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# K-Notes: Launch Services Contract

from Iridium Satellite

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## Space is Different: Force Majeure

In space, Force Majeure Clauses are different. A launch or rocket delay is considered a Force Majeure, and many things can cause these delays. You need to fully understand which circumstances are being called out.



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“The question you need to ask when dealing with launch services contracts is: What will happen if I’m late?”

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## KEY TAKEAWAYS

- **Customize the Termination Rights**

There’s no universal correct approach, so you need to talk to each department (finance, legal, etc.) to understand what level of risks everyone is willing to take.

- **Flag Cross Waivers**

Even though it’s a terrible provision to sign up for, the cross waiver is required by law when space is involved. According to the government, there would be no commercial space providers if everyone started suing each other. Flag cross waivers so your parent entities are aware of this.

- **Include Every Indemnification**

Both parties must indemnify each other, the government must indemnify you, and you must push that indemnification down to anyone going to space with you. If something doesn’t go as planned, which often happens, you need to know what will happen. Whose risk of loss is it?

- **Draft for Both Legal and Business Positions**

When drafting, there will be a lot of people involved, not just the drafter. You will need to look at it from both a business and a legal position to analyze risks, find solutions, and negotiate with informed knowledge.

On Cross Waivers and Indemnification:

“It’s no longer going after each other for a fee. It’s more about reaching space.”