



RIDESHARE LAUNCH SERVICES - TERMS AND CONDITIONS

- A. **Agreement.** Your Rideshare Launch Services Agreement (Agreement) with us is effective as of the date shown in the Acceptance of Request (Effective Date). The Agreement consists of, expressly incorporates by reference, and is subject to the following documents in this order of precedence:
1. FAA Cross-Waiver (as required by 14 CFR § 440.17);
 2. SpaceX Policies comprising SpaceX's Risk Management Policy (where your and our respective rights and obligations regarding liability, indemnity and insurance are contained) and Disclaimer of Warranties, are found in the SpaceX Policies attached hereto;
 3. These Terms and Conditions; and
 4. Statement of Work (SOW) and Rideshare Payload User's Guide further defining our Rideshare Launch Services, your required inputs and obligations, and capitalized terms used in this Agreement.
- B. **Launch Services.** You, the Customer, shall purchase, and we, SpaceX, shall furnish you, the Rideshare Launch Services for the Payload provided by you as defined in the Acceptance of Request. Additional services may be provided as detailed and priced in the SOW, subject to the terms of this Agreement.
- C. **Price, Payment and Taxes.** The price and payment structure for the Launch Services shall be as defined in the Acceptance of Request. We shall submit invoices at least fourteen (14) days in advance of the scheduled payment due dates, except for the invoice pertaining to the down payment, which shall be submitted to you within two (2) days of the Effective Date. Any mass beyond that allowed in the SOW that is requested by Customer before L-8 months shall be priced at \$5,500 per kilogram and after L-8 months shall be priced at \$11,000 per kilogram. Customer shall pay for any mass beyond that allowed in the SOW based upon the final as-measured mass, with payment due within seven (7) days after joint mating operations at the Launch Site, but no later than prior to Launch. We shall submit the final mass invoice, if required, within two (2) days of joint mating operations at the Launch Site. For any late payments, the payor will pay late fees of 10% per year applied on a daily basis until receipt in full, due seven (7) days after late fees invoice is submitted. You shall pay all taxes on your Payload, and we shall pay all taxes on the Launch Services.
- D. **Schedule.** The Launch Date shall occur during the Launch Period defined in the Acceptance of Request, and shall be determined as defined in the Rideshare Payload User's Guide. If your Payload will not be ready to launch on the first day of the Launch Period, we shall have the right to launch any Co-Payload(s) as scheduled without your Payload. If your Payload will not be ready to launch by the Launch Date, and no Re-booked Mission is mutually agreed upon, SpaceX shall retain the entire Price plus any payments made or owed for non-standard or mission unique services and hardware already provided to you (Additional Payments), with no further obligation or liability to you. Except as set forth in this Agreement, neither Party shall be responsible for any damages or losses resulting from any delays.
- E. **Re-Booking.** You may submit a request in writing to SpaceX to be re-booked on a subsequent SpaceX mission (Re-booked Mission) using the Form of Rebooking Agreement in Appendix B. SpaceX shall use reasonable efforts to accept your request, and any Launch Period for the Re-booked Mission shall be determined by SpaceX. You are limited to one re-booking per Payload. SpaceX's re-booking program is outlined in Appendix A.
- F. **Termination, Suspension.** Either of us may terminate this Agreement for a Material Breach by the other, so long as notice and time to cure of fifteen (15) days for nonpayment, or ninety (90) days for other breaches, are provided and have lapsed. Additionally, if you fail to make a payment on time and to cure within fifteen (15) days of notice, SpaceX may suspend work until payment is received or terminate this contract for your Material Breach. If you terminate for our Material Breach, we shall return to you all payments you made under this Agreement, without interest. If we terminate for your Material Breach, we retain all payments made and owed by you as of the date of termination. You may terminate this agreement at your convenience at any time, in which case SpaceX will retain the amounts paid and due at the time of termination. You may also terminate this Agreement if we have delayed, including our Excusable Delay, for more than 365 days, starting from the last date of the Launch Slot as defined in this Agreement, and we shall refund you all payments made under this Agreement without interest. Any amounts returned to you or retained by SpaceX under this paragraph are returned or retained without further obligation or liability to you. You may not terminate this Agreement if any payments are due and payable to us under this Agreement. The late fees, delay fees, readiness failure fees, and termination fees in this Agreement are liquidated damages based upon good faith estimates of damages to be incurred by late payment, delay or termination, and do not serve as a penalty.
- G. **Compliance with Laws; Governing Law and Venue.** We both shall comply with all national, federal, state and local licensing requirements, laws and regulations, including ITAR, EAR, and all other U.S. Customs and U.S. export/import laws, as applicable to our



