CSLA RECIPROCAL WAIVER OF CLAIMS:

With acceptance of this Order Supplier hereby agrees to the RECIPROCAL WAIVER OF CLAIMS REQUIRED BY COMMERCIAL SPACE LAUNCH ACT the full text which can be found at 51 U.S. Code § 50914(b).

(a) In accordance with the applicable Department of Transportation commercial launch license requirements, SELLER agrees to a no-fault, no-subrogation, inter-participant waiver of liability pursuant to which each shall not bring a claim against the other, its contractors and subcontractors and the United States Government and its contractors and subcontractors, and each party agrees to be responsible for any Property Damage it incurs or for any Bodily Injury to, or Property Damage incurred by, its own employees resulting from Licensed Activity (as that term is defined in 14 CFR § 440.3), irrespective of whether such Bodily Injury or Property Damage is caused by SELLER, BUYER or by their contractors, subcontractors, officers, directors, agents, servants and employees and the Government and regardless of whether such Bodily Injury or Property Damage arises through negligence or otherwise. This agreement will also include any other provisions required by BUYER’s launch license and/or the Commercial Space Transportation Licensing Regulations set forth at 14 CFR § 440.17.

(b) SELLER and BUYER shall each be responsible for such insurance as they deem necessary to protect their respective property. Any insurance carried in accordance with this Article 1.B and any policy taken out in substitution or replacement for any such policy shall provide that the insurers shall waive any rights of subrogation against SELLER, BUYER, and the United States Government, as the case may be, and their contractors and subcontractors at every tier.

(c) SELLER and BUYER hereby agree to obtain a waiver in the form set forth above from any party with which it enters into an agreement relating to the activities contemplated by this Article, including without limitation, all of its respective contractors, subcontractors and suppliers at every tier, and all persons and entities to whom it assigns all or any part of its rights or obligations under this Agreement.

(d) As used herein, “Bodily Injury” means bodily injury, sickness, disease, disability, shock, mental anguish or mental injury sustained by any person including death and damages for care and loss of services resulting therefrom. “Property Damage” means injury to or destruction of tangible property including the loss of use of such injured or destroyed property.