RECIPROCAL WAIVER OF CLAIMS – QUALIFIED ANTI-TERRORISM TECHNOLOGY

This Contract involves the manufacture, sale, use, or operation of a Qualified Anti-Terrorism Technology(ies) and Seller is either Buyer’s: (i) contractor, (ii) subcontractor, (iii) supplier, or (iv) vendor of or for such technologies. Pursuant to 6 U.S.C. §443(b) of the SAFETY Act and 6 C.F.R. §25.5(e), the Parties agree to a Reciprocal Waiver of Claims and each Party shall be responsible for Losses, including business interruption losses, that such Party sustains (and for Losses that its employees sustain) resulting from an activity resulting from an Act of Terrorism when the Qualified Anti-Terrorism Technology(ies) has been deployed in defense against or response to or recovery from such Act of Terrorism. “Act of Terrorism,” “Loss,” “Qualified Anti-Terrorism Technology,” and “Reciprocal Waiver of Claims,” are defined in 6 U.S.C. §§443-444.