

LUNA BASE TERMS OF SERVICE

Effective Date: May 1, 2025

1. INTRODUCTION AND ACCEPTANCE

These Terms of Service ("Terms") constitute a legally binding agreement between you and Luna Base Inc., a Delaware corporation ("Luna," "we," "us," or "our"), governing your access to and use of the Luna AI software development platform, including both our cloud-based online service and our downloadable developer IDE, and all related services, features, and functionalities (collectively, the "Service"). The Service provides an artificial intelligence-powered development environment where multiple specialized AI agents collaborate to generate software, websites, mobile applications, and other digital products based on user inputs and specifications. The Service is available both as an online cloud-based platform accessible through web browsers and as a downloadable integrated development environment ("IDE") that can be installed on local machines.

By accessing, registering for, downloading, installing, or using the Service in any manner, including but not limited to visiting our platform, creating an account, downloading our IDE, using free trials, purchasing subscriptions, publishing projects, or utilizing our API, you acknowledge that you have read, understood, and agree to be bound by these Terms in their entirety. These Terms apply equally whether you use the cloud-based online Service, the downloadable IDE, or both. The act of downloading the IDE, even without installation or use, constitutes acceptance of these Terms. Your use of the Service constitutes your electronic acceptance of these Terms, which shall be legally binding and enforceable as if physically signed, in accordance with the United States Electronic Signatures in Global and National Commerce Act, the Uniform Electronic Transactions Act, and other applicable electronic signature laws. If you do not agree to these Terms, you must not access, download, or use the Service and must immediately cease any use and uninstall any downloaded software if you have already begun.

These Terms incorporate by reference our Privacy Policy, API Documentation, and any other policies, guidelines, or rules published on our platform, all of which form an integral part of this agreement. Certain enterprise customers may execute separate written Enterprise Agreements with Luna that modify specific provisions of these Terms. In such cases, the Enterprise Agreement terms shall prevail only to the extent explicitly stated therein, with these Terms continuing to govern all matters not specifically addressed in the Enterprise Agreement. Luna reserves the unilateral right to modify, update, or replace these Terms at any time by posting the revised version on our platform, with such changes becoming effective immediately upon posting unless otherwise specified. Your continued use of the Service, whether cloud-based or through the downloadable IDE, following any modifications constitutes your acceptance of the updated Terms.

2. ELIGIBILITY AND ACCOUNT REQUIREMENTS

To use the Service, whether through the cloud platform or downloadable IDE, you must be at least eighteen (18) years of age or the legal age of majority in your jurisdiction of residence, whichever is greater. You represent and warrant that you possess the full legal right, power, and authority to enter into this agreement and to perform all obligations hereunder. If you are accessing, downloading, or using the Service on behalf of a company, organization, or other legal entity, you represent and warrant that

you are authorized to bind such entity and its affiliates to these Terms, and the terms "you" and "your" as used herein shall refer to such entity and its affiliates. If you do not have such authority, or if you do not agree with these Terms, neither you nor the entity may access, download, or use the Service.

The Service, including both the cloud platform and downloadable IDE, is not available to persons or entities located in, organized under the laws of, or ordinarily resident in countries or territories subject to comprehensive United States government sanctions or embargoes, including but not limited to Cuba, Iran, North Korea, Syria, and the Crimea, Donetsk, and Luhansk regions of Ukraine. Additionally, the Service is not available to any person or entity identified on the U.S. Department of Treasury's Specially Designated Nationals and Blocked Persons List, the U.S. Department of Commerce's Denied Persons List or Entity List, or any other applicable sanctions or restricted party list. You represent and warrant that you are not located in any such prohibited jurisdiction and are not identified on any such restricted party list. Luna reserves the right to verify your eligibility and compliance with these restrictions at any time and may immediately terminate or suspend your access to the Service, disable the downloadable IDE, and revoke any licenses without notice if we determine that you are ineligible or in violation of these provisions.