respective businesses and the Launch Services. For purposes of the Registration Convention, you are responsible for registering the Payload, and we are responsible for registering the launch vehicle. We shall obtain all Licenses required to carry out the Launch Services, and you shall obtain all Licenses required to ship and operate the Payload. The laws of the State of New York, U.S.A shall govern this Agreement and both of our respective performances hereunder, without regard to provisions on the conflicts of laws. All actions or proceedings arising out of or related to this Agreement shall be litigated exclusively in the Federal courts located in the Southern and/or Eastern District of New York. We both hereby irrevocably waive any and all right to trial by jury in any legal proceeding arising out of or related to this Agreement. The provisions of the UN Convention on Contracts for the International Sale of Goods shall not apply.

- H. **Notices.** All notices under this Agreement shall be in writing and shall be sent via electronic, express and/or certified mail to the contacts identified in the SOW.
- I. **Publicity.** Neither of us shall make any public announcement, release, or other disclosure of information relating to this Agreement and/or Launch Service, including the existence of this Agreement, without the agreement of the other, such agreement not to be unreasonably withheld, conditioned or delayed. The terms of our NDA executed on the date specified in the Acceptance of Request apply to this Agreement and its subject matter.
- J. **Assignment.** This Agreement creates no joint venture, partnership or agency between us and may not be assigned except to the successor in a sale, acquisition or merger of the assignor, provided that we can lawfully perform the launch services for the successor. This Agreement is created solely for the benefit of SpaceX and you, and confers no right or remedies on any third parties.
- K. **Survivability.** If any portion of this Agreement is held invalid, it shall not affect the validity of the remaining Agreement, unless applying such remaining portions would frustrate the purpose of this Agreement.

By Customer requesting, and SpaceX responding with an Acceptance of Request for, Rideshare Launch Services, both of us agree that we have read, understood, and agree to, the terms of the Form of FAA Cross-Waiver, the SpaceX Policies, these Terms and Conditions, the SOW, and the Rideshare Payload User's Guide.



APPENDIX A: RE-BOOKING PROGRAM

You may submit a request in writing to SpaceX to be re-manifested on a Re-booked Mission using the form of Re-booking Agreement in Appendix B. Based on the date of SpaceX's approval of this request, which shall not be unreasonably withheld, the payments made toward your original Agreement shall be applied per the terms outlined in the table below.

Date of Re-booking Request Approval	Re-booking Cost
Before L-8 months	5% of the Price
Before L-3 months	10% of the Price
After L-3 months	No Re-booking

The Re-booking costs outlined above are due at the time of Re-booking and may be paid through a reduction in the credit to be applied to the Re-booked Mission. Remaining payments shall be made according to the payment schedule in Section C with the dates adjusted to reflect the Launch Period of the Re-booked Mission. Any Additional Payments shall be retained by SpaceX and not credited toward the Re-booked Mission. All credits toward the Re-booked Mission shall be applied only to future SpaceX launch payments and not otherwise refunded to you. Solely in the event that SpaceX cannot reasonably provide you a re-booking opportunity within twelve (12) months of the last day of the Launch Period, You may terminate the Agreement and SpaceX shall retain only 50% of the amounts paid and owed at the time of the request plus any Additional Payments as compensation for work completed and shall refund 50% of the amounts paid and owed at the time of the request to you without interest. Any amounts retained by SpaceX under this paragraph are retained without further obligation or liability to you.



APPENDIX B: FORM OF RE-BOOKING AGREEMENT

[Insert Company Name] submits this request to re-book the [Insert Payload Name] Payload on a subsequent SpaceX mission, as outlined in the Rideshare Launch Services Agreement dated [Insert Effective Date] (Agreement). By submitting this request, you understand and agree that your Payload will not be included on the originally scheduled mission and all payments made toward the original Agreement will be applied per the Re-booking Policy outlined in the Appendix A of the Agreement.

Re-booked Mission Parameters:

Launch Period:

_____ to _____

Orbital Parameters:

Semi-Major Axis Altitude (km): _____

Eccentricity: _____

Inclination (deg) _____

Crossing Time _____ ☐ MLTAN or ☐ MLTDN (select one)

Payload Modifications: ☐ Yes or ☐ No (select one)

If yes please specify: _____

Applicable Rideshare Payload User's Guide: _____ Version _____

Price and Payment Schedule:

Price (USD):

Rebooking Fee: _____

Launch: _____

TOTAL: _____

Payment Schedule (USD):

Payments Already Received: _____

Signature + 7 days: _____

[TBD Due Date]: _____

[TBD Due Date]: _____

[TBD Due Date]: _____

TOTAL: _____

By signing below, the Parties agree that this document will amend both the applicable payment dates and prices in section C of the Agreement and the Launch Period in Section D of the Agreement, to reflect the above changes, and delete section E from the Agreement. All other terms in the Agreement shall remain the same.

