a. The other Party;

b. A Related Entity of the other Party; or

c. The employees of any of the entities identified in paragraphs C.1.a. and C.1.b. above.

2. In addition, each Party shall ensure that its Implementing Agency extends the cross-waiver of liability, as set forth in paragraph C.1. of this Article, to the Implementing Agency's Related Entities by requiring them, by contract or otherwise, to agree to:

a. Waive all claims against the entities or persons identified in paragraphs C.1.a. through C.1.c. of this Article; and

b. Require that other Related Entities of that Implementing Agency waive all claims against the entities or persons identified in paragraphs C.1.a. through C.1.c. of this Article.

3. For the avoidance of doubt, this cross-waiver of liability shall be applicable to claims arising under the Liability Convention, where the person, entity, or property causing the Damage is involved in Protected Space Operations and the person, entity, or property damaged is damaged by virtue of its involvement in Protected Space Operations.

4. Notwithstanding the other provisions of this Article, this cross-waiver of liability shall not apply to:

a. Claims between a Party and its own Related Entity or between its own Related Entities;

b. Claims made by a natural person, his/her estate, survivors, or subrogees (except when a subrogee is a Party or is otherwise bound by the terms of this cross-waiver of liability) for bodily injury to, or other impairment of health of, or death of such natural person;

c. Claims for Damage caused by willful misconduct;

d. Intellectual property claims;

e. Claims for Damage resulting from a failure of an Implementing Agency to extend the cross-waiver of liability to its Related Entities, pursuant to paragraph C.2. of this Article; or

f. Claims by a Party arising out of the other Party's failure to perform its express obligations under this Framework Agreement.

5. In the event of third-party claims for which the Parties may be liable, the Parties shall consult promptly to determine an appropriate and equitable apportionment of any potential liability and on the defense of any such claims.

6. With respect to paragraph C.4.b. of this Article, in the event that a subrogated claim of the Government of Japan is not based upon government employee accident compensation law, the Government of Japan shall fulfill its obligation to waive such subrogated claim by ensuring that its Implementing Agency indemnifies, in a manner consistent with the principle that each Party shall bear its own costs, as provided in paragraph A. of Article 4 (Financial Arrangements), and in accordance with applicable laws and regulations of Japan, any entity or person identified in paragraphs C.1.a. through C.1.c. of this Article against liability arising from such subrogated claim by the Government of Japan. Nothing in this Article shall preclude the Government of Japan from waiving the foregoing subrogated claims.

7. Nothing in this Article shall be construed to create the basis for a claim or suit where none would otherwise exist.

D. Notwithstanding the previous provisions of this Article, this cross-waiver of liability may be limited by mutual agreement between the Parties at the Government level, to take into account the particular characteristics of the joint activities under the relevant Implementing Arrangements.