

LUNA ENTERPRISE AGREEMENT

This Enterprise Agreement (the "Agreement") is entered into as of the Effective Date set forth in the Commercial Terms below, by and between **Luna Base Inc.**, a corporation organized under the laws of the State of Delaware ("Luna"), and the entity identified as "Customer" in the Commercial Terms below (the "Customer"). Luna and Customer are each referred to individually as a "Party" and collectively as the "Parties." The Parties, intending to be legally bound, hereby agree to the terms and conditions set forth herein.

COMMERCIAL TERMS

Field	Details
Customer Name	_____
Customer Address	_____
Effective Date	_____
Initial Term	<input type="checkbox"/> 1 Year <input type="checkbox"/> 2 Years <input type="checkbox"/> 3 Years <input type="checkbox"/> Other: _____
Auto-Renewal	<input type="checkbox"/> Yes (same term) <input type="checkbox"/> No
Number of Users	_____
Price Per User Per Month	\$_____
Total Annual Contract Value	\$_____
Payment Terms	<input type="checkbox"/> Annual <input type="checkbox"/> Quarterly <input type="checkbox"/> Monthly
Credit Allocation - Pooled	_____ Credits per month
Credit Allocation - Per User	_____ Credits per user per month
Discount on Additional Credits	_____ %
Platform Access	<input type="checkbox"/> Luna Base (Cloud) <input type="checkbox"/> Luna Base IDE <input type="checkbox"/> Luna Autopilot <input type="checkbox"/> All Platforms
Priority Support Level	<input type="checkbox"/> Standard <input type="checkbox"/> Premium <input type="checkbox"/> Elite
Service Level Agreement	<input type="checkbox"/> See Addendum A <input type="checkbox"/> Not Applicable
Data Residency Requirements	<input type="checkbox"/> US Only <input type="checkbox"/> EU <input type="checkbox"/> APAC <input type="checkbox"/> No Requirement

Field	Details
On-Premise Deployment	<input type="checkbox"/> Yes (see Addendum B) <input type="checkbox"/> No
Professional Services	<input type="checkbox"/> Yes (see Addendum C) <input type="checkbox"/> No
Single Sign-On (SSO)	<input type="checkbox"/> SAML <input type="checkbox"/> OAuth <input type="checkbox"/> LDAP <input type="checkbox"/> Not Required
Executed Partnership Agreement	<input type="checkbox"/> Yes (Date: _____) <input type="checkbox"/> No
Partner Marketplace Participation	<input type="checkbox"/> Yes <input type="checkbox"/> No
Dedicated Account Manager	<input type="checkbox"/> Yes <input type="checkbox"/> No
Custom AI Model Training	<input type="checkbox"/> Yes (see Addendum D) <input type="checkbox"/> No
Data Processing Agreement	<input type="checkbox"/> Yes (see Addendum E) <input type="checkbox"/> No

EXECUTION

By signing below, the Parties acknowledge they have read, understood, and agree to be bound by this Enterprise Agreement, including the Commercial Terms above and all Terms and Conditions below, as well as all incorporated agreements and policies.

LUNA BASE INC.

Signature: _____
 Name: _____
 Title: _____
 Date: _____

Address:
 2501 North Harwood Street Suite 1900
 Dallas, TX 75201-1664

CUSTOMER

Signature: _____
 Name: _____
 Title: _____
 Date: _____

Address: As specified in Commercial Terms

ELECTRONIC EXECUTION NOTICE: This Agreement may be executed electronically through digital signature platforms, email confirmation, or other electronic means. Electronic signatures are legally binding and have the same force and effect as handwritten signatures under the U.S. Electronic Signatures in Global and National Commerce Act (E-SIGN Act) and the Uniform Electronic Transactions Act (UETA).

TERMS AND CONDITIONS

1. AGREEMENT STRUCTURE AND HIERARCHY

1.1 Incorporation and Modification of Luna Agreements. This Enterprise Agreement governs Customer's enterprise-wide access to and use of Luna's artificial intelligence-powered software development platforms and related services. This Agreement incorporates by reference Luna Base Inc.'s Terms of Service dated as amended from time to time ("ToS") available at <https://lunabase.ai/terms>, the Luna Base IDE License Agreement ("IDE Agreement"), and all related policies, terms, and documentation including but not limited to the Credit and Token Usage Terms, Privacy Policy, Luna Platform License, Acceptable Use Policy, and any other documents referenced therein or published on Luna's platform (collectively, the "Incorporated Documents"). This Enterprise Agreement modifies, supersedes, and takes precedence over certain provisions of the Incorporated Documents to the extent explicitly stated herein. Where this Agreement is silent on a matter addressed in the Incorporated Documents, those provisions remain in full force and effect. Customer acknowledges having reviewed and understood all Incorporated Documents.