Customer Signature:

By: _____

Name/Title: _____

Date: _____

SpaceX Signature:

By: _____

Name/Title: _____

Date: _____



Subject to the terms and conditions of the Launch Services Agreement ("LSA") to which this SOW is attached, this SOW, and the accompanying Rideshare Payload User's Guide, define the services and deliverables to be provided by both Space Exploration Technologies Corp. ("SpaceX") and the Rideshare Payload Customer ("Customer") to launch the Rideshare Payload. The Launch Services shall be considered complete upon Launch and the completion of post-Launch activities detailed in this SOW, but not complete in the event of a Terminated Ignition.

1. PAYLOAD AND MISSION INFORMATION

1.1	Payload Maximum Mass	As defined in the Acceptance of Request
1.2	Payload Mechanical Interface	As defined in the Acceptance of Request
1.3	Payload Electrical Interface	As defined in the Acceptance of Request
1.4	Payload Orbit Parameters	As defined in the Acceptance of Request
1.5	Mission design by SpaceX shall meet the requirements of the LSA and SOW. SpaceX may:	Recover Launch Vehicle hardware Manifest one or more Co-Payloads Deploy Co-Payload(s) into the Payload orbit Deploy Co-Payload(s) before/after Payload
1.6	Mission Requirements	Documented in the Payload to Launch Vehicle Interface Control Document ("ICD")
1.7	Applicable Documents (requirements shall be complied with)	ICD - supersedes this SOW once signed AFSPCMAN 91-710 Rideshare Payload User's Guide Version defined in the Acceptance of Request
1.8	Reference Documents (contextual or ancillary information)	SMC-016 CCSFS/VSFB SpaceX Facility User's Guide

2. CUSTOMER REQUIREMENTS, SERVICES, AND DELIVERABLES

Any material failure by Customer to meet its responsibilities, including any non-compliance with the ICD, may result in a Customer delay requiring rebooking with applicable fees. Customer shall:

2.1	Provide to SpaceX the deliverables listed in Table 1 of the SOW
2.2	Complete Payload configuration worksheet no later than 2 weeks after Effective Date of LSA
2.3	Provide Payload environmental test approach and schedule qualification and acceptance, or protoqualification testing
2.4	Certify Payload is compatible with the Launch Vehicle maximum predicted environments ("MPE")
2.5	Verify compatibility of loads, environments, and deflections between Payload Constituents, if applicable
2.6	Provide support and information to enable SpaceX to satisfy the requirements of all applicable regulatory/licensing agencies and associated statutes
2.7	Provide evidence that Payload Constituents will not perform premature deployments
2.8	Allow SpaceX to perform physical inspection of the Payload during integration, if required
2.9	Serve as a single point of contact for SpaceX to solicit Launch Range safety inputs for the Payload
2.10	Complete all stand-alone Launch preparations within a set number of days of arriving at the Launch Site, as defined in the Acceptance of Request
2.11	Limit Launch Site processing team to no more than a set number of persons on base at any one time and limit base access request to no more than a set number of persons, as defined in the Acceptance of Request
2.12	Provide a SpaceX approved separation system for integrating and deploying spacecraft within the Payload
2.13	Design and build all electrical umbilical harnessing (including breakwires) between the Payload interface and the Standard Offering Bulkhead as defined by SpaceX in the ICD and Wire Harness Build Guides
2.14	Be able to charge Payload batteries while connected to the Launch Vehicle or guarantee that batteries will remain charged and Launch ready for up to forty-five (45) days without an umbilical connection after fairing encapsulation
2.15	If required, design and build all electrical harnessing necessary to connect the Payload EGSE to the umbilical junction box, or equivalent interface, as defined by SpaceX in the ICD and Wire Harness Build Guides
2.16	If required, provide the Payload-side and Launch Vehicle-side connectors for the Payload deployment harnessing at the Payload Interface as defined by SpaceX in the ICD
2.17	If required, support interface compatibility testing between separation system and Launch Vehicle hardware, providing any necessary test equipment, including test harnessing, as determined by SpaceX



