LUNA BASE DATA PROCESSING ADDENDUM

Effective Date: August 1, 2025

EXECUTION REQUIREMENT

THIS DATA PROCESSING ADDENDUM ("DPA") HAS NO LEGAL FORCE OR EFFECT UNLESS:

(1) EXPLICITLY INCORPORATED INTO AN EXECUTED ENTERPRISE AGREEMENT, PARTNERSHIP AGREEMENT, OR OTHER WRITTEN CONTRACT;

(2) SIGNED BY AN AUTHORIZED OFFICER OF LUNA BASE INC. WITH EXPLICIT SIGNATURE AUTHORITY FROM LUNA'S LEGAL DEPARTMENT; AND

(3) SIGNED BY AN AUTHORIZED REPRESENTATIVE OF CUSTOMER.

ANY PURPORTED ACCEPTANCE THROUGH ONLINE CLICK-THROUGH, INCORPORATION INTO STANDARD TERMS OF SERVICE, OR REFERENCE WITHOUT PROPER EXECUTION IS NULL AND VOID. LUNA SALES REPRESENTATIVES, SUPPORT STAFF, AND OTHER PERSONNEL CANNOT BIND LUNA TO THIS DPA.

INTRODUCTION

This Data Processing Addendum ("DPA") establishes the framework for Luna Base Inc.'s ("Luna") processing of Personal Data in connection with our AI-powered development platform. **This DPA is only legally binding and effective when it is (i) explicitly referenced and incorporated into an executed Enterprise Agreement, Partnership Agreement, or other written agreement signed by authorized representatives of Luna Base Inc., and (ii) executed by an authorized officer of Luna Base Inc. with explicit signature authority.** No DPA shall be deemed effective through online acceptance, click-through, browser-wrap, incorporation by reference in standard Terms of Service, or any method other than written execution by Luna's Legal Department. Customer acknowledges that sales representatives, support staff, success managers, and any other Luna personnel except designated Legal Department officers lack authority to bind Luna to this DPA. Any representations made by unauthorized personnel are void.

Luna's innovative AI-assisted software development platform operates in a rapidly evolving technological and regulatory landscape. This DPA reflects Luna's commitment to reasonable data protection practices while preserving the operational flexibility necessary to deliver cutting-edge AI development services. The terms herein apply to Luna's processing of Personal Data in connection with Luna Autopilot, Luna Base IDE, Lunastation.ai Community Portal, and associated services, subject to the limitations and provisions set forth below.

This DPA addresses requirements under applicable data protection laws including the General Data Protection Regulation (EU) 2016/679, UK GDPR, California Consumer Privacy Act, and similar regulations (collectively, "Data Protection Laws"). However, Customer acknowledges that AI technology presents novel challenges not fully addressed by existing regulatory frameworks, and Luna reserves the right to

interpret and implement these requirements in a manner consistent with industry standards and technological capabilities.

1. SCOPE AND APPLICABILITY

1.1 Limited Processor Role

This DPA applies solely to the extent Luna acts as a processor of Personal Data on Customer's behalf in providing the Services, and only when this DPA has been explicitly incorporated into and executed as part of an Enterprise Agreement or other written agreement signed by Luna Base Inc.'s authorized representatives. Without proper execution by Luna's Legal Department, Customer has no rights under this DPA regardless of any references in Terms of Service or other unsigned documents. Luna's role as processor is limited to executing Customer's instructions as transmitted through the platform's standard functionality. Customer acknowledges that Luna's multi-tenant platform architecture and AI-driven features require certain standardized processing operations that cannot be customized for individual customers except through properly executed Enterprise Agreements.

Luna processes Personal Data only as necessary to deliver the Services, including account management, code generation, project storage, AI model interactions, credit tracking, and platform operations. Any processing beyond these core functions, including analytics, security monitoring, platform improvement, and AI model training using aggregated or anonymized data, constitutes Luna's independent controller activities outside this DPA's scope.

