



## SPACE X POLICIES

THE FOLLOWING TERMS ARE IN ADDITION TO, AND INCORPORATED INTO, SPACE X'S RIDESHARE LAUNCH SERVICES AGREEMENT. CAPITALIZED TERMS NOT DEFINED HEREIN ARE DEFINED IN THE RIDESHARE PAYLOAD USER'S GUIDE.

### SPACE X DISCLAIMER OF WARRANTIES

SpaceX has not made, nor does it make, any representation or warranty, whether written or oral, express or implied, including, but not limited to, any warranty of design, operation, quality, workmanship, suitability, result, merchantability, or fitness for a particular purpose with respect to the Launch Vehicle, the Launch Services, or any associated equipment or services. Any implied warranties, including warranties of merchantability and fitness for a particular purpose, are hereby expressly disclaimed.

### SPACE X RISK MANAGEMENT POLICY

1. **Liability for Damages.** In no event shall either SpaceX or Customer be liable for any indirect, special, incidental, exemplary, punitive or consequential damages, for specific performance, for the cost of procurement of substitute products or services, for lost revenues or profits, arising out of or related to the Agreement, howsoever caused and regardless of the theory of liability, whether based in contract, tort, equity or otherwise, including negligence, product liability, strict liability, or any other theory of liability.

1 →

To the fullest extent permitted by law, SpaceX's total and cumulative liability arising out of or related to a Launch Services Agreement howsoever caused and regardless of the theory of liability, whether based in contract, tort, equity or otherwise, including negligence, product liability, strict liability, or any other theory of liability, shall in no event exceed the amounts received by SpaceX from Customer for the applicable Launch Services. To the fullest extent permitted by law, Customer's total and cumulative liability arising out of or related to a Launch Services Agreement howsoever caused and regardless of the theory of liability, whether based in contract, tort, equity or otherwise, including negligence, product liability, strict liability, or any other theory of liability, shall in no event exceed an amount equal to the sum of all amounts received by and due and owing to SpaceX from Customer for the Launch Services. Customer shall be exclusively liable for any damage to the Payload and Payload-related equipment including, but not limited to, damage from static fires of the Launch Vehicle, other pre-Launch activities, Launch, and on-orbit operations. Except as expressly set forth below, Customer shall be responsible for procuring all insurances related to the Payload (with express waivers of subrogation as to SpaceX and its related third parties).

2 →

The limitations set forth in this Section shall not apply to (i) the Parties' indemnification obligations, including such obligations in Section 5(c) below, and (ii) breaches of the Parties confidentiality obligations set forth in the NDA.

3 →

2. **Insurance.** SpaceX shall satisfy (at its own expense) third-party launch liability insurance requirements in the amounts required by and consistent with applicable United States federal regulations and statutes governing commercial space launches. Such insurance shall cover death, bodily injury, property loss and damage to third parties for such launch activities as are prescribed by the Commercial Space Launch Act ("CSLA") and the terms of the launch license issued to SpaceX pursuant thereto ("Launch Activities"). Third-party launch liability insurance does not cover any loss or damage to the Payload or any Customer property, equipment, or personnel (or the property, equipment, or personnel of Customer's Related Third Parties). Insurance coverage for the Payload, Customer property, equipment, and personnel (and the property, equipment, or personnel of Customer's Related Third Parties), if procured, shall be purchased by Customer (or one of its Related Third Parties) prior to the arrival of the Payload at the Launch Site, and shall contain an express waiver of subrogation as to SpaceX and its Related Third Parties. Customer shall provide certificates of insurance and relevant excerpts from such policies to SpaceX once such insurance is procured.
3. **Excess Third-Party Liability for Launch Activities.** To the extent not covered by third-party launch liability insurance or eligible for coverage by the United States Government pursuant to the CSLA, SpaceX shall be exclusively liable to

4 →



third parties for any death, injury, loss or damage arising out of or related to the Launch Activities caused by SpaceX or its equipment (including the Launch Vehicle or parts or components thereof), and Customer shall be exclusively liable to third parties for any death, injury, loss or damage arising out of or related to the Launch Activities caused by Customer or its equipment (including the Payload or parts or components thereof).