Registration for an account ("Account") is required to access most features and functionalities of the Service, including activation of the downloadable IDE, saving projects, utilizing AI agents, publishing to the community repository, and exercising rights under the Luna Platform License described herein. The downloadable IDE requires Account authentication to function and will not operate without valid Account credentials. During the registration process, you must provide true, accurate, current, and complete information about yourself or your organization as prompted by the registration form, and you agree to maintain and promptly update such information to keep it accurate and current at all times. Providing false, misleading, or fraudulent information constitutes a material breach of these Terms and may result in immediate termination of your Account, deactivation of any downloaded IDE instances, and potential legal action.

You are solely and exclusively responsible for maintaining the confidentiality and security of your Account credentials, including without limitation your username, password, API keys, access tokens, and any other authentication mechanisms used for both the cloud Service and downloadable IDE. You accept full and unconditional responsibility for all activities that occur under your Account across all platforms and installations, whether or not such activities were authorized by you, including all projects created, published, forked, or remixed using your Account through either the cloud Service or downloadable IDE, all commercial activities conducted using code generated under your Account, and all Credits or other resources consumed. You must immediately notify Luna at support@lunabase.ai upon becoming aware of any actual or suspected unauthorized use of your Account, any breach of security, or any other compromise of your Account credentials. Luna employs automated systems to monitor for suspicious account activity, unusual usage patterns, and potential security threats across both cloud and IDE installations. While we strive to minimize false positives, Luna shall not be liable for any damages, losses, or inconvenience resulting from security measures taken in good faith, including temporary or permanent suspension of accounts and deactivation of IDE installations flagged by our security systems.

3. THE LUNA PLATFORM LICENSE

All projects, code, and other materials created, generated, published, shared, or made available through the Service, whether using the cloud platform or downloadable IDE, are automatically subject to the

Luna Platform License, a licensing framework that governs the rights and restrictions applicable to such materials based on the subscription status of both the publisher and the user accessing such materials. The Luna Platform License applies equally to all code generated through the cloud Service and the downloadable IDE. Unless explicitly superseded by alternative licensing terms available exclusively to Enterprise subscribers through separately negotiated agreements, the Luna Platform License applies to all published projects without exception, regardless of which version of the Service was used to create them.

Users who access the Service through free trials or free tier accounts, whether using the cloud platform or downloadable IDE, receive limited rights designed primarily for evaluation, learning, and non-commercial experimentation. Such users may fork, remix, modify, and build upon any public project within the Luna platform environment without numerical limitation. However, all such activities are strictly restricted to non-commercial purposes only. Free tier users possess no rights whatsoever to download, export, or remove source code from the platform environment beyond what is temporarily cached in the downloadable IDE for active development sessions, and any attempt to circumvent these restrictions through technical means, including but not limited to the use of browser developer tools, IDE modification, API manipulation, automated scraping, screen recording, or any other method, constitutes a material breach of these Terms subject to immediate account termination, IDE deactivation, and liquidated damages of ten thousand dollars (\$10,000) per violation. Free tier users must maintain complete and accurate attribution chains for all forked and remixed projects, preserving the original author's copyright notices, maintaining the full modification history, and including all required license notices. All projects created by free tier users, whether through the cloud Service or downloadable IDE, are automatically and permanently designated as public projects, visible to all platform users and potentially accessible to search engines and external systems. These projects cannot be converted to private status retroactively, even if the user subsequently purchases a paid subscription.

Users who maintain active paid subscriptions, including Pro, Teams, and Enterprise tiers, receive rights for professional and commercial use of the Service and its outputs across both cloud and IDE platforms. Paid subscribers enjoy unlimited commercial use rights for all projects they create, fork, or remix using either version of the Service, including the right to deploy such projects in production environments, integrate them into commercial products or services, use them in professional consulting or development services, and sell or license derivative works. Paid subscribers have complete source code download and export capabilities from both the cloud platform and downloadable IDE, enabling them to remove projects from the platform and continue development in their local environments or other systems. These commercial rights are perpetual for any code properly downloaded during an active subscription period, meaning that even if a subscription subsequently lapses or is terminated, the user retains commercial rights to use, modify, and distribute code that was downloaded while the subscription was active, though no further updates or modifications may be downloaded and the IDE will revert to free tier limitations without active subscription.

