

#### 7.4 Contractually-based Claims

Except as provided under the Disputes Settlement provision in Section 11.0, CSA shall not make any claims against the United States Government, its contractors or subcontractors for Damage or any other relief for any improper performance, or non-performance, in the provision of any services under this Agreement.

These limitations are subject to the following exceptions:

- a. CSA may make a claim for liquidated damages that may be payable as expressly provided for in the contracts entered into by the United States Government and its contractors or subcontractors for services performed for CSA.
- b. to the extent CSA is not compensated for Damage, by insurance or otherwise, this subsection 7.4 shall not prevent a claim from being brought by CSA against the United States Government if CSA suffers Damage:
  - (1) caused by failure of NASA to incorporate a cross-waiver, or its equivalent, in an Agreement with another customer who contracts with NASA for Shuttle services or Training.

#### 7.5 Limitation of Liability for Damage

To the extent that a risk of Liability for Damage is not dealt with expressly in this Agreement, the United States Government's liability to CSA, and CSA's liability to the United States Government arising out of this Agreement, whether or not arising as a result of an alleged breach of this Agreement, shall be limited to direct damages only and shall not include any loss of revenue, profits or other indirect or consequential damages.

#### 8.0 APPLICABLE LAW

The Parties hereby designate the United States Federal Law to govern this Agreement for all purposes, including but not limited to determining the validity of this Agreement, the meaning of its provisions, and the rights, obligations and remedies of the Parties. This designation by the Parties is, in part, due to the fact that most of the activities under this Agreement will occur in the United States.