1.2 Controller Activities

Luna reserves the right to process data as an independent controller for legitimate business purposes including but not limited to: platform analytics and improvement using aggregated data; AI model training using public projects or anonymized data; security threat detection and prevention; legal compliance; marketing activities; and platform optimization. Customer acknowledges that these controller activities are essential to Luna's business model and platform development.

1.3 Free Tier Provisions

Free tier users' data receives different treatment reflecting the community-supported nature of the free service. All free tier projects are public by default and constitute community resources that Luna may use without restriction for platform improvement, AI training, analytics, and any other business purpose. Free tier users have no expectation of privacy for their projects and extremely limited rights under this DPA. Personal Data in free tier projects may be retained indefinitely, used for model training, and incorporated into Luna's intellectual property. Users requiring data protection should subscribe to paid plans.

1.4 AI Processing Characteristics

Customer acknowledges that AI processing involves inherent uncertainties and limitations. AI-generated outputs may reflect patterns from training data, model behaviors cannot always be predicted or controlled, and complete data isolation between customers is not technically feasible in multi-tenant AI systems. Luna makes no warranties regarding AI behavior beyond commercially reasonable efforts to implement appropriate safeguards.

2. DEFINITIONS

For purposes of this DPA, "Personal Data" means information relating to identified or identifiable individuals processed by Luna on Customer's behalf through the Services. "Processing" encompasses any operation performed on Personal Data. "Controller" refers to the entity determining processing purposes and means, while "Processor" refers to the entity processing data on the Controller's behalf. "Sub-Processor" means Luna's third-party service providers. Other capitalized terms have the meanings in the Agreement or as defined by applicable Data Protection Laws.

"AI Processing" specifically refers to the use of machine learning models to generate code or provide development assistance, which Customer acknowledges involves routing data through third-party model providers and may include temporary data retention by such providers. "Project Data" means all code, documentation, and metadata in Customer's projects. "Downstream Processing" refers to any processing occurring after project forking or sharing, over which Luna disclaims control and liability.

3. ROLES AND RESPONSIBILITIES

Customer acts as Controller and Luna as Processor solely for Personal Data processed to provide the Services according to Customer's instructions transmitted through platform functionality, but only when this DPA has been properly executed as specified in the Execution Requirement section above. Without such execution, Luna processes all data solely as an independent controller for its own purposes and owes no processor obligations to Customer. Luna's processor obligations, when applicable, are limited to commercially reasonable efforts to implement Customer instructions within the platform's technical capabilities and operational constraints.

To the extent CCPA applies, Luna acts as a Service Provider but makes no representation regarding data "sales" or "sharing" in connection with necessary service operations including sub-processor engagement and AI model interactions. Customer bears sole responsibility for determining the lawfulness of its processing instructions and ensuring its use of the Services complies with applicable laws.

Luna shall not be liable for Customer's failure to comply with Data Protection Laws, Customer's unlawful processing instructions, or Customer's failure to properly configure privacy settings. Customer acknowledges that Luna cannot verify the accuracy, legality, or appropriateness of Personal Data submitted to the platform.

4. PROCESSING INSTRUCTIONS AND LIMITATIONS

4.1 Authorized Processing Scope

Luna processes Personal Data exclusively as necessary to provide the Services through the platform's standard functionality. This includes operating Luna Autopilot and Luna Base IDE according to Customer's usage, routing data to AI models based on Customer's selected Performance Mode, managing Credits and billing, facilitating Customer-configured collaborations, and providing technical support. Customer's instructions are deemed to include any actions taken through the platform interface, API calls, or service configurations.

Luna reserves the right to process Personal Data as required by law or court order, and shall attempt to notify Customer unless legally prohibited. However, Luna has no obligation to challenge or appeal such

legal requirements on Customer's behalf. Customer acknowledges that certain processing is inherent to platform operation and cannot be modified.