The transition between subscription statuses affects both cloud and IDE functionality. When a free trial or free tier user converts to a paid subscription, all projects created during the trial or free period through either platform immediately and retroactively receive full commercial rights, removing all prior non-commercial restrictions. The downloadable IDE automatically updates its capabilities to reflect the new subscription status upon next authentication. Conversely, when a paid subscription lapses or is terminated, whether voluntarily or involuntarily, the user's rights are modified as follows: any code

previously downloaded during the subscription period retains its commercial rights in perpetuity, but the user loses the ability to download new code or updates through either platform; the downloadable IDE reverts to free tier functionality; new forks, remixes, or modifications are immediately restricted to non-commercial use only; private projects enter a thirty-day grace period during which the user may renew their subscription to maintain privacy, after which all private projects are automatically and irreversibly converted to public status; and the user loses access to premium features and increased Credit allocations associated with paid tiers across both platforms.

Luna may implement various technical and legal measures, at our sole discretion, to ensure compliance with the Luna Platform License across both the cloud Service and downloadable IDE. Technical enforcement includes code fingerprinting and signature analysis to identify unauthorized commercial use, deployment tracking across popular hosting platforms and cloud services, usage pattern analysis to detect commercial activity indicators, IDE phone-home verification to confirm subscription status, and automated scanning of public repositories for license violations. When potential violations are detected, Luna follows a graduated enforcement approach beginning with educational outreach and opportunity for correction, escalating to account suspension and IDE deactivation for clear violations, and ultimately pursuing legal action including liquidated damages and injunctive relief for willful or systematic violations. Free trial users may purchase additional Credits to access more AI features and generate more complex projects through either platform, but such purchases do not grant commercial rights or modify the licensing restrictions applicable to free tier users.

4. AI SERVICES AND PLATFORM OPERATIONS

The Service, whether accessed through the cloud platform or downloadable IDE, utilizes multiple specialized artificial intelligence agents that work collaboratively to generate code and other development artifacts based on user inputs. The downloadable IDE connects to Luna's AI infrastructure when generating code, requiring internet connectivity for AI features while allowing offline editing of existing code. These AI agents may employ various underlying models, including both proprietary systems and third-party open-source models, with selection based on factors including task requirements, computational efficiency, cost considerations, and user preferences where applicable. While the platform routes requests to appropriate models, Luna retains absolute discretion over model selection and may change model assignments at any time without notice. Enterprise subscribers may negotiate access to specific models or custom fine-tuned versions through separate agreements.

The Service operates on a Credits-based consumption model whereby users purchase or receive Credits through their subscription plans, which are then automatically converted to Tokens (internal computational units) when AI services are utilized through either the cloud platform or downloadable IDE. Both platforms draw from the same Credit balance associated with your Account. The conversion rate between Credits and Tokens is determined by Luna and published on our website, and such rates are subject to change at any time without prior notice. Different operations consume varying amounts of Credits based on their computational complexity, with simple code completions requiring minimal Credits while multi-agent project generation requires substantially more. Current consumption rates for various operations are maintained on our pricing page, though Luna reserves the right to modify these rates based on infrastructure costs, model improvements, or business considerations.

Each subscription tier includes a monthly allocation of Credits that can be used across both the cloud Service and downloadable IDE, with free tier users receiving limited Credits sufficient for basic

experimentation, Pro tier subscribers receiving increased allocations suitable for individual professional development, Teams tier subscribers receiving pooled Credits shareable among team members, and Enterprise subscribers receiving negotiated Credit packages. These included Credits refresh monthly on the billing cycle date and do not roll over to subsequent months unless otherwise specified in an Enterprise Agreement. All users, including free trial and free tier users, may purchase additional Credits when their included allocation is exhausted, with such purchased Credits remaining valid for twelve months from the date of purchase unless otherwise specified and usable across both platforms. The ability to purchase Credits does not modify or expand the licensing rights associated with a user's subscription tier; commercial usage rights are determined solely by subscription status, not by Credit purchases.

