

CUSTOMER CONTRACT REQUIREMENTS
Development Services Agreement
CUSTOMER CONTRACT IS-17-001

CUSTOMER CONTRACT REQUIREMENTS

The following customer contract requirements apply to this contract to the extent indicated below.

1. Prime Contract Special Provisions The following prime contract special provisions apply to this purchase order

Inter-Party Waiver .

This clause applies in the event Seller is involved in launch activities in the performance of this contract.

In the event Buyer's customer has agreed to the terms of a no-fault, no subrogation inter-party waiver of liability pursuant to the terms of Buyer's Customer's launch services agreement with respect to the NEXT Space Segment, whereby the parties to the launch services agreement agree not to make claims against each other for loss of, or damage to, property it sustains and for bodily injury or death of its own employees and to flow down the benefits of such agreement to their respective contractors and subcontractors at any tier (including suppliers of any kind) that are involved in the performance of the launch services agreement and, as a result, Buyer is required to extend such waiver of liability to Seller because Seller is considered to be involved in launch activities, Seller agrees to be bound by such waiver of liability and related indemnity provisions that may be contained in the launch services agreement and to cause its contractors and subcontractors at any tier (including suppliers of any kind) that are considered to be involved in launch activities in the performance of this Contract, to the extent required by the launch services agreement, to accede to such waiver. Seller shall execute and deliver any instrument that may be reasonably required by the launch services provider to evidence its agreement to be bound by such waiver and shall indemnify, defend and hold harmless Buyer and Buyer's customer, their divisions, subsidiaries, Affiliates, subcontractors, assignees of each, and their respective directors, officers, employees and agents from and against all claims and liabilities that result from Seller's failure to comply with such waiver requirement. In no event shall such no-fault, no-subrogation inter-party waiver and related indemnity provisions have any effect on the rights, obligations and liabilities of and between Seller and Buyer under this Contract. This provision shall be subject to modification, on mutually acceptable terms, to take into consideration any specific requirements of such interparty waiver of liability that may be in addition to or at variance with this paragraph as may be required by the launch services agreement once executed and delivered by the parties to the launch services agreement. In the event the launch services provider under the launch services agreement provides third party liability insurance for the benefit of Buyer's customer and its contractors and subcontractors at any tier (including suppliers of any kind) that are involved in the performance of the launch services agreement, Buyer's customer and Buyer shall cause the launch services provider to name Seller and its contractors and subcontractors, and the respective employees of each, in each case that are considered to be involved in launch activities in the performance of this Contract, as additional insureds under such liability insurance and to request the launch services provider to cause the insurers under such third party liability insurance to waive all rights of subrogation against Seller, its contractors and subcontractors, and the respective employees of each, in each case that are considered to be involved in launch activities in the performance of this Agreement to the maximum extent such waiver is available, if at all, in the commercial insurance market for the class of insurance.