3. SPACEX REQUIREMENTS, SERVICES, AND DELIVERABLES

Any delay by SpaceX may result in changes in the scheduling of the Launch Period, Launch Slot, Launch Interval or Launch Date, such changes not subject to any Customer rebooking fees. SpaceX shall:

3.1	Provide Launch Services for the Mission utilizing a SpaceX Launch Vehicle
3.2	Verify that the Launch Vehicle meets the requirements of the ICD
3.3	Provide one redundant deployment command channel and one breakwire channel per deployment from the Launch Vehicle
3.4	Provide a mechanical interface as defined in the ICD for the Payload
3.5	Provide all electrical harnesses up to the Standard Offering Bulkhead for the Payload
3.6	Design and build all deployment harnessing between the Payload interface and the Standard Offering Bulkhead as defined by SpaceX in the ICD
3.7	If required, provide the Payload-side and Launch Vehicle-side bulkhead connectors for the Customer-built electrical harnessing interface at the Standard Offering Bulkhead as defined by SpaceX in the ICD
3.8	If required, provide Payload EGSE-side and SpaceX ground-side bulkhead connector for Customer's EGSE harnessing as defined by SpaceX in the ICD
3.9	Provide the Launch Site facilities, equipment, documentation, and procedures to receive Customer's hardware, validate interfaces to Customer's hardware, integrate the Payload with the Launch Vehicle, and perform a Launch of the Payload
3.10	Provide overall management and technical direction to perform the tasks delineated in this SOW, including program planning, quality management, and schedule management

4. PAYLOAD LICENSING AND REGISTRATION

Prior to the arrival of the Payload at the Launch Site, Customer shall:

4.1	If procured, provide evidence of insurance for the Payload Customer property, equipment and personnel (with express waivers of subrogation as to SpaceX and its Related Third Parties), noting that SpaceX may conduct one or more Launch Vehicle wet dress rehearsals (inclusive of loading the Launch Vehicle with propellant) and static fire tests (inclusive of first-stage engine ignition) at the Launch pad prior to Launch. SpaceX may perform these operations with encapsulated Rideshare Payloads mated to the Launch Vehicle.
4.2	Provide evidence that the cross-waivers have been extended to (i) its Payload manufacturer(s); (ii) Related Third Parties with any ownership interest in the Payload; (iii) Customer's direct customers for the Payload; and (iv) any other Related Third Parties, respective contractors, subcontractors and insurers, as requested by SpaceX.
4.3	Provide a letter certifying that Customer has obtained all required Licenses and that all Payload information provided to SpaceX and/or any licensing agencies is complete and accurate in addition to copies of all required Licenses.

5. NOTICES

All notices under the Agreement shall be in writing and shall be hand-delivered or sent via electronic, express and/or certified mail to the contacts specified below. All notices, documents, deliverables and other communications between SpaceX and Customer, including by their respective employees and Related Third Parties shall be in English.

For correspondence sent to SpaceX, to each of:

SpaceX
1 Rocket Road
Hawthorne, CA 90250
Attn: Rideshare Sales
sales@spacex.com

SpaceX
1 Rocket Road
Hawthorne, CA 90250
Attn: Rideshare Mission Management
rideshareMM@spacex.com

For correspondence sent to Customer, to each Customer contact as identified in the Acceptance of Request.



