

**RF106**  
**Contract 5C9416, NASDA Centrifuge Program**

The following clause is contained in Buyer's Contract with its customer and Seller hereby agrees to the provisions of said clause.

**Article 1 – Definitions**

1. 22 Protected Space Operations means all launch vehicle activities, space station activities, and payload activities on Earth, in outer space, or in transit between Earth and outer space performed in furtherance of the Intergovernmental Agreement or performed under this contract. "Protected Space Operations" also includes all activities related to evolution of the Space Station as provided for in Article 14 of the Intergovernmental Agreement. "Protected Space Operations" excludes activities on Earth which are conducted on return from the Space Station to develop further a payload's product or process except when such development is for Space Station-related activities in implementation of the Intergovernmental Agreement or in performance of this contract. It includes, but is not limited to:

- (i) Research, design, development, test, manufacture, assembly, integration, operation, or use of launch or transfer vehicles, space station, payloads, related support equipment, and facilities and services;
- (ii) All activities related to ground support, test, training, simulation, or guidance and control equipment and related facilities or services.

1. 22. 1 Related Entity means:

- (i) A Partner State's contractors or subcontractors at any tier;
- (ii) A Partner State's users or customers at any tier; or
- (iii) A contractor or subcontractor of a Partner State's user or customer at any tier.

**ARTICLE 2 Cross-Waiver of Liability**

2. 1 Each Party agrees to a cross-waiver of liability. Each party waives all claims against any of the entities or persons listed in (i) through (vi) below based on Damage arising out of Protected Space Operations and the person, entity, or property damaged by virtue of its involvement in Protected Space Operations. The cross-waiver shall apply to any claims for damage, whatever the legal basis for such claims, including but not limited to delict and tort (including negligence of every degree and kind) and contract, against:

- (i) Another Party;
- (ii) A Related Entity of another Party;
- (iii) The employees of any of the entities identified in (i) and (ii) above
- (iv) Any Partner State other than each Party's State,
- (v) A Related Entity of any Partner State other than each Party's State,
- (vi) The employees of any of the entities identified in (iv) and (v) above.

2. 2 Flowdown of Cross-Waiver of Liability. In addition, each Party shall extend the cross-waiver of liability as set forth in Article 2.1 above to its own Related Entities by requiring them, by contract or otherwise, to agree to waive all claims against the entities or persons identified in 2.1(i) through 2.1(vi) above.

2. 3

- (2) For the Purpose of this Article:
  - (a) The term damage means:
    - (1) bodily injury to, or other impairment of health of, or death of, any person;
    - (2) damage to, loss of, or loss of use of any property;
    - (3) loss of revenue or profits; or
    - (4) other direct, indirect or consequential damage.

2. 4 Exclusions. Notwithstanding the other provisions of this Article 2, this cross-waiver shall not be applicable to:

- (i) Claims between a Party and its own Related Entity or between its own related Entities;
- (ii) Claims made by a natural person, his/her estate, survivors, or subrogees for injury or death of such natural person;
- (iii) Claims for damage caused by willful misconduct;
- (iv) Intellectual property claims.

2. 5 Not a Basis for Claim. Nothing in this cross-waiver shall be construed to create the basis for a claim or suit where none would otherwise exist.