1.2 Order of Precedence and Conflict Resolution. In the event of any conflict, inconsistency, or ambiguity between the various agreements, documents, and terms governing the relationship between the Parties, the following order of precedence shall apply, with each document superseding those below it: (1) Any executed and attached Addenda to this Enterprise Agreement, in reverse chronological order of execution; (2) The body of this Enterprise Agreement; (3) Any separately executed Partnership Agreement between the Parties; (4) Luna Partner Marketplace Terms, but only if Customer is an active participant as indicated in the Commercial Terms; (5) Any Professional Services Agreements or Statements of Work for specific projects; (6) The Luna Base IDE License Agreement; (7) The Luna Base Inc. Terms of Service; (8) All other Incorporated Documents in the order specified in the ToS; and (9) Any purchase orders, which are expressly rejected and shall not modify this Agreement regardless of acceptance of payment. This hierarchy ensures that enterprise-specific negotiated terms take precedence while maintaining the foundational framework necessary for platform operations.

1.3 Partnership Benefits and Marketplace Integration. If Customer has executed a separate Partnership Agreement with Luna or actively participates in the Luna Partner Marketplace as indicated in the Commercial Terms, Customer shall be entitled to any additional benefits, preferential rates, or modified terms explicitly specified in such agreements. These benefits may include but are not limited to reduced marketplace transaction fees, enhanced Credit-to-Token conversion rates, priority access to beta features and unreleased capabilities, co-marketing opportunities and joint go-to-market initiatives, and participation in Luna's partner referral programs. Any such benefits shall be construed as additive to the enterprise benefits provided under this Agreement unless an explicit conflict exists, in which case this Agreement controls. Customer's participation in partnership programs remains subject to maintaining good standing under both this Agreement and any applicable partnership terms.

1.4 Interpretation and Construction. This Agreement shall be construed as a whole according to its fair meaning and not strictly for or against any Party. Section headings are for convenience only and shall not affect interpretation. The word "including" means "including without limitation" unless expressly stated otherwise. All references to days mean calendar days unless business days are specified. Any reference

to a statute or regulation includes amendments and successor provisions. The Parties acknowledge that each has participated in the drafting of this Agreement, and no presumption shall arise favoring or disfavoring any Party based on authorship of any provision.

2. ENTERPRISE SUBSCRIPTION AND ACCESS RIGHTS

2.1 Enterprise License Grant and Scope. Subject to the terms and conditions of this Agreement, including Customer's continuous compliance with all applicable provisions and timely payment of all fees, Luna hereby grants to Customer a non-exclusive, non-transferable (except as explicitly permitted herein), non-sublicensable, revocable, worldwide license during the Term to access and use the Luna platforms and services specified in the Commercial Terms solely for Customer's internal business purposes and in strict accordance with the user limitations, access restrictions, and usage parameters set forth herein. This enterprise license encompasses: (a) access rights for the exact number of authorized users specified in the Commercial Terms, with no tolerance for exceeding such limits; (b) use of the designated Luna platforms including the Luna Base cloud platform, Luna Base IDE (Visual Studio Code extension), and Luna Autopilot as selected, subject to all technical requirements and limitations; (c) commercial rights to AI-generated outputs as specified in Section 6, subject to important limitations regarding intellectual property status; (d) ability to create and maintain private projects within the platforms, subject to data retention and privacy provisions; (e) access to enterprise features as available and modified from time to time by Luna; and (f) priority processing and resource allocation as reasonably determined by Luna based on system capacity and Customer's subscription tier.

2.2 Authorized User Definitions and Management. Customer may designate up to the maximum number of authorized users specified in the Commercial Terms. Each authorized user must be either: (a) a current employee of Customer or its wholly-owned subsidiaries; (b) an authorized contractor or consultant who has executed appropriate confidentiality agreements with Customer and whose primary work obligation is to Customer; or (c) other individuals approved in writing by Luna. Customer may reassign user seats no more frequently than once per thirty (30) day period by providing written notice through Luna's designated administrative interface or support channels, provided that such reassignment permanently revokes the prior user's access and transfers all associated data and projects. Each authorized user must maintain unique credentials that shall not be shared, disclosed, or used by any other individual. Customer bears full and unconditional responsibility for all activities conducted by or through its authorized users, including any violations of this Agreement, unauthorized access, or misuse of the platforms. Customer shall implement and maintain reasonable administrative, technical, and physical safeguards to prevent unauthorized access and shall immediately notify Luna of any suspected or actual unauthorized use.

2.3 Usage Restrictions and Compliance Obligations. Customer's use of the Luna platforms is subject to extensive restrictions designed to protect Luna's intellectual property, maintain platform integrity, and ensure fair resource allocation. Customer shall not, and shall ensure its authorized users do not: (a) exceed the licensed number of users or attempt to circumvent user limitations through any means; (b) use the platforms for any illegal, harmful, or unethical purposes; (c) reverse engineer, decompile, disassemble, or attempt to derive source code from any Luna technology; (d) modify, create derivative works from, or attempt to unbundle platform components; (e) use the platforms to develop competitive products or services; (f) perform security testing, penetration testing, or vulnerability scanning without prior written consent; (g) introduce malicious code or attempt to compromise platform security; (h) use

automated tools to extract data or functionality beyond normal usage patterns; (i) resell, lease, or provide service bureau access to the platforms; (j) remove or obscure proprietary notices; (k) use the platforms in violation of export control laws or in sanctioned territories; or (l) engage in any activity that could damage Luna's reputation or business relationships. Violation of these restrictions constitutes a material breach subject to immediate termination.