TABLE 1: PROGRAM MILESTONES, REVIEWS AND DELIVERABLES

Schedule ¹	Title	Purpose	SpaceX Deliverables ²	Customer Deliverables ²
N/A	Agreement Signature	Authority to proceed with work.	- Signed Agreement - TAA questionnaire or Export Compliance Agreement template - Payload configuration worksheet	- Signed Agreement - Technical point(s) of contact
Signature + 2 weeks	Mission Integration Kickoff (not a review)	Introduction to the Range and mission integration worksheets are provided to the Customer. General Payload information is provided to SpaceX.	- Launch Range introduction - Payload Range Safety requirements - Range Safety submission document templates - Launch Site Facility User's Guide - Rideshare ICD template - Dynamic model worksheet - Mass properties worksheet - Separation system properties worksheet - Customer separation analysis template - Payload transmitter verification worksheet - Electrical interface pinout worksheet - Customer-built harness build guide & verification worksheet - Payload environmental test approach worksheet - Payload environmental verification report template	- Completed TAA questionnaire or Export Compliance Agreement - Completed Payload configuration worksheet
L-8 months ³	Mission Integration Analysis Inputs (not a review)	Payload inputs are provided to SpaceX to initiate mission integration analyses.		- Payload inputs to ICD - Payload CAD model - Payload dynamic model and worksheet - Payload mass properties - Payload separation system properties - Payload separation verification analysis - Payload transmitter verification - Payload electrical interface pinout worksheet - Payload environmental test approach and schedule - Propulsion system details (if required)
L-6 months	Range Safety Submission (not a review)	L-6 month Range Safety deliverables submitted by the Customer.		- Rideshare Range Safety Checklist - Program Introduction
L-6 months	Launch Campaign Planning Kickoff (not a review)	Launch campaign planning templates provided to the Customer.	- Launch campaign planning checklist template - Launch campaign daily schedule template - Licensing and insurance information template - Payload and equipment delivery information	
L-4 months	Launch Campaign Planning (not a review)	Initial launch campaign planning inputs are provided to SpaceX. Preliminary launch campaign plan and schedule are provided to Customer.	- Launch campaign planning checklist (preliminary) - Launch integration schedule (preliminary) - Launch campaign plan (preliminary)	- Initial inputs to launch campaign checklist - Initial inputs to launch campaign daily schedule - CAD for lifting GSE required for joint mating operations - Summary concept of operations for joint mating operations - List of emails for launch site badging access
L-4 months	Mission Integration (not a review)	Draft ICD, with supporting electrical interface definitions, are delivered to the Customer as well as nominal orbit information.	- Predicted orbit injection report - Draft ICD - Released Payload electrical interface pinout worksheet - SpaceX-built harness routing CAD model	Customer-built harness routing CAD model



Schedule ¹	Title	Purpose	SpaceX Deliverables ²	Customer Deliverables ²
L-4 months	Range Safety Submission (not a review)	L-4 month Range Safety deliverables submitted by the Customer.		- Ground Operating Plan (GOP) - AFSPCMAN 91-710 tailoring (if required) - Missile System Prelaunch Safety Package (MSPSP) (if required) - Certification Data for Hazardous Systems (if required)
L-3 months	Final Mission Integration Analysis Inputs (not a review)	Final Payload inputs are provided to SpaceX.		- Payload mass properties (final update) - Payload environmental verification report
L-2 months	Range Safety Submission (not a review)	L-2 month Range Safety deliverables submitted by the Customer.		- AFSPCMAN 91-710 Compliance Letter - GOP defined Hazardous Procedures
L-2 months	Mission Integration Analyses (not a review)	Mission integration analysis results are delivered to the Customer.	- Trajectory analysis results, including collision avoidance and Monte Carlos - Verification of Launch Vehicle compliance to Loads - Verification of Payload clearance - Payload separation analysis results (if required)	CubeSat(s) environmental verification report (if applicable)
L-2 months	Launch Campaign Readiness Review Held at SpaceX Headquarters or via teleconference	Verifies that all people, parts, and paper are ready for the shipment of the Payload to the Launch Site and are ready to begin Launch Site activities.	- ICD revision for signature - ICD compliance matrix and status - Launch integration schedule (update) - Launch campaign plan (update) - Launch campaign planning checklist (update)	- Final inputs to launch campaign checklist - Final inputs to launch campaign daily schedule - Badging details filled out via Customer Portal - Completed licensing and insurance information template
Payload Shipment	Payload Shipment (not a review)	Verifies Payload licensing is in place prior to shipment to the launch site.		- Payload licensing certification letter - Copies of all required Payload Licenses
Payload Arrival	Payload Arrival Held at Launch Site	Provides important information for working at the launch site.	Launch campaign arrival briefing	Launch site awareness training complete
Payload Arrival → Launch	Launch Campaign	Integrate Customer's Payload onto Launch Vehicle hardware in preparation for launch.	- Hazardous operations planning meetings (if required) - Electrical checkout results (if required) - Daily launch campaign schedule updates - Facility environmental report	- Payload measured mass (joint operation with SpaceX) - Payload encapsulation readiness certificate
L-1 day	Launch Readiness (not a review)	An exchange of readiness notifications for launch	Launch vehicle readiness certificate	Payload launch readiness certificate
Separation + TBD ⁴ min	Orbit Injection Report (not a review)	Deliver best-estimate state vector, altitude, and attitude rate based on initial data	Orbit injection report	
L-0 → L+ 2 weeks	Payload Status (not a review)	Customer delivers status of Payload after separation.		- Coordination with the space situational agency - Payload operational status

Notes:

- Assumes the first day of the Launch Period as defined in the LSA until the Launch Date is further defined.
- Detailed description for each deliverable can be found in Appendix G of the Rideshare Payload User's Guide.
- Customers who contract for Rideshare Launch Services after L-8 months will receive a reasonably compressed deliverables schedule after Acceptance of Request.
- Depends on the trajectory, ground station locations, and other factors that may remain unknown as of the Effective Date; will be defined in the ICD.