5. PROJECT PUBLISHING AND COMMUNITY FEATURES

Projects created through the Service, whether using the cloud platform or downloadable IDE, may be published to the platform's community repository, where they become available to other users subject to the Luna Platform License. Projects created in the downloadable IDE must be synchronized with the cloud platform to be published to the community. The visibility and accessibility of published projects depend entirely on the publisher's subscription status at the time of publication and cannot be retroactively modified to be more restrictive. Projects published by free tier users, regardless of which platform was used to create them, are automatically and permanently designated as public projects, visible to all platform users without restriction, searchable through platform discovery features and potentially external search engines, and available for forking and remixing by other users according to their respective subscription statuses. These public projects cannot be made private retroactively, even if the publisher subsequently upgrades to a paid subscription, though new projects created after upgrading may be designated as private if the subscription tier permits.

Paid subscribers at the Pro tier and above may create and maintain private projects through either the cloud Service or downloadable IDE that remain hidden from public view and are accessible only to explicitly authorized users. Private projects created in the downloadable IDE are encrypted locally and synchronized with the cloud platform only when explicitly saved by the user. Private projects are excluded from community features, search results, and AI training datasets unless the owner specifically authorizes such uses. However, if a paid subscription lapses and is not renewed within thirty days, all private projects associated with that account, including those stored locally in the downloadable IDE, automatically and irreversibly convert to public status, becoming subject to all provisions applicable to public projects. This conversion cannot be reversed even if the subscription is subsequently renewed.

All published projects must comply with platform policies and applicable laws regardless of which version of the Service was used to create them. Projects must not contain malicious code, including but not limited to viruses, worms, trojans, or other software designed to harm, infiltrate, or compromise systems or data. Projects must not violate or infringe upon any third-party intellectual property rights, including copyrights, patents, trademarks, trade secrets, or other proprietary rights. Projects must not include sensitive personal information, authentication credentials, API keys, cryptographic keys, or other security-sensitive data that could be exploited if exposed. Projects must not contain content that is illegal, harmful, threatening, abusive, harassing, defamatory, obscene, or otherwise objectionable. Luna may employ automated scanning systems across both cloud and IDE-generated content and community reporting mechanisms to identify potential violations, and reserves the right to remove, modify, or

restrict access to any project that violates these requirements, with or without notice to the publisher. Repeat violations may result in permanent suspension of publishing privileges, account termination, and deactivation of all associated IDE installations.

6. SUBSCRIPTION PLANS AND BILLING

Luna offers multiple subscription tiers that apply to both the cloud Service and downloadable IDE. The Starter tier, available at no cost, provides basic access to the Service with limited monthly Credits, the ability to publish public projects only, access to community features, and restricted AI agent capabilities in both platforms, but explicitly excludes any commercial usage rights, private project capabilities, and source code download features. The Pro tier, priced according to current rates published on our website, grants individual users full commercial rights across both platforms, unlimited private projects, complete download and export capabilities from both cloud and IDE, increased monthly Credit allocations, AI processing modes, and advanced customization options. The Teams tier extends all Pro tier benefits to a limited number of users in a group with multiple IDE installations, adding shared workspaces with granular permission controls, pooled Credits that can be allocated among team members using either platform, collaborative AI sessions, administrative controls, and team-wide commercial licensing rights. The Enterprise tier provides customized solutions with negotiated terms, including flexible user limits, unlimited IDE installations, custom Credit packages or unlimited usage arrangements, dedicated infrastructure options, service level agreements, compliance certifications, and modifications to standard Terms as agreed in writing.

All subscription plans automatically renew at the end of each billing period unless cancelled by the user prior to the renewal date. Renewals occur at Luna's then-current published rates, which may differ from the rates in effect when you initially subscribed. Luna reserves the right to modify subscription prices at any time with thirty days advance notice to existing subscribers, with no limitation on the percentage or amount of increase. Subscription upgrades take effect immediately upon payment confirmation across both cloud and IDE platforms, with charges prorated for the remainder of the current billing cycle, and trigger a ninety-day lock-in period during which downgrades are prohibited to prevent abuse of upgrade benefits. Subscription downgrades take effect at the beginning of the next billing cycle and may result in loss of features across both platforms, forced conversion of private projects to public status if the lower tier doesn't support the current number of private projects, deactivation of team IDE installations exceeding the lower tier's user limit, and forfeiture of unused Credits or other benefits.

