

excludes activities on Earth which are conducted on return from space to develop further a payload's product or process except for Shuttle-related activities necessary to complete implementation of this MOU.

Each Party agrees to a cross-waiver of liability pursuant to which each Party waives all claims against any of the entities or persons listed below based on Damage arising out of Protected Space Operations. This cross-waiver shall apply only if the person, entity, or property causing the Damage is involved in Protected Space Operations and the person, entity, or property Damaged is 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:

1. the other Party;
2. any Party who has signed a NASA MOU that includes a Shuttle flight;
3. a related entity of any Party in (1) and (2) above;
4. the employees of any of the entities identified in (1) through (3) above.

In addition, each Party shall extend the cross-waiver of liability as set forth 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 above.

For avoidance of doubt, this cross-waiver of liability includes a cross-waiver of liability arising from the Liability Convention where the person, entity, or property causing the damage is involved in Protected Space Operations and the person, entity, or property damaged is damaged by virtue of its involvement in Protected Space Operations.

Notwithstanding the other provisions of this MOU, this cross-waiver of liability shall not be applicable to:

1. claims between a Party and its own related entity or between its own related entities;
2. claims made by a natural person, his/her estate, survivors, or subrogees for injury or death of such natural person except where the subrogee is a party;
3. claims for damage caused by wilful misconduct;
4. intellectual property claims;
5. contract claims between the Parties based on the express contractual provisions of this MOU; or,