SPACEX POLICIES

THE FOLLOWING TERMS ARE IN ADDITION TO, AND INCORPORATED INTO, SPACEX'S RIDESHARE LAUNCH SERVICES AGREEMENT. CAPITALIZED TERMS NOT DEFINED HEREIN ARE DEFINED IN THE RIDESHARE PAYLOAD USER'S GUIDE.

SPACEX DISCLAIMER OF WARRANTIES

SpaceX has not made, nor does it make, any representation or warranty, whether written or oral, express or implied, including, but not limited to, any warranty of design, operation, quality, workmanship, suitability, result, merchantability, or fitness for a particular purpose with respect to the Launch Vehicle, the Launch Services, or any associated equipment or services. Any implied warranties, including warranties of merchantability and fitness for a particular purpose, are hereby expressly disclaimed.

SPACEX RISK MANAGEMENT POLICY

1. **Liability for Damages.** In no event shall either SpaceX or Customer be liable for any indirect, special, incidental, exemplary, punitive or consequential damages, for specific performance, for the cost of procurement of substitute products or services, for lost revenues or profits, arising out of or related to the Agreement, howsoever caused and regardless of the theory of liability, whether based in contract, tort, equity or otherwise, including negligence, product liability, strict liability, or any other theory of liability.

To the fullest extent permitted by law, SpaceX's total and cumulative liability arising out of or related to a Launch Services Agreement howsoever caused and regardless of the theory of liability, whether based in contract, tort, equity or otherwise, including negligence, product liability, strict liability, or any other theory of liability, shall in no event exceed the amounts received by SpaceX from Customer for the applicable Launch Services. To the fullest extent permitted by law, Customer's total and cumulative liability arising out of or related to a Launch Services Agreement howsoever caused and regardless of the theory of liability, whether based in contract, tort, equity or otherwise, including negligence, product liability, strict liability, or any other theory of liability, shall in no event exceed an amount equal to the sum of all amounts received by and due and owing to SpaceX from Customer for the Launch Services. Customer shall be exclusively liable for any damage to the Payload and Payload-related equipment including, but not limited to, damage from static fires of the Launch Vehicle, other pre-Launch activities, Launch, and on-orbit operations. Except as expressly set forth below, Customer shall be responsible for procuring all insurances related to the Payload (with express waivers of subrogation as to SpaceX and its related third parties).

The limitations set forth in this Section shall not apply to (i) the Parties' indemnification obligations, including such obligations in Section 5(c) below, and (ii) breaches of the Parties confidentiality obligations set forth in the NDA.

2. **Insurance.** SpaceX shall satisfy (at its own expense) third-party launch liability insurance requirements in the amounts required by and consistent with applicable United States federal regulations and statutes governing commercial space launches. Such insurance shall cover death, bodily injury, property loss and damage to third parties for such launch activities as are prescribed by the Commercial Space Launch Act ("CSLA") and the terms of the launch license issued to SpaceX pursuant thereto ("Launch Activities"). Third-party launch liability insurance does not cover any loss or damage to the Payload or any Customer property, equipment, or personnel (or the property, equipment, or personnel of Customer's Related Third Parties). Insurance coverage for the Payload, Customer property, equipment, and personnel (and the property, equipment, or personnel of Customer's Related Third Parties), if procured, shall be purchased by Customer (or one of its Related Third Parties) prior to the arrival of the Payload at the Launch Site, and shall contain an express waiver of subrogation as to SpaceX and its Related Third Parties. Customer shall provide certificates of insurance and relevant excerpts from such policies to SpaceX once such insurance is procured.
3. **Excess Third-Party Liability for Launch Activities.** To the extent not covered by third-party launch liability insurance or eligible for coverage by the United States Government pursuant to the CSLA, SpaceX shall be exclusively liable to



third parties for any death, injury, loss or damage arising out of or related to the Launch Activities caused by SpaceX or its equipment (including the Launch Vehicle or parts or components thereof), and Customer shall be exclusively liable to third parties for any death, injury, loss or damage arising out of or related to the Launch Activities caused by Customer or its equipment (including the Payload or parts or components thereof).