Payment failures trigger a seven-day grace period during which the Service continues to operate with certain restrictions across both platforms: commercial usage rights are immediately suspended though existing deployments may continue operating, download capabilities are limited to one download per day from either platform, the downloadable IDE operates in restricted mode with limited features, Credit purchases are disabled, and new private projects cannot be created. If payment is not received within the grace period, the account automatically reverts to free tier status with all associated limitations and restrictions, and the downloadable IDE reverts to free tier functionality. Luna may pursue collection activities for outstanding amounts, including interest charges at the rate of one and one-half percent (1.5%) per month or the maximum rate permitted by law, whichever is lower, plus all costs of collection including reasonable attorneys' fees.

All payments are final and non-refundable, including but not limited to subscription fees, Credit purchases, and any other charges. Luna does not provide refunds or credits for partial subscription

periods, unused Credits, or service interruptions within commercially reasonable bounds. Users who initiate chargebacks or payment disputes through their financial institutions rather than through Luna's support channels will have their accounts immediately terminated, all IDE installations deactivated, forfeit all Credits and prepaid amounts, and be liable for a one hundred dollar (\$100) administrative fee plus any costs incurred by Luna in responding to the chargeback.

7. ACCEPTABLE USE POLICY

Users must not engage in any activities that violate these Terms, applicable laws, or the rights of others, or that could harm the Service, its users, or Luna's business interests, whether using the cloud Service or downloadable IDE. Prohibited activities include but are not limited to attempting to reverse engineer, decompile, disassemble, modify, or otherwise derive the source code or underlying algorithms of the Service, including the downloadable IDE or its AI models; circumventing or attempting to circumvent any security features, access controls, usage limits, licensing restrictions, or phone-home mechanisms in either platform; using automated systems, bots, or scripts to access the Service in a manner that exceeds reasonable human use or that could degrade performance for other users; generating, distributing, or publishing code or content that is malicious, harmful, illegal, or designed to compromise systems or data; violating or infringing upon intellectual property rights, privacy rights, or other legal rights of third parties; conducting commercial activities without maintaining an appropriate paid subscription; systematically downloading, scraping, or archiving public projects for republication or creation of competing services; modifying the downloadable IDE to bypass subscription verification or feature restrictions; and submitting prompts or requests designed to extract confidential information, training data, or model parameters from the AI systems.

Users must not use the Service, including any code or insights gained from the downloadable IDE, to develop competing AI development platforms or to train competing AI models without explicit written permission from Luna. Users must not distribute modified versions of the downloadable IDE or create derivative works based on it. Users must not misrepresent their subscription status or licensing rights, or assist others in circumventing licensing restrictions through either platform. Users must not engage in any form of harassment, abuse, or harmful behavior toward other users or Luna staff. Users must not spread false or misleading information about the Service's capabilities, limitations, or policies. Violation of this Acceptable Use Policy may result in immediate suspension or termination of your Account, deactivation of all IDE installations, forfeiture of all prepaid amounts and Credits, liability for liquidated damages as specified in these Terms, and potential civil or criminal legal action.

8. INTELLECTUAL PROPERTY RIGHTS

Luna retains all right, title, and interest in and to the Service, including but not limited to both the cloud platform infrastructure and downloadable IDE software; all AI models, training methodologies, and algorithms; the Credit and Token system and conversion mechanisms; all APIs, SDKs, and integration tools; aggregated and anonymized usage data and analytics from both platforms; and all associated intellectual property rights. The Service and its components, including the downloadable IDE, are protected by copyright, trademark, trade secret, and other intellectual property laws. Users receive no rights to Luna's intellectual property except for the limited right to access and use the Service in accordance with these Terms. The downloadable IDE is licensed, not sold, and Luna retains all rights not expressly granted.

