

ADDITIONAL TERMS AND CONDITIONS OF PURCHASE

COMMERCIAL SPACE LAUNCH ACT

(The following shall apply to articles and services to be utilized on launch vehicles launched pursuant to the Commercial Space Launch Act. Insurance requirements under the "Insurance/Entry on LOCKHEED MARTIN's Property," clause would not be applicable for third party liability incurred in connection with licensed launch activities, but would otherwise be applicable.)

As required by the Commercial Space Launch Act (CSLA), 49 U.S.C. §§ 70101 - 70119 as amended, the Parties agree as follows:

- (a) LOCKHEED MARTIN and the SELLER hereby agree to a reciprocal waiver of liability pursuant to which each Party agrees not to bring a claim in arbitration or otherwise or sue the other Party, the United States Government and its contractors and subcontractors at every tier or any Related Third Parties of the other Party, as defined in paragraph (f), for any property loss or damage it sustains and any property loss or personal injury, including death, sustained by any of its Related Third Parties, arising in any manner in connection with the performance of or activities carried out pursuant to a CSLA license.
- (b) LOCKHEED MARTIN and the SELLER shall each be responsible for property damage which they sustain and for bodily injury or property damage sustained by their employees arising in any manner in connection with the performance of or activities carried out pursuant to a CSLA license.
- (c) SELLER shall extend the waiver and release of claims and assumption of responsibility described in paragraphs (a) and (b) above to its Related Third Parties (other than employees, directors and officers) by requiring them (1) to waive and release all claims of liability they may have against LOCKHEED MARTIN, its Related Third Parties, and the United States Government and its contractors and subcontractors at every tier, and (2) to agree to be responsible for any property loss or damage or bodily injury, including death, sustained by any of them or their employees and arising in any manner in connection with the performance of or activities carried out pursuant to a CSLA license.
- (d) The waivers described in this paragraph shall extend to and bind the successors and assigns of each Party and its Related Third Parties, whether by subrogation or otherwise. Each Party shall obtain a waiver of subrogation and release of any right of recovery against the other Party and its Related Third Parties from any insurer providing coverage for the risks of loss for which the Party hereby waives claims under this paragraph.
- (e) SELLER shall defend, hold harmless and indemnify LOCKHEED MARTIN, its Related Third Parties and the United States Government and its contractors and subcontractors, from and against any and all liabilities, costs and expenses (including attorneys' fees) arising out of (1) any failure by SELLER to obtain the waivers and releases of claims of liability and the assumption of responsibility described in this paragraph, and (2) bodily injury or property damage sustained by SELLER's own employees in connection with the performance of or activities carried out pursuant to a CSLA license.
- (f) For purposes of this paragraph, Related Third Parties shall mean (1) directors, officers, employees and agents of either Party or of any customer to whom LOCKHEED MARTIN may provide launch services; (2) parties having any right, title or interest in any of the vehicles or equipment utilized by LOCKHEED MARTIN in providing launch services, including but not limited to satellites, transponders and launch vehicles; (3) contractors, subcontractors and suppliers at any tier, of either Party or of any customers of LOCKHEED MARTIN; and (4) additional parties involved in the launch services provided by LOCKHEED MARTIN or other activities governed by the CSLA.