4. **Insurance Support.** Subject to compliance with applicable law, the Parties shall cooperate with each other's efforts to obtain and maintain, and to file and settle any insurance claims arising out of or related to activities relating to the performance of the Agreement. Such cooperation may include preparing a launch industry-standard insurance briefing package, responding to insurers' questions, delivering requested information regarding the Launch Vehicle and the Launch Range, conducting insurance briefings and facilitating site inspections as required to obtain and maintain such insurance.
5. **Cross-Waivers; Indemnification.**
 - a. **Waivers.** Customer and SpaceX agree not to sue or otherwise bring a claim against the other Party, such Party's Related Third Parties, any Primary or Secondary Payload Customers, the Related Third Parties of any Primary or Secondary Payload Customer, or the U.S. Government or its contractors or subcontractors for any injury, death, property loss or damage (including, loss of or damage to the Payload, the Primary and Secondary Payload(s), the Launch Vehicle, or other financial loss), sustained by it or its employees, officers, directors or agents, arising out of or related to activities relating to the performance of the Agreement, regardless of fault. Such waiver shall not apply to claims for payments of the Launch Price, delay fees, late fees or termination fees, or charges for additional services under the Agreement.
 - b. **Extension of Waivers.** Customer and SpaceX hereby agree to extend the waiver of claims and release of liability herein to their Related Third Parties, respective contractors, subcontractors and insurers, requiring them to waive (in writing) the right to sue or otherwise bring a claim against the other Party or that Party's Related Third Parties, any Primary or Secondary Payload Customers or their Related Third Parties, or the U.S. Government or its contractors or subcontractors for any injury, death, property loss or damage (including loss of or damage to the Payload, the Primary and Secondary Payload(s), the Launch Vehicle, or other financial loss) sustained by them or any of their employees, officers, directors or agents, arising out of or related to activities relating to the performance of the Agreement.
 - c. **Indemnification.** Customer and SpaceX hereby agree to indemnify and hold harmless the other Party from and against any liability or expense, including attorneys' fees, resulting from any suit or claim by the indemnifying Party's Related Third Parties for any injury, death, property loss or damage (including loss of or damage to the Payload, the Launch Vehicle, or other loss) sustained by it or any of its employees, officers, directors or agents, arising out of or related to activities relating to the performance of the applicable Launch Services Agreement; and (ii) any suit or claim by a third party arising out of or related to an allegation that: (a) a Party's performance under a Launch Services Agreement; or (b) the design, manufacture or operation of the Launch Vehicle (by SpaceX and its Related Third Parties) or Payload (by Customer and its Related Third Parties), or any corresponding support equipment, infringes any third party's intellectual property rights.
 - d. **Indemnification Process.** All indemnification obligations in this Agreement are subject to the indemnified Party (i) promptly notifying the indemnifying Party in writing of the claim; (ii) allowing the indemnifying Party control of the claim; (iii) not making any admission in relation to the claim or agreeing to any settlement without the prior written consent of the indemnifying Party; and (iv) cooperating with the indemnifying Party in the defense and any related settlement negotiations.
 - e. **Applicability.** The obligation to waive claims shall apply to the Parties' contractors, subcontractors and insurers (at every tier) that are involved in activities relating to the performance of the applicable Launch Services Agreement. The waivers shall apply regardless of the theory of liability, whether based in contract, tort, equity



or otherwise, including negligence, product liability, strict liability, or any other theory of liability. Each Party agrees to obtain insurance to the extent it deems such insurance necessary, or no insurance if not deemed necessary, to cover death, injury, loss or damage for which it has waived the right to sue or bring a claim against the other Party, and each Party agrees to obtain a waiver of subrogation rights from any insurer providing such insurance coverage. Nothing in this Section 5(e) shall preclude either Party from suing or otherwise bringing a claim against its own Related Third Parties. The Parties agree to memorialize certain of the rights and obligations described in this Section 5(e) in an agreement advised or required by the appropriate U.S. regulatory authorities, to include execution of the form of cross-waivers found at this site:

Please see the current form United States FAA Cross-Waiver at the following hyperlink:

<http://www.ecfr.gov/cgi-bin/text-idx?SID=ca4bbb8cb08816a834838a65427aa135&node=pt14.4.440&rgn=div5>

In the event this link is ever inactive, the Form of Cross Waiver shall be the most recent Form of Cross-Waiver published in the United States Code of Federal Regulation



MUTUAL NON-DISCLOSURE AGREEMENT (NDA)

The following terms of this NDA between Space Exploration Technologies Corp. (SpaceX) and Customer apply when one of us (Discloser) discloses Confidential Information to the other (Recipient). This NDA is effective as of the date SpaceX accepts Customer's request for Rideshare Launch Services. Recipient shall protect Discloser's Confidential Information using the highest degree of care that Recipient uses to protect its own Confidential Information of a similar nature, and no less than reasonable care.

