



PRIME CONTRACT REQUIREMENTS

A. COMMERCIAL SPACE LAUNCH ACT INDEMNIFICATION

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 ULA Property" provision of the General Provisions, 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), 51 U.S.C. §§ 50914 as amended, the Parties agree as follows:

- (a) **Launch Liability Insurance.** ULA shall obtain and maintain in effect a policy of liability insurance as required by the terms of the Launch License and in the amount prescribed therein to pay claims by third parties for Bodily Injury and Property Damage resulting from Licensed Activity and shall name CONTRACTOR and Contractor's Subcontractors as additional insureds thereunder.
- (b) **Waiver and Release of Claims.**
- (i) ULA hereby waives and releases claims against CONTRACTOR and Contractor's Subcontractors for Property Damage it sustains and for Bodily Injury or Property Damage sustained by its own employees, resulting from Licensed Activity, regardless of fault.
- (ii) CONTRACTOR hereby waives and releases claims against ULA and ULA's Subcontractors, the United States, United States' Subcontractors, Customer and Customer's Related Third Parties for Property Damage it sustains and for Bodily Injury or Property Damage sustained by its own employees, resulting from Licensed Activity, regardless of fault.
- (c) **Assumption of Responsibility.**
- (i) ULA shall be responsible for Property Damage it sustains and for Bodily Injury or Property Damage sustained by its own employees, resulting from Licensed Activity, regardless of fault.
- (ii) CONTRACTOR shall be responsible for Property Damage it sustains and for Bodily Injury or Property Damage sustained by its own employees, resulting from Licensed Activity, regardless of fault.
- (d) **Extension of Assumption of Responsibility and Waiver and Release of Claims.**
- (i) ULA hereby agrees to implement a waiver and release of claims with each of ULA's Subcontractors, each Customer, each Customer's Related Third Parties, the United States and United States' Subcontractors, under which each such party waives and releases claims against CONTRACTOR and Contractor's Subcontractors and agrees to assume financial responsibility for Property Damage it sustains and for Bodily Injury or Property Damage sustained by its own employees and, except in the case of the United States and United States' Subcontractors, agrees to hold harmless and indemnify CONTRACTOR and Contractor's Subcontractors from Bodily Injury or Property Damage sustained by its employees, resulting from Licensed Activity, regardless of fault, provided that the waiver and release to be implemented by ULA with the United States and United States' Subcontractors shall apply only to the extent of claims that exceed the amount of launch liability insurance obtained by ULA under paragraph (a) of this clause.
- (ii) CONTRACTOR hereby agrees to implement a waiver and release of claims with each of Contractor's Subcontractors that have personnel or property at risk in the conduct of Licensed Activity, under which each of such Contractor's Subcontractors waives and releases claims against ULA, ULA's Subcontractors, Customers, Customer's Related Third Parties, the United States and United States' Subcontractors and agrees to assume financial responsibility for Property Damage such Contractor's Subcontractor sustains and for Bodily Injury or Property Damage sustained by its own employees and agrees to hold harmless and indemnify each such party from Bodily Injury or Property Damage sustained by such Contractor's Subcontractor's employees, resulting from Licensed Activity, regardless of fault.
- (e) **Indemnification.**
- (i) ULA shall defend, hold harmless and indemnify CONTRACTOR, and its directors, officers, servants, agents, subsidiaries, employees and assignees, or any of them, from and against liability, loss or damage arising out of claims that any of ULA's Subcontractors may have for Property Damage sustained by them and for Bodily Injury or Property Damage sustained by their employees, resulting from Licensed Activity, regardless of fault.
- (ii) CONTRACTOR shall defend, hold harmless and indemnify ULA, and its directors, officers, servants, agents, subsidiaries, employees and assignees, or any of them, from and against liability, loss or damage arising out of claims that any of Contractor's Subcontractors may have for Property Damage sustained by them and for Bodily Injury or Property Damage sustained by their employees, resulting from Licensed Activity, regardless of fault.
- (f) **Property Insurance.** CONTRACTOR and ULA shall each be responsible for such insurance as they deem necessary to protect their respective property. Any such insurance procured by one Party shall provide that the insurers shall waive all rights of subrogation against the other Party and, in the case of insurance procured by ULA, a waiver of subrogation for the benefit of Contractor's Subcontractors and, in the case of CONTRACTOR, a waiver of subrogation for the benefit of ULA's Subcontractors, Customer, Customer's Related Third Parties, the United States and United States' Subcontractors.
- (g) **Limitation.** Notwithstanding any provision of this clause to the contrary, any waiver, release, assumption of responsibility or agreement to hold harmless and indemnify herein shall not apply to claims for Bodily Injury or Property Damage resulting from willful misconduct of the party claiming relief, or the directors, officers, agents and employees of such party.
- (h) The following definitions will apply to this clause only.
- "Bodily Injury" means physical injury, sickness, disease, disability, shock, mental anguish, or mental injury sustained by any person, including death.
- "Contractor's Subcontractors" means those entities that are involved at any level, directly or indirectly, in the performance by CONTRACTOR of its obligations under this Agreement, and includes suppliers of property and services, and the component manufacturers of the Launch Vehicle.
- "CSLA" means the Commercial Space Launch Act, as amended, 51 U.S.C. Chapter 509 et. seq., including implementing regulations at 14 C.F.R. Parts 415 and 440.

“Customer” means a customer of ULA under a Launch Services Agreement.

“Customer’s Related Third Parties” means those contractors, subcontractors and suppliers at any tier involved directly or indirectly in the performance by Customer of its obligations under a Launch Services Agreement, Customer entities involved with payload processing or other activities in the payload processing facilities and parties having any right, title or interest in the satellite to be launched under the Launch Services Agreement or the Launch Vehicle.

“Launch License” means: (a) such current licenses issued by the Associate Administrator for Commercial Space Transportation, Federal Aviation Administration, Department of Transportation, to ULA, including all license orders issued in connection therewith; and (b) any future launch license issued to ULA in accordance with the CSLA and notified to CONTRACTOR.

“Launch Services Agreement” means the launch services agreement entered into between ULA and a Customer for the provision of launch services.

“Launch Vehicle” means the launch vehicle system consisting of (an Atlas lower stage and Centaur upper stage connected by an interstage adapter, the payload fairing and the payload adapter with separation system collectively identified as the Atlas) to perform launch services under the Launch License.

“Licensed Activity” means the launch of the Launch Vehicle in accordance with the terms of a Launch License.

“Property Damage” means partial or total destruction, impairment, or loss of tangible property, real or personal.

“ULA’s Subcontractors” means those entities, other than CONTRACTOR and Contractor’s Subcontractors that are involved at any level, directly or indirectly, in the performance by ULA of Licensed Activity.

“United States” means the United States and its agencies involved in Licensed Activity.

“United States’ Subcontractors” means those entities that are involved at any level, directly or indirectly, in the performance by the United States of any Licensed Activity.