4. **Insurance Support.** Subject to compliance with applicable law, the Parties shall cooperate with each other's efforts to obtain and maintain, and to file and settle any insurance claims arising out of or related to activities relating to the performance of the Agreement. Such cooperation may include preparing a launch industry-standard insurance briefing package, responding to insurers' questions, delivering requested information regarding the Launch Vehicle and the Launch Range, conducting insurance briefings and facilitating site inspections as required to obtain and maintain such insurance.

5. **Cross-Waivers; Indemnification.**

a. **Waivers.** Customer and SpaceX agree not to sue or otherwise bring a claim against the other Party, such Party's Related Third Parties, any Primary or Secondary Payload Customers, the Related Third Parties of any Primary or Secondary Payload Customer, or the U.S. Government or its contractors or subcontractors for any injury, death, property loss or damage (including, loss of or damage to the Payload, the Primary and Secondary Payload(s), the Launch Vehicle, or other financial loss), sustained by it or its employees, officers, directors or agents, arising out of or related to activities relating to the performance of the Agreement, regardless of fault. Such waiver shall not apply to claims for payments of the Launch Price, delay fees, late fees or termination fees, or charges for additional services under the Agreement.

b. **Extension of Waivers.** Customer and SpaceX hereby agree to extend the waiver of claims and release of liability herein to their Related Third Parties, respective contractors, subcontractors and insurers, requiring them to waive (in writing) the right to sue or otherwise bring a claim against the other Party or that Party's Related Third Parties, any Primary or Secondary Payload Customers or their Related Third Parties, or the U.S. Government or its contractors or subcontractors for any injury, death, property loss or damage (including loss of or damage to the Payload, the Primary and Secondary Payload(s), the Launch Vehicle, or other financial loss) sustained by them or any of their employees, officers, directors or agents, arising out of or related to activities relating to the performance of the Agreement.

c. **Indemnification.** Customer and SpaceX hereby agree to indemnify and hold harmless the other Party from and against any liability or expense, including attorneys' fees, resulting from any suit or claim by the indemnifying Party's Related Third Parties for any injury, death, property loss or damage (including loss of or damage to the Payload, the Launch Vehicle, or other loss) sustained by it or any of its employees, officers, directors or agents, arising out of or related to activities relating to the performance of the applicable Launch Services Agreement; and (ii) any suit or claim by a third party arising out of or related to an allegation that: (a) a Party's performance under a Launch Services Agreement; or (b) the design, manufacture or operation of the Launch Vehicle (by SpaceX and its Related Third Parties) or Payload (by Customer and its Related Third Parties), or any corresponding support equipment, infringes any third party's intellectual property rights.

d. **Indemnification Process.** All indemnification obligations in this Agreement are subject to the indemnified Party (i) promptly notifying the indemnifying Party in writing of the claim; (ii) allowing the indemnifying Party control of the claim; (iii) not making any admission in relation to the claim or agreeing to any settlement without the prior written consent of the indemnifying Party; and (iv) cooperating with the indemnifying Party in the defense and any related settlement negotiations.

e. **Applicability.** The obligation to waive claims shall apply to the Parties' contractors, subcontractors and insurers (at every tier) that are involved in activities relating to the performance of the applicable Launch Services Agreement. The waivers shall apply regardless of the theory of liability, whether based in contract, tort, equity



or otherwise, including negligence, product liability, strict liability, or any other theory of liability. Each Party agrees to obtain insurance to the extent it deems such insurance necessary, or no insurance if not deemed necessary, to cover death, injury, loss or damage for which it has waived the right to sue or bring a claim against the other Party, and each Party agrees to obtain a waiver of subrogation rights from any insurer providing such insurance coverage. Nothing in this Section 5(e) shall preclude either Party from suing or otherwise bringing a claim against its own Related Third Parties. The Parties agree to memorialize certain of the rights and obligations described in this Section 5(e) in an agreement advised or required by the appropriate U.S. regulatory authorities, to include execution of the form of cross-waivers found at this site:

Please see the current form United States FAA Cross-Waiver at the following hyperlink:

<http://www.ecfr.gov/cgi-bin/text-idx?SID=ca4bbb8cb08816a834838a65427aa135&node=pt14.4.440&rgn=div5>

In the event this link is ever inactive, the Form of Cross Waiver shall be the most recent Form of Cross-Waiver published in the United States Code of Federal Regulation