

- c. 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.
- d. "Liability" includes liability for payments made pursuant to United States' treaty, any judgment by a court of competent jurisdiction or administrative tribunal, administrative and litigation costs, and, after consultation with CSA, settlement payments.

7.3 Cross-Waiver of Liability

- a. The purpose of this subsection is to establish a cross-waiver of liability between the Parties to this Agreement, the parties to other NASA agreements involving Shuttle services or Training and the Related Entities of each of the above parties to encourage participation in space exploration, use, and investment. The cross-waiver of liability shall be broadly construed to achieve this objective.
- b. For the purposes of this cross-waiver:
- (1) The term "payload" means any property to be flown or used on or in the Shuttle.
 - (2) The term "Protected Space Operations" means all Space Shuttle, Training and payload activities on Earth, in outer space, or in transit between Earth and outer space done in implementation of this Agreement. Protected Space Operations for Training begins at the signature of this Agreement and ends when all activities necessary for the implementation of this Agreement are concluded. It includes, but is not limited to:
 - (a) research, design, development, test, manufacture, assembly, integration, operation, or use of: the Space Shuttle, orbital transfer vehicles, payloads, related support equipment and facilities and services;