4.2 Prohibited Uses by Customer

Customer shall not submit Personal Data that requires heightened protection under applicable laws (including health, financial, or sensitive category data) unless covered by an Enterprise Agreement with appropriate safeguards. Customer shall not use the Services to process Personal Data of minors without appropriate lawful basis. Customer bears sole responsibility for obtaining necessary consents and providing required notices to data subjects.

4.3 Downstream Processing and Forking

Customer acknowledges and accepts that project forking and sharing creates uncontrolled downstream processing for which Luna bears no responsibility. Once projects are forked, cloned, or shared, Luna cannot control, monitor, or delete downstream copies. Attribution chains in the Generation Graph constitute permanent records necessary for platform integrity and cannot be deleted even upon account termination. Personal Data embedded in public projects becomes permanently public. Customer must remove sensitive data before making projects public and must inform team members about data persistence. Luna provides these features "as-is" without warranty regarding data protection in forked projects.

5. SUB-PROCESSORS

5.1 General Authorization

Customer hereby grants Luna general authorization to engage Sub-Processors as necessary for service delivery. Luna shall maintain commercially reasonable contractual protections with Sub-Processors but makes no guarantee that sub-processor terms will match this DPA's requirements. Customer acknowledges that Luna's ability to negotiate with large providers (such as major cloud infrastructure and AI model providers) is limited.

Luna will maintain a list of Sub-Processor categories but reserves the right to change specific providers without notice for operational efficiency. Material changes to Sub-Processor categories will be announced via platform notification or email with thirty days' notice. Customer's continued use after such notice constitutes acceptance. If Customer objects to a new Sub-Processor, Customer's sole remedy is to terminate the Services.

5.2 AI Model Providers

Customer expressly acknowledges that AI model providers constitute a special category of Sub-Processors essential to the Services. Luna routes data to various model providers based on factors including Performance Mode selection, availability, cost optimization, and technical requirements. Model providers may include commercial API services, open-source model hosts, and Luna-operated models.

Customer accepts that model provider selection occurs dynamically and automatically through Luna's Orchestrator AI Agent without Customer input except for Performance Mode selection. Enterprise Agreement customers may negotiate specific model preferences, but Luna makes no guarantee of

accommodation. Customer acknowledges that model providers may retain prompts temporarily for safety and improvement purposes according to their own policies, over which Luna has no control.

5.3 Liability Limitations

Luna SHALL NOT BE LIABLE for any acts, omissions, or breaches by Sub-Processors beyond Luna's direct liability to Customer under the Agreement's limitation provisions. Luna's liability for Sub-Processor actions is limited to commercially reasonable efforts to enforce contractual protections. Customer acknowledges that Luna cannot audit or directly control Sub-Processor operations, particularly for large technology providers.

Luna specifically disclaims liability for AI model provider actions including but not limited to: model output quality or accuracy; provider data retention practices; provider security incidents; changes to provider APIs or terms; provider service outages; or provider use of data for model improvement. Customer accepts these risks as inherent to AI-powered services.

6. SECURITY MEASURES

Luna implements commercially reasonable technical and organizational measures appropriate to the risk level and consistent with industry standards for SaaS platforms. These measures include encryption for data at rest and in transit, access controls, regular security assessments, and employee training. However, Customer acknowledges that no security measures are impenetrable and Luna does not warrant that security measures will prevent all incidents.

For AI-specific security, Luna implements reasonable measures including prompt filtering, output scanning, and rate limiting. However, Customer acknowledges that AI security is an evolving field and Luna cannot prevent all potential AI-specific risks including prompt injection, model hallucination, or unintended information disclosure through model outputs.

Luna reserves the right to modify security measures at any time to address evolving threats, improve efficiency, or reduce costs, provided such modifications maintain commercially reasonable protection levels. Detailed security documentation is available to Enterprise customers under NDA. Other customers may request general security information subject to Luna's discretion.

