

b. As used in this cross-waiver, the term:

1. "Related Entity" means:

- i. A contractor or subcontractor of a Party at any tier;
- ii. A user or customer of a Party at any tier; or
- iii. A contractor or subcontractor of a user or customer of a Party at any tier.

The term "Related Entity" may also apply to a State, or an agency or institution of a State, having the same relationship to a Party as described in subparagraphs b.1.i. through b.1.iii. above or otherwise engaged in the implementation of Protected Space Operations as defined in subparagraph b.4. below

"Contractors" and "Subcontractors" include suppliers of any kind;

2. "Damage" means:

- i. Bodily injury to, or other impairment of health of, or death of, any person;
- ii. Damage to, loss of, or loss of use of any property;
- iii. Loss of revenue or profits; or
- iv. Other direct, indirect, or consequential damage;

3. "Payload" means any property to be flown or used on or in the Space Shuttle.

4. "Protected Space Operations" means all Space Shuttle and payload activities on Earth, in outer space, or in transit between Earth and outer space done in implementation of this MOU. Protected Space Operations begin at the signature of this MOU and end when all activities necessary for implementation of this MOU are completed. It includes, but is not limited to:

- i. Research, design, development, test, manufacture, assembly, integration, operation, or use of: the Space Shuttle, transfer vehicles, payloads, related support equipment and facilities and services;
- ii. All activities related to ground support, test, training, simulation, or guidance and control equipment and related facilities or services. "Protected Space Operations" excludes activities on Earth which are conducted on return from space to develop further a payload's product or process for use other than for Space Shuttle-related activities necessary to complete implementation of this MOU.