

LUNA BASE IDE LICENSE AGREEMENT

Effective Date: August 1, 2025

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Version: 1.0.0

1. INTRODUCTION AND ACCEPTANCE

This Luna Base IDE License Agreement ("IDE Agreement") governs your download, installation, and use of Luna Base, a Visual Studio Code extension that provides AI-powered development capabilities through integrated AI agents ("Luna Base" or the "IDE"). This IDE Agreement is incorporated by reference into and forms part of the Luna Base Inc. Terms of Service ("Terms of Service"). By downloading, installing, activating, or using Luna Base, you agree to be bound by both this IDE Agreement and the Terms of Service.

Luna Base is designed to work as a synchronized companion to Luna Autopilot, our cloud-based AI development platform. The IDE includes multiple specialized AI agents (Requirements Analyst, System Architect, Code Generator, Test Engineer, and Deployment Specialist) coordinated by an Orchestrator Agent. **An active internet connection is required for all AI agent functionality.** While Visual Studio Code itself may operate offline, Luna Base's AI features require continuous internet connectivity to function.

Your use of Luna Base is also subject to Visual Studio Code's terms of service and license agreements available at <https://code.visualstudio.com/>. Microsoft Corporation's terms govern your use of Visual Studio Code itself, while this IDE Agreement governs only the Luna Base extension and its functionalities. Any conflict between Microsoft's terms and this IDE Agreement shall be resolved in favor of Microsoft's terms with respect to Visual Studio Code core functionality, and in favor of this IDE Agreement with respect to Luna Base features.

2. LICENSE GRANT AND RESTRICTIONS

2.1 License Grant

Subject to your compliance with this IDE Agreement and the Terms of Service, Luna Base Inc. grants you a limited, non-exclusive, non-transferable, revocable license to download, install, and use Luna Base on devices you own or control, solely for your internal development purposes and in accordance with your subscription tier rights under the Luna Platform License.

This license permits you to install Luna Base on multiple devices, provided that only one instance per user may be active simultaneously unless your subscription tier permits additional concurrent uses. The license is personal to your Luna Account and cannot be shared, transferred, or used by others, even on the same device. Team and Enterprise subscriptions may permit multiple user installations as specified in their subscription terms.

2.2 License Restrictions

You may not, and you agree not to, nor to enable others to: reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code, algorithms, or trade secrets embodied in Luna Base, except to the extent such restriction is prohibited by applicable law; modify, adapt, translate, or create

derivative works based on Luna Base or any portion thereof; remove, alter, or obscure any proprietary notices, labels, or marks from Luna Base; distribute, sublicense, lease, rent, loan, or otherwise transfer Luna Base to any third party; use Luna Base to develop competing products or services, or to train competing AI models; circumvent or disable any licensing, authentication, or connectivity requirements; extract or isolate the AI agent interfaces for use outside of Luna Base; or use Luna Base in any manner that violates applicable laws or regulations.

3. THIRD-PARTY AI SERVICES

3.1 External AI Model Providers

Luna Base connects to various third-party AI service providers to deliver its functionality, including but not limited to OpenAI, Anthropic, and other providers of both proprietary and open-source AI models. These connections are essential for Luna Base's AI agents to function. By using Luna Base, you acknowledge and agree that your inputs and usage data may be transmitted to these third-party services as necessary for AI processing.

The selection of which third-party AI service to use for any given request is determined by Luna Base based on factors including task requirements, model availability, cost optimization, performance considerations, and your subscription tier. Luna Base Inc. reserves the right to add, remove, or change third-party AI service providers at any time without notice.

3.2 Third-Party Terms

While Luna Base manages the connections to third-party AI services on your behalf, you acknowledge that these services have their own terms of service, privacy policies, and usage restrictions. Luna Base Inc. is not responsible for the availability, performance, or actions of third-party AI services. Service interruptions, changes in third-party policies, or modifications to third-party AI models may affect Luna Base functionality.

3.3 Data Processing

When you use Luna Base AI agents, your code, prompts, and related data are transmitted to Luna's servers and then to appropriate third-party AI services for processing. This data transmission is necessary for AI functionality and is subject to the privacy provisions in our Terms of Service and Privacy Policy. Luna Base Inc. implements appropriate security measures for data in transit, but cannot control how third-party services process or retain data once received.