7. DATA SUBJECT RIGHTS

If Luna receives data subject requests directly, Luna will forward them to Customer and provide reasonable assistance as required by law. However, Luna's assistance is limited to the platform's existing functionality and Luna has no obligation to develop new features or processes to accommodate data subject requests. Customer remains solely responsible for responding to data subjects within legal timeframes.

Luna provides standard platform features for data export and deletion, but Customer acknowledges limitations: public projects cannot be fully deleted due to community dependencies; attribution chains persist for platform integrity; forked projects cannot be retroactively modified; and AI model providers may retain processed data according to their policies. Free tier users have minimal data subject rights as their projects are community resources.

Customer shall indemnify Luna for any claims, fines, or costs arising from Customer's failure to properly handle data subject requests or Luna's good faith assistance with such requests.

8. DATA BREACH NOTIFICATION

In the event Luna becomes aware of a confirmed Personal Data breach affecting Customer data, Luna will notify Customer without undue delay and in any event within 72 hours where feasible, unless a shorter timeframe would compromise ongoing security operations or breach investigation. Luna's notification will include information available at the time but Luna makes no commitment to provide specific details that might compromise security or exceed Luna's technical capabilities to determine.

Customer acknowledges that Luna's multi-tenant architecture may prevent Luna from determining the specific impact on individual customers. Luna's breach notification obligations are limited to confirming whether Customer data was likely affected. Customer bears responsibility for its own regulatory reporting obligations and data subject notifications.

Luna shall have no liability for breaches caused by Customer misconfiguration, Customer's failure to implement available security features, breaches at Sub-Processors beyond Luna's reasonable control, or breaches resulting from AI model provider infrastructure. Luna's total liability for any breach is subject to the Agreement's limitation of liability provisions.

9. INTERNATIONAL TRANSFERS

Luna processes data globally to provide the Services and Customer consents to such transfers. Where legally required, Luna relies on appropriate transfer mechanisms including Standard Contractual Clauses, adequacy decisions, or other lawful bases. However, Customer acknowledges that Luna cannot guarantee specific data localization except through separately negotiated Enterprise Agreements.

Customer accepts that AI model providers process data in various jurisdictions and Luna has limited visibility or control over model provider data locations. Data localization requests may limit available features and increase costs. Luna makes no representation regarding government access laws in processing jurisdictions and Customer accepts any associated risks.

10. AUDIT RIGHTS

Customer may exercise audit rights only if this DPA has been properly executed as part of an Enterprise Agreement or other written agreement signed by Luna Base Inc. Without proper execution, Customer has no audit rights whatsoever. When available, audit rights are limited to documentation review, questionnaire completion, or third-party certification review, subject to reasonable notice, confidentiality requirements, and Customer bearing all costs. On-site audits are available only to Enterprise customers with executed agreements, limited to once annually, and subject to additional fees.

Luna reserves the right to refuse audit requests that would compromise security, violate confidentiality obligations to other customers, or unreasonably burden Luna's operations. Customer acknowledges that Luna cannot provide audit rights for Sub-Processors and model providers. Luna's audit obligations are satisfied by providing its own documentation and commercially reasonable information about its practices.

11. DATA RETURN AND DELETION

Upon Agreement termination, Luna will retain Customer data for thirty days to allow data retrieval through standard platform functionality. After this period, Luna will delete Personal Data from active systems within commercially reasonable timeframes, typically within 90 days. However, Luna may retain data as required by law, for legal claims, in backup systems according to standard rotation schedules, or where technically infeasible to delete (such as attribution chains or public projects).

Customer acknowledges that data deletion does not include: data incorporated into AI models or training sets; anonymized or aggregated data; data in forked projects; data retained by Sub-Processors according to their policies; or free tier project data which may be retained indefinitely. Luna provides no data export assistance for free tier users or customers in breach of the Agreement.

