

- (b) 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 Shuttle-related activities necessary to complete implementation of the Agreement.

- c. (1) 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 in (a) through (d) 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 as defined in any NASA agreement that includes Shuttle services or Training, and the person, entity, or property sustaining Damage is damaged by virtue of its involvement in protected space operations as defined in any NASA agreement that includes Shuttle services or Training. 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:
- (a) the other Party;
 - (b) any party to a NASA Agreement that includes Shuttle services or Training;
 - (c) a Related Entity of any party in (a) or (b); or
 - (d) the employees of any of the entities identified in (a) through (c) above.
- (2) In addition, each Party shall extend the cross-waiver of liability as set forth in Subparagraph c. (1) 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 in (1) (a) through (1) (d) above.