIRD PARTY, INCLUDING WITHOUT LIMITATION, ACTIONS BY ANY FEDERAL OR STATE GOVERNMENTAL AUTHORITY.

4.3 IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER, WHETHER BASED ON CONTRACT OR TORT OR ANY OTHER LEGAL THEORY, INCLUDING WITHOUT LIMITATION STRICT LIABILITY, GROSS NEGLIGENCE OR NEGLIGENCE, FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION LOST PROFITS OR REVENUES, LOSS OF BUSINESS, LOSS OF PRIVACY, LOSS OF USE, LOSS OF TIME OR INCONVENIENCE, LOSS OF INFORMATION, DATA, SOFTWARE OR APPLICATIONS OR OTHER FINANCIAL LOSS, ARISING OUT OF OR RESULTING FROM THE PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT, WHETHER FORESEEABLE OR NOT.

5. ASSIGNMENT

This Agreement is personal to the Parties and may not be assigned or transferred by End-User without the prior written consent of Service Provider.

6. **FORCE MAJEURE**

No failure or omission by Service Provider or Iridium to carry out or observe any of the terms and conditions of this Agreement, shall give rise to any claim against Service Provider or Iridium or be deemed a

breach of this Agreement if such failure or omission arises from an act of God or any other force majeure, an act of Government, or any other cause beyond the reasonable control of Service Provider or Iridium.

7. CONFIDENTIALITY, INTELLECTUAL PROPERTY AND PUBLICITY

7.1 For a period of three (3) years from the date of disclosure thereof, each Party shall maintain the confidentiality of all information or data of any nature ("Information") provided to it by the other Party pursuant to or in connection with the Service and/or this Agreement, provided such Information contains a conspicuous marking identifying it as "Confidential" or "Proprietary" or would be recognizable by a prudent person as inherently on its face of a confidential nature (e.g., customer proprietary network information, non-public personal information, ship location). Each Party shall use the same efforts (but in no case less than reasonable efforts) to protect Information it receives hereunder as it accords to its own Information. All Information provided by any Party to the other hereunder shall be used solely for the purpose for which it is supplied. The above requirements shall not apply to Information which is already in the possession of the receiving Party through no breach of an obligation of confidentiality to the disclosing Party or any third party, is already publicly available through no breach of this Article or has been previously independently developed by the receiving Party. This Agreement shall not prevent any disclosure of Information pursuant to applicable law or regulation, provided that prior to making such disclosure, the receiving Party shall use reasonable efforts to notify the disclosing Party of this required disclosure.

7.2 The provision of the Service in no way grants to the Service Provider or End-User any title or ownership in intellectual property which may be included or embodied therein, it being understood that such intellectual property shall at all times remain the exclusive property of Iridium.

7.3 Without the prior written consent of the other Party hereto, neither Party shall release any public announcements referring to the other Party, Iridium or this Agreement.

7.4 Any third party information provided or made available pursuant to this Agreement shall be treated with utmost confidentiality and shall not be disclosed to any third parties except as absolutely necessary to comply with applicable laws or regulations (including but not limited to facilitating duties and obligations under the Safety of Life at Sea (SOLAS) Convention.

8. NOTICES

All notices, requests, or other communications hereunder shall be in writing, addressed to the Parties at the addresses set forth in the cover page of this Agreement with a copy sent to Iridium Satellite LLC, 1750 Tysons Boulevard, Suite 1400, McLean, Virginia 22102, Attn: Chief Legal Officer, ContractNotifications@Iridium.com. Notices mailed by registered or certified mail shall be conclusively deemed to have been received by the addressee on the fifth business day following the mailing of sending thereof. Notices sent by fax or email shall be conclusively deemed to have been received when the delivery confirmation is received. If either Party wishes to alter the address to which communications to it are sent, it may do so by providing the new address, in writing, to the other Party.

9. **COMPLIANCE WITH LAWS**

End-User represents and covenants that neither it nor its employees, agents, or representatives shall use the Service in any manner nor for any purpose(s) which constitute a violation of the laws or regulations of the United States or any agencies thereof, or the laws and/or regulations of any foreign jurisdiction in which the Service is being used, provided, distributed or marketed.

10. **MISCELLANEOUS**

10.1 No waiver by either Party to any provisions of this Agreement shall be binding unless made expressly and confirmed in writing. Any such waiver shall relate only to such matter, non-compliance or breach as it relates to and shall not apply to any subsequent or other matter, non-compliance or breach.

10.2 The relationship between and among the Parties hereto shall not be that of partners and nothing herein contained shall be deemed to constitute a partnership between and among them, or a merger of their assets, or their fiscal or other liabilities or undertakings. Neither Party shall have the right to bind the other Party except as expressly provided for herein.

10.3 This Agreement, and the continuance thereof by the Parties, is contingent upon the obtaining and the continuance of such approvals, consents, governmental and regulatory authorizations, licenses and permits as may be required or deemed necessary by the Parties, who shall endeavor to obtain and continue the same.

10.4 This Agreement shall be governed by the laws of the State of New York without reference to its principles of conflict of laws. The Parties shall use best efforts to resolve any disputes arising under this Agreement through amicable, good faith discussions to be conducted within twenty days (20) from either Party providing a written notice of dispute to the other Party. If the Parties are unable to resolve the dispute through such amicable discussions, then either Party may pursue resolution of the dispute by initiating arbitration proceedings in accordance with the arbitration procedures of the International Chamber of Commerce with such arbitration proceeding to be conducted at a mutually agreeable city within or near the jurisdiction of the Service Provider.

10.5 This Agreement represents the entire understanding between the Parties in relation to the matters dealt with herein and supersedes all previous covenants and representations made between the Parties in relation to the Agreement, whether oral or written. This Agreement may only be modified if such modification is in writing and signed by a duly authorized representative of each Party hereto. The Agreement may be executed by electronic signature and the electronic execution pages will be binding upon the executing Party to the same extent as the original executed pages.

VESSEL OWNER DECLARATION AND AGREEMENT

Signed On Behalf Of

Signature _____

Print Name _____

Title _____

Date _____