12. LIABILITY AND INDEMNIFICATION

12.1 Liability Limitations

LUNA'S TOTAL LIABILITY ARISING FROM OR RELATED TO THIS DPA SHALL NOT EXCEED THE LIMITATION OF LIABILITY IN THE UNDERLYING AGREEMENT, WHICH IN NO EVENT SHALL EXCEED THE FEES PAID BY CUSTOMER IN THE SIX MONTHS PRECEDING THE CLAIM. THIS SIX-MONTH CAP IS AN ABSOLUTE MAXIMUM REGARDLESS OF THE NUMBER OF CLAIMS, THE FORM OF ACTION, OR THE THEORY OF LIABILITY. LUNA SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, REGARDLESS OF THE THEORY OF LIABILITY.

12.2 Specific Exclusions

Luna shall not be liable for: Customer's non-compliance with Data Protection Laws; Customer's processing instructions that violate applicable law; Customer's failure to properly configure privacy settings; breaches or incidents at Sub-Processors or model providers; changes to Data Protection Laws after this DPA's effective date; or Customer's use of the Services beyond the scope authorized by the Agreement.

12.3 Customer Indemnification

Customer shall defend, indemnify, and hold harmless Luna, its affiliates, and their respective officers, directors, employees, and agents from any claims, damages, losses, and expenses (including reasonable attorney fees) arising from: Customer's violation of Data Protection Laws; Customer's unlawful processing instructions; claims by data subjects related to Customer's data practices; Customer's failure to obtain necessary consents; Customer's submission of sensitive data without authorization; Customer's breach of this DPA; or Customer's attempt to enforce or rely upon this DPA without proper execution. If Customer attempts to enforce an unexecuted DPA or claims rights under this DPA without proper execution, Customer shall be liable for all of Luna's costs and attorney fees in defending against such claims.

12.4 Force Majeure and Provider Changes

Luna shall have no liability for service disruptions, feature limitations, or data processing changes resulting from: AI model provider outages or API changes; Sub-Processor service modifications; industry-wide security vulnerabilities; changes in AI technology standards; or any force majeure events. Luna reserves the right to substitute functionally similar services or providers without liability. Customer's sole remedy for dissatisfaction with such changes is Agreement termination.

13. TERM AND GOVERNANCE

This DPA becomes effective only upon explicit incorporation into and execution with an Enterprise Agreement, Partnership Agreement, or other written agreement signed by authorized representatives of both parties, specifically including an authorized officer of Luna Base Inc. with signature authority. **This DPA has no force or effect if referenced in standard Terms of Service, if accepted through online click-through, or if not explicitly executed by Luna's Legal Department.** Customer acknowledges that any DPA not bearing the signature of a Luna Base Inc. authorized officer is void and unenforceable. The effective date shall be the date of the underlying executed agreement that explicitly incorporates this DPA.

The DPA continues while Luna processes Personal Data on Customer's behalf under a valid executed agreement. Provisions that by their nature should survive termination shall remain in effect. Luna reserves the right to modify this DPA upon thirty days' notice to address legal changes, industry developments, or operational requirements. Customer's continued use constitutes acceptance of modifications only if Customer lacks a separately executed DPA; executed DPAs may only be modified through written amendment signed by both parties.

Any disputes arising under this DPA must first be subject to good faith informal resolution efforts for sixty days before formal proceedings. However, Luna reserves the right to seek immediate injunctive relief for Customer violations that threaten platform security or stability. This DPA is governed by the Agreement's governing law provisions, except where Data Protection Laws mandate otherwise.

Enterprise customers may negotiate modified DPA terms subject to mutual written agreement, additional fees, and execution by Luna's Legal Department. In case of conflict, executed Enterprise DPA provisions prevail, followed by this standard DPA (if properly executed), then the Agreement's general terms. Mandatory legal requirements supersede all contractual provisions. Customer warrants that the individual executing this DPA on Customer's behalf has full authority to bind Customer to these terms.

If any provision of this DPA is deemed unenforceable, the remaining provisions shall continue in effect, except that if the execution requirements are not met, the entire DPA is void and no provisions create any obligations for Luna. Any attempt to enforce an unexecuted DPA shall be deemed a material breach by Customer.