4. INSTALLATION AND SYSTEM REQUIREMENTS

4.1 Technical Requirements

Luna Base requires Visual Studio Code version 1.75.0 or later, running on Windows 10/11, macOS 10.15+, or Linux distributions officially supported by Visual Studio Code. **A stable internet connection is required for all AI agent operations.** The IDE requires minimum 4GB RAM (8GB recommended for optimal performance) and 500MB available disk space for the extension itself.

4.2 Installation Process

Luna Base can be installed through the Visual Studio Code Extension Marketplace or by downloading the .vsix package from your Luna Account dashboard. Installation requires acceptance of this IDE Agreement and successful authentication with your Luna Account credentials. The extension must verify your subscription status and establish connection to Luna services before AI features become available.

4.3 Account Authentication

Luna Base requires authentication through your Luna Account to function. The authentication process verifies your subscription status, determines available features based on your subscription tier, establishes secure connection to Luna services, and enables Credit consumption tracking. Authentication requires an active internet connection and valid Luna Account credentials.

5. CONNECTIVITY AND PHONE-HOME REQUIREMENTS

5.1 Internet Connectivity Requirement

Luna Base requires an active internet connection to function. Without internet connectivity, Luna Base AI agents cannot operate, as they depend on cloud-based AI services for processing. While Visual Studio Code and your local development environment continue to function offline, all Luna Base AI features become unavailable when internet connection is lost.

5.2 License Verification

Luna Base performs periodic license verification to ensure compliance with subscription terms and this IDE Agreement. License verification occurs at IDE startup, periodically during operation, when accessing features that require subscription validation, and upon detection of potential anomalies. During verification, Luna Base transmits your Account identifier, subscription status, device fingerprint, IDE version, and basic usage statistics.

5.3 Connection Interruptions

If Luna Base loses internet connectivity during operation, AI agent requests in progress will fail and cannot be completed, new AI agent requests cannot be initiated, synchronization with Luna Autopilot is suspended, and Credit consumption tracking may be delayed. Luna Base will attempt to reconnect automatically when internet connectivity is restored. Prolonged disconnection may require re-authentication.

6. SUBSCRIPTION FEATURES AND ACCESS

Your Luna Base features and capabilities are determined by your subscription tier as defined in the Terms of Service. **Current feature details and subscription benefits are available at lunabase.ai and are subject to change.** Subscription tiers generally include varying levels of AI agent access, Credit allocations, priority processing, support levels, and collaboration features.

Luna Base dynamically adjusts available features based on your current subscription status. Changes to your subscription tier take effect immediately upon processing, with features being enabled or disabled accordingly. Downgrading your subscription may result in loss of access to certain AI agents or capabilities.

7. SYNCHRONIZATION WITH LUNA AUTOPILOT

7.1 Cloud Integration

Luna Base synchronizes with Luna Autopilot to provide seamless integration between your local development environment and cloud platform. This synchronization enables project backup and sharing, access to community projects and templates, collaboration with team members, Credit consumption tracking, and centralized project management.

7.2 Data Synchronization

When working with Luna Base, project data is synchronized with Luna Autopilot according to your privacy settings and subscription tier. Public projects sync without restriction, private projects (paid tiers only) sync with encryption and access controls, and local-only work can be excluded from sync based on your configuration. Synchronization requires internet connectivity and consumes Credits as defined in the Credit and Token Usage Terms.

8. UPDATES AND MAINTENANCE

8.1 Automatic Updates

Luna Base may automatically download and install updates through Visual Studio Code's extension update mechanism. Updates may include security patches, bug fixes, compatibility updates for new VS Code versions, feature additions or modifications, and connection improvements for third-party AI services. Critical security updates are mandatory and cannot be deferred.

8.2 Version Support

Luna Base Inc. supports only the current version and one prior major version. Older versions may cease to function due to API changes, third-party service modifications, or security requirements. Users must update to supported versions to maintain functionality and receive technical support.

9. TELEMETRY AND ANALYTICS

Luna Base collects usage telemetry to improve the product and AI services. Telemetry includes feature usage patterns, AI agent performance metrics, error logs and crash reports (sanitized), connection quality metrics, and general usage statistics. Telemetry does not include your source code, personal information, or project-specific details. Users can adjust telemetry settings through Luna Base preferences, though some telemetry may be required for service operation.