Users retain ownership of original content they provide to the Service through either platform, including natural language prompts, specifications, custom code additions, and other inputs. For content generated by the Service's AI agents specifically in response to user requests, whether through the cloud Service or downloadable IDE, users own such output subject to the licensing terms of the Luna Platform License based on their subscription status. However, Luna retains the right to use patterns, insights, and learnings derived from user interactions and generated content across both platforms to improve the Service and train future AI models, except where explicitly prohibited by an Enterprise Agreement. This right includes but is not limited to analyzing code patterns, identifying common requirements, improving error detection, and enhancing generation capabilities.

When users publish projects to the platform from either the cloud Service or downloadable IDE, they grant specific licenses as described in the Luna Platform License section of these Terms. For public projects, users grant an irrevocable, perpetual, worldwide, royalty-free license to Luna and all other platform users to access, use, modify, and build upon such projects according to their respective subscription statuses. For private projects, users grant Luna a limited license solely for the purpose of operating the Service, providing the project to authorized users, and performing necessary technical operations, unless broader rights are granted through separate agreement. These licenses continue even after account termination and IDE uninstallation to ensure ecosystem stability and protect users who have legitimately forked or remixed projects.

9. WARRANTIES, DISCLAIMERS, AND LIABILITY LIMITATIONS

THE SERVICE, INCLUDING BOTH THE CLOUD PLATFORM AND DOWNLOADABLE IDE, IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. LUNA SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND QUIET ENJOYMENT. LUNA DOES NOT WARRANT THAT THE SERVICE OR DOWNLOADABLE IDE WILL BE UNINTERRUPTED, ERROR-FREE, SECURE, OR FREE FROM VIRUSES OR OTHER HARMFUL COMPONENTS. LUNA DOES NOT WARRANT THAT THE RESULTS OBTAINED FROM USE OF THE SERVICE THROUGH EITHER PLATFORM WILL BE ACCURATE, RELIABLE, OR SUITABLE FOR ANY PARTICULAR PURPOSE.

WITH RESPECT TO AI-GENERATED OUTPUTS FROM EITHER THE CLOUD SERVICE OR DOWNLOADABLE IDE, LUNA MAKES NO WARRANTIES OR REPRESENTATIONS REGARDING ACCURACY, COMPLETENESS, FUNCTIONALITY, SECURITY, OR LEGAL COMPLIANCE. AI-GENERATED CODE MAY CONTAIN ERRORS, BUGS, SECURITY VULNERABILITIES, OR OTHER DEFECTS THAT COULD CAUSE SYSTEM FAILURE, DATA LOSS, OR SECURITY BREACHES. USERS ACKNOWLEDGE THAT AI TECHNOLOGY IS EXPERIMENTAL AND PROBABILISTIC IN NATURE, AND THAT OUTPUTS MAY VARY EVEN WITH IDENTICAL INPUTS ACROSS DIFFERENT PLATFORMS. USERS ASSUME ALL RISK AND RESPONSIBILITY FOR VALIDATING, TESTING, AND DEPLOYING ANY AI-GENERATED CODE OR CONTENT REGARDLESS OF WHICH PLATFORM WAS USED TO GENERATE IT.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL LUNA, ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR LICENSORS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, REVENUE, DATA, USE, GOODWILL, OR OTHER INTANGIBLE LOSSES, ARISING OUT OF OR RELATED TO YOUR USE OR INABILITY TO USE THE SERVICE, INCLUDING THE DOWNLOADABLE IDE,

REGARDLESS OF THE THEORY OF LIABILITY AND WHETHER OR NOT LUNA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL LUNA'S AGGREGATE LIABILITY FOR ALL CLAIMS RELATED TO THE SERVICE EXCEED THE LESSER OF ONE HUNDRED DOLLARS (\$100) OR THE TOTAL AMOUNT PAID BY YOU TO LUNA IN THE TWELVE MONTHS PRECEDING THE EVENT GIVING RISE TO LIABILITY.