14. AI-SPECIFIC PROVISIONS

14.1 Model Training Rights

Luna reserves the right to use all public project data and anonymized private project data for AI model training, platform improvement, and commercial purposes. Private project data from paid subscribers will not be used for training in identifiable form without consent, but Luna may derive insights, patterns, and aggregated learnings. Free tier data has no training restrictions and becomes part of Luna's intellectual property.

Customer grants Luna a perpetual, irrevocable, worldwide license to use any data processed through the Services for improvement purposes, provided such use does not directly identify individual data subjects. Enterprise agreements may negotiate training data exclusions subject to additional fees and feature limitations.

14.2 AI Processing Limitations

Customer acknowledges that AI processing involves inherent limitations: outputs may be inaccurate, biased, or inappropriate; models cannot guarantee consistent outputs; prompts may be retained by model providers; and complete data isolation is technically infeasible. Luna makes no warranty regarding AI output quality, accuracy, or suitability for any purpose.

Performance Modes affect processing characteristics but do not guarantee specific outcomes. Cost Optimized Mode may use lower-quality models with longer retention periods. High Performance Mode incurs higher costs without guaranteeing superior results. Smart Balance Mode selection criteria are proprietary and may change without notice. Customer accepts all risks associated with AI processing variability.

14.3 Generation Graph and Attribution

The Generation Graph maintains permanent, immutable records of project evolution required for platform functionality and constituting valuable Luna intellectual property. Attribution data, including usernames and timestamps, cannot be deleted or modified even upon account termination, data subject request, or regulatory order. Customer must inform users that attribution is permanent and public for all projects. Luna may use Generation Graph data for any business purpose including competitive analysis, market research, feature development, and commercialization. Customer hereby grants Luna an irrevocable, perpetual, worldwide license to all Generation Graph data and waives any claims to such data.

15. CONTACT INFORMATION

For privacy inquiries from customers with properly executed DPAs, contact legal@lunabase.ai. Customers without executed agreements should not contact the Legal Department regarding DPA matters as no DPA relationship exists. For urgent breach notifications from customers with executed agreements, email legal@lunabase.ai with subject line "URGENT: Data Breach Notification" and include agreement reference number. Luna reserves the right to prioritize responses based on customer tier, with Enterprise customers receiving priority support. Free tier users and customers without executed agreements receive no guaranteed response timeframe and no DPA protections.

Physical address: Luna Base Inc., Legal Department, 2501 North Harwood Street Suite 1900, Dallas, TX 75201-1664. Service of legal process must be sent to this address via certified mail with copy to legal@lunabase.ai.

APPENDICES

Standard Contractual Clauses, UK International Data Transfer Addendum, and Sub-Processor lists are incorporated by reference only for customers with DPAs properly executed by Luna Base Inc.'s Legal Department as part of Enterprise Agreements or other written agreements. Without proper execution, no appendices apply and Customer has no rights to request or rely upon any appendices. Free tier users and customers referencing this DPA without proper execution have no data protection rights beyond Luna's standard Terms of Service. Enterprise customers with executed agreements may negotiate custom appendices subject to additional fees and written amendments signed by Luna's Legal Department. Any attempt to rely on appendices without a properly executed DPA is void.

THIS DATA PROCESSING ADDENDUM IS ONLY VALID WHEN EXECUTED BY AUTHORIZED REPRESENTATIVES OF BOTH PARTIES AS PART OF AN ENTERPRISE AGREEMENT OR OTHER WRITTEN AGREEMENT.

LUNA BASE INC.

By: _____

Name:

Title:

Date:

CUSTOMER

By: _____

Name:

Title:

Date:

Note: This DPA has no legal effect unless signed by an authorized officer of Luna Base Inc. with explicit signature authority from Luna's Legal Department. Online acceptance, click-through agreement, or incorporation into standard Terms of Service does not constitute valid execution.