RECIPIENT SHALL NOT:

- DISCUSS, DISCLOSE, PUBLISH OR DISSEMINATE ANY CONFIDENTIAL INFORMATION RECEIVED OR ACCESSED UNDER THIS AGREEMENT;
- USE DISCLOSER'S CONFIDENTIAL INFORMATION EXCEPT FOR THE PURPOSE FOR WHICH IT WAS DISCLOSED; OR
- MENTION THE OTHER PARTY OR DISCLOSE OUR RELATIONSHIP, INCLUDING, WITHOUT LIMITATION, IN MARKETING MATERIALS, PRESENTATIONS, PRESS RELEASES OR INTERVIEWS.

Exceptions to Obligations. Recipient may disclose, publish, disseminate, and use Confidential Information:

- a) to its employees, officers, directors, and contractors, and affiliates who have a need to know and who have a written agreement with Recipient requiring them to treat Discloser's Confidential Information in accordance with this NDA;
- b) to the extent required by law; however, Recipient will give Discloser prompt notice to allow Discloser a reasonable opportunity to obtain a protective order; or
- c) that is developed independently or already in Recipient's possession without obligation of confidentiality; obtained from a source other than Discloser without obligation of confidentiality; or publicly available when received.

Disclosure to Recipient. Confidential Information means any information marked with a restrictive legend of Discloser, identified as confidential at the time of disclosure or in a follow-up writing, or information that a reasonable person would recognize from the surrounding facts and circumstances to be proprietary or confidential. Confidential Information may be disclosed to Recipient in multiple ways, including but not limited to: in writing, by delivery of items, by initiation of access to Confidential Information such as may be in a data base, or by oral or visual presentation.

Confidentiality Period. Confidential Information disclosed to Recipient will be subject to this NDA for 10 years from the date of disclosure or so long as such information remains confidential or proprietary to Discloser, whichever is longer.

No Rights or License. Neither this NDA nor any disclosure of Confidential Information made under it grants Recipient any right or license under any trademark, copyright or patent now or subsequently owned or controlled by Discloser.

Export Control. Recipient's obligations under this NDA are subject to and in addition to those imposed by applicable export control laws and regulations. Nothing in this NDA shall be deemed or interpreted to authorize any export of Confidential Information.

Termination. Either of us may terminate this NDA by providing 30 days written notice to the other party; however, the Confidentiality Period and any other terms of this NDA that by their nature extend beyond its termination shall remain in effect until fulfilled. Upon request from Discloser, Recipient will return or destroy all Confidential Information.

Breach and Remedies. We both agree that monetary damages would be inadequate to compensate Discloser for any breach of this NDA and that any such breach shall cause irreparable injury to Discloser. In addition to any other remedies



that may be available for such breach, and without proving actual damages, Discloser shall be entitled to obtain injunctive relief against the continued or threatened breach of this NDA.

Disputes. All disputes and controversies arising out of this NDA that are unable to be resolved through negotiation shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association (AAA). The dispute shall be heard and determined by one impartial arbitrator, who shall be selected by the AAA. The federal rules of civil procedure shall apply with respect to the arbitration. Any arbitration hearings shall take place in the Los Angeles metropolitan area, on an expedited basis. The findings of the arbitrator shall be final and binding upon both of us. Any award of arbitration may include attorneys' fees and costs, including but not limited to expert witness fees, payable to the prevailing party in the arbitration, as determined by the arbitrators. Notwithstanding the above, the parties reserve the right to obtain injunctive relief in a court of law prior to initiating arbitration, and reserve the right to file claims in federal court under the Defend Trade Secrets Act of 2016.

General. This NDA does not require either of us to disclose or receive Confidential Information, perform any work, or enter into any business engagement or other agreement. Neither of us may assign our obligations under this NDA without prior written consent, and any attempt to do so is void. Only a written agreement signed by both of us can modify this NDA. The laws of the State of California shall govern this NDA, without regard to conflict of law principles. This NDA is our complete agreement regarding Confidential Information, and replaces all our prior agreements thereon.

You accept the terms of this NDA by submitting your Rideshare reservation request, and SpaceX accepts the terms when it sends you an Acceptance of Request. Any reproduction of this NDA made by reliable means (for example, electronic image, photocopy or facsimile) is considered an original and all disclosures of Confidential Information under this NDA are subject to it.