10. INDEMNIFICATION

You agree to indemnify, defend, and hold harmless Luna, its affiliates, and their respective officers, directors, employees, agents, licensors, and service providers from and against any and all claims, demands, actions, liabilities, damages, losses, costs, and expenses, including without limitation reasonable attorneys' fees and legal costs, arising out of or related to your use or misuse of the Service, including both the cloud platform and downloadable IDE; your violation of these Terms or any applicable laws, rules, or regulations; your infringement or violation of any intellectual property rights, privacy rights, or other rights of third parties; any content or projects you publish, submit, or make available through the Service from either platform; any commercial use of the Service or AI-generated outputs without appropriate subscription rights; any modification or reverse engineering of the downloadable IDE; any security breach or unauthorized access occurring under your Account on any platform; and any claims by third parties related to your use of AI-generated code or content regardless of which platform was used to generate it.

This indemnification obligation shall survive the termination of these Terms and your use of the Service indefinitely. You agree to cooperate fully with Luna in the defense of any claim subject to indemnification, and Luna reserves the right to assume exclusive control of the defense of any such claim, at your expense, if you fail to adequately defend or settle such claim. You may not settle any claim that affects Luna's rights or obligations without Luna's prior written consent.

11. DATA PRIVACY AND PROTECTION

Luna collects, processes, and stores various types of data in connection with the Service from both the cloud platform and downloadable IDE, including account registration information, usage data and analytics from both platforms, project content and code, AI interaction logs, IDE usage telemetry, and system performance metrics. The downloadable IDE may collect and transmit usage data to Luna for service improvement and subscription verification purposes. The collection, use, and protection of such data is governed by Luna's Privacy Policy, which is incorporated herein by reference. By using the Service, including downloading and installing the IDE, you consent to Luna's data practices as described in the Privacy Policy.

For projects designated as public, all content is visible to other platform users regardless of which platform was used to create them and may be indexed by search engines, cached by third-party services, and used by Luna to train and improve AI models and our services. Public project data is not subject to confidentiality restrictions and may be freely accessed and used by others according to their subscription status under the Luna Platform License. For projects designated as private (available only to paid subscribers), Luna maintains confidentiality and restricts access to authorized users only, though Luna may still process such data for operational purposes including backup, security scanning, and technical support. Private projects created in the downloadable IDE are local but must be synchronized with Luna's servers for backup and collaboration features. Private project data is excluded from AI training

datasets unless you explicitly opt in to such use. Enterprise customers may negotiate additional privacy protections and data handling requirements through separate agreements.

User data may be transferred to and processed in the United States and other countries where Luna or its service providers maintain operations. This includes data collected from the downloadable IDE, which transmits data to Luna's servers for processing. Such international transfers are conducted in accordance with applicable data protection laws and utilizing appropriate safeguards such as standard contractual clauses. Users acknowledge that data protection laws vary by jurisdiction and that data may be subject to access by foreign governments under local laws. Users subject to GDPR, CCPA, or other data protection regulations may exercise their rights as described in the Privacy Policy, though such rights cannot be used to retroactively revoke licenses granted for published projects or to require deletion of forked or remixed versions created by other users.

12. TERMINATION

Either party may terminate these Terms under certain conditions. Users may cancel their subscriptions at any time through their account settings, with termination becoming effective at the end of the current billing period. Upon termination, the downloadable IDE will continue to function in offline mode for existing projects but will not receive updates or allow new AI-generated content. Luna may terminate or suspend your Account immediately, with or without notice, and remotely deactivate the downloadable IDE, for violation of these Terms, non-payment of fees, extended inactivity, suspected fraudulent or illegal activity, or for any other reason in Luna's sole discretion. Luna may also discontinue the Service entirely, including ceasing support for the downloadable IDE, at any time with reasonable notice to users.

Upon termination, your right to access and use the Service ceases immediately. Code that was properly downloaded during an active paid subscription retains its commercial licensing rights in perpetuity, but no further downloads, updates, or modifications are permitted through either platform. Public projects published prior to termination remain available to the community indefinitely under the Luna Platform License. Private projects may be deleted by Luna after a reasonable retention period, not to exceed ninety days unless required by law. All Credits, prepaid amounts, and unused subscription periods are forfeited upon termination and are non-refundable. You must uninstall the downloadable IDE within thirty days of termination unless you have a perpetual license under an Enterprise Agreement.