10. UNINSTALLATION

10.1 Uninstallation Process

You may uninstall Luna Base at any time through VS Code's extension manager. Uninstallation removes the Luna Base extension code and UI components but does not affect projects created using Luna Base, code generated by AI agents, your Luna Account, or synced data in Luna Autopilot.

10.2 Post-Uninstallation

After uninstallation, projects created with Luna Base remain accessible through standard VS Code. Code generated by Luna Base remains subject to the Luna Platform License based on your subscription status

at time of generation. Your Luna Account and any synced projects remain active until separately cancelled or deleted through the web platform.

11. INTELLECTUAL PROPERTY

Luna Base is proprietary software owned by Luna Base Inc. and protected by intellectual property laws. The IDE is licensed, not sold, and Luna Base Inc. retains all rights not expressly granted in this IDE Agreement. Code generated by Luna Base AI agents is subject to the ownership and licensing provisions defined in the Terms of Service and Luna Platform License.

The interfaces and connections to third-party AI services are proprietary to Luna Base Inc., though the underlying AI models remain the property of their respective owners. Your subscription tier determines your rights to use, modify, and commercialize code generated through Luna Base.

12. DISCLAIMERS AND LIMITATIONS

LUNA BASE IS PROVIDED "AS IS" WITHOUT WARRANTIES OF ANY KIND. LUNA BASE INC. DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. AI AGENTS MAY PRODUCE INCORRECT, INSECURE, OR INAPPROPRIATE CODE REQUIRING HUMAN REVIEW.

LUNA BASE INC. IS NOT RESPONSIBLE FOR THE AVAILABILITY, PERFORMANCE, OR OUTPUTS OF THIRD-PARTY AI SERVICES. SERVICE INTERRUPTIONS, API CHANGES, OR MODIFICATIONS BY THIRD-PARTY PROVIDERS MAY AFFECT LUNA BASE FUNCTIONALITY WITHOUT NOTICE.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, LUNA BASE INC.'S TOTAL LIABILITY SHALL NOT EXCEED \$100 OR FEES PAID IN THE LAST MONTH, WHICHEVER IS LESS. LUNA BASE INC. SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES.

13. TERMINATION

This IDE Agreement terminates automatically upon cancellation of your Luna Account, violation of the Terms of Service or this IDE Agreement, failure to maintain required subscription for your usage, or inability to connect to Luna services for an extended period.

Upon termination, you must cease using Luna Base immediately and uninstall all copies from your devices. Termination does not affect the licensing status of code previously generated according to the Luna Platform License.

14. EXPORT CONTROLS

Luna Base may contain technology subject to export controls. You agree to comply with all applicable export laws and regulations. You may not export or re-export Luna Base to prohibited countries or persons on sanctions lists.

15. GOVERNING LAW

This IDE Agreement is governed by Delaware law, consistent with the Terms of Service. Any disputes shall be resolved according to the dispute resolution provisions in the Terms of Service.

16. MODIFICATIONS

Luna Base Inc. may modify this IDE Agreement at any time by posting updates on our website or through the IDE. Continued use after modifications constitutes acceptance. Material changes will be notified through the IDE or your Account email.

17. ENTIRE AGREEMENT

This IDE Agreement, together with the Terms of Service and referenced policies, constitutes the entire agreement regarding Luna Base. In case of conflict between this IDE Agreement and the Terms of Service, the Terms of Service prevails except for IDE-specific technical provisions.

18. CONTACT INFORMATION

For all technical support and general inquiries: **support@lunabase.ai**

For legal matters: **legal@lunabase.ai**

Mailing Address:

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BY DOWNLOADING, INSTALLING, OR USING LUNA BASE, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THIS IDE LICENSE AGREEMENT AND THE LUNA BASE INC. TERMS OF SERVICE. AN INTERNET CONNECTION IS REQUIRED FOR ALL AI FUNCTIONALITY. YOUR SUBSCRIPTION STATUS DETERMINES YOUR RIGHTS TO USE AI-GENERATED CODE COMMERCIALY. CURRENT FEATURES AND SUBSCRIPTION DETAILS ARE AVAILABLE AT LUNABASE.AI.