Certain provisions of these Terms survive termination, including but not limited to licensing provisions for published projects, intellectual property rights, disclaimers and liability limitations, indemnification obligations, and dispute resolution procedures. The survival of these provisions is necessary to protect the legitimate interests of both parties and the broader platform community.

13. DISPUTE RESOLUTION

Any dispute, controversy, or claim arising out of or relating to these Terms or the Service, including the downloadable IDE, must first be addressed through good-faith informal negotiations. Users should contact Luna at legal@lunabase.ai with a detailed description of the dispute and desired resolution. Luna will respond within a reasonable time, and the parties shall attempt to resolve the dispute through direct communication for at least thirty days before initiating formal proceedings.

If informal negotiation fails to resolve the dispute, except for disputes relating to intellectual property rights or seeking injunctive relief, all disputes shall be resolved through binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules. The arbitration shall be conducted in Wilmington, Delaware, before a single arbitrator with experience in technology and software licensing matters. The arbitrator's decision shall be final and binding, and judgment may be entered upon the award in any court of competent jurisdiction. Each party shall bear its own attorneys' fees and costs, unless the arbitrator determines that a party has pursued frivolous claims or defenses, in which case the arbitrator may award fees and costs to the prevailing party.

You and Luna agree that all disputes must be brought in the parties' individual capacity and not as a plaintiff or class member in any purported class, collective, consolidated, or representative proceeding. The arbitrator may not consolidate multiple parties' claims and may not preside over any form of representative or class proceeding. If this class action waiver is found to be unenforceable, then the entire arbitration provision shall be null and void and disputes shall be resolved in court. All disputes shall be governed by Delaware law without regard to conflict of law principles.

14. GENERAL PROVISIONS

These Terms, together with any applicable Enterprise Agreement, constitute the entire agreement between you and Luna regarding the Service, including both the cloud platform and downloadable IDE, and supersede all prior or contemporaneous understandings, agreements, representations, and warranties. If any provision of these Terms is found to be unenforceable or invalid, such provision shall be modified to the minimum extent necessary to make it enforceable, or if it cannot be modified, severed from these Terms, with the remaining provisions continuing in full force and effect.

Luna's failure to enforce any right or provision of these Terms shall not constitute a waiver of such right or provision unless acknowledged and agreed to by Luna in writing. No waiver of any term of these Terms shall be deemed a further or continuing waiver of such term or any other term. You may not assign or transfer these Terms or any rights or obligations hereunder, including licenses to use the downloadable IDE, without Luna's prior written consent, and any attempted assignment without such consent shall be void. Luna may freely assign these Terms without restriction.

Users must comply with all applicable laws and regulations in their use of the Service, including both platforms, including but not limited to export control laws, economic sanctions, data protection regulations, and intellectual property laws. The Service, including the downloadable IDE, may contain technology subject to U.S. export controls, and users are prohibited from exporting or re-exporting such technology except in compliance with applicable laws. Users are solely responsible for ensuring their use of the Service and any AI-generated outputs complies with all applicable legal requirements in their jurisdiction.

All notices required under these Terms shall be in writing and delivered to Luna at legal@lunabase.ai or to users at the email address associated with their Account. Electronic communications satisfy any requirement for written notice. These Terms are written in English, and any translations are provided for convenience only; in case of conflicts, the English version controls.

15. CONTACT INFORMATION

For all legal, security, privacy, and compliance matters, contact Luna Base Inc. at legal@lunabase.ai. For support, billing, and general inquiries, contact support@lunabase.ai. Physical correspondence should be directed to Luna Base Inc., Legal Department, 2501 North Harwood Street Suite 1900, Dallas, TX 75201-1664.

BY ACCESSING, DOWNLOADING, INSTALLING, OR USING THE SERVICE, INCLUDING THE CLOUD PLATFORM OR DOWNLOADABLE IDE, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THESE TERMS OF SERVICE.