2.4 Enterprise Features and Functionality. Based on the platforms and support level selected in the Commercial Terms, Customer receives access to certain enterprise features which may include but are not limited to: enhanced AI agent capabilities with priority processing queues; administrative dashboards for user management and usage monitoring; API access with elevated rate limits and throughput; advanced security controls including IP whitelisting and session management; audit logging and compliance reporting capabilities; custom integrations with Customer's development toolchain; dedicated infrastructure or isolated processing environments where technically feasible; and such other features as Luna may introduce for enterprise customers. Luna reserves the right to modify, enhance, deprecate, or discontinue features with reasonable notice, provided that material degradations to core functionality shall not occur during any prepaid term. Customer acknowledges that certain features may require additional configuration, integration effort, or professional services not included in base subscription fees.

2.5 Verification and Audit Rights. Luna reserves the right to verify Customer's compliance with user limitations and usage restrictions through automated monitoring and periodic audits. Customer shall maintain accurate records of authorized users, access logs, and usage patterns for at least twelve (12) months. Upon reasonable notice, Customer shall provide Luna with reports, certifications, or remote access necessary to verify compliance. If an audit reveals unauthorized use or excess users, Customer shall immediately pay fees for such excess use calculated at Luna's then-current list price plus a twenty-five percent (25%) administrative fee, without limiting Luna's other remedies. Customer shall reimburse Luna for reasonable audit costs if material non-compliance is discovered.

3. CREDIT ALLOCATION AND CONSUMPTION MODEL

3.1 Enterprise Credit Structure and Mechanics. Customer receives the Credit allocations specified in the Commercial Terms, which serve as the consumable currency for accessing Luna's AI services and computational resources. Credits represent prepaid usage units that automatically convert to Tokens (Luna's internal computational units) upon consumption of AI services, with conversion rates dynamically determined by Luna based on multiple factors including but not limited to the type and complexity of operations requested, the specific AI models selected or required, current system load and resource availability, Customer's subscription tier and associated benefits, and any preferential rates negotiated in the Commercial Terms. The Credit system enables predictable budgeting while allowing Luna flexibility in resource management and cost optimization. Customer acknowledges that Credit-to-Token conversion rates may be adjusted by Luna with thirty (30) days' notice, except that any contractually guaranteed conversion rates specified in the Commercial Terms shall remain fixed during the Initial Term.

3.2 Credit Allocation Types and Management. Customer's Credit allocation may consist of: (a) pooled organizational Credits accessible by all authorized users subject to administrative controls; (b) per-user allocations that are individually tracked and consumed; or (c) a combination thereof as specified in the Commercial Terms. Unused Credits expire at the end of each monthly allocation period and do not roll over unless explicitly specified otherwise. Customer may implement internal allocation policies through

Luna's administrative interfaces, including setting per-user limits, project-based allocations, or departmental budgets. Luna provides real-time and historical reporting on Credit consumption through dashboards and APIs, enabling Customer to monitor usage patterns, forecast future consumption, and identify optimization opportunities. Customer bears sole responsibility for managing Credit consumption within its organization and ensuring adequate Credits for critical operations.

3.3 Additional Credit Purchases and Overage Handling. When Customer's included Credit allocation is exhausted, Customer may purchase additional Credits at the discounted rate specified in the Commercial Terms. Unless Customer has configured hard consumption limits through the administrative dashboard, Luna will automatically provision additional Credits to ensure service continuity, with such overage Credits invoiced monthly in arrears. Customer may also pre-purchase Credit packages, with volume discounts subject to separate negotiation based on commitment levels and payment terms. All Credit purchases are final, non-refundable, and non-transferable. Credits purchased outside the monthly allocation have a validity period of twelve (12) months from purchase date unless otherwise specified. Luna reserves the right to impose reasonable consumption limits or throttling during periods of excessive use that could impact platform stability or other customers' service quality.

3.4 Credit Consumption Transparency and Disputes. Luna shall provide detailed consumption reports showing Credit usage by user, project, operation type, and time period. Customer may dispute Credit consumption charges by providing written notice within thirty (30) days of the invoice date, including specific details of the disputed charges and supporting documentation. Luna will investigate disputes in good faith and provide a written response within fifteen (15) business days. Undisputed amounts must be paid according to normal payment terms regardless of any pending disputes. Customer acknowledges that the complexity of AI operations and dynamic conversion rates may result in consumption variations for similar operations.

4. SERVICE LEVELS AND SUPPORT

4.1 Service Level Agreement. If Customer has selected a Service Level Agreement in the Commercial Terms, the specific availability commitments, measurement methodologies, exclusions, and remedies are set forth in Addendum A (Service Level Agreement), which is incorporated herein by reference. Service levels represent Customer's sole remedy for availability issues, and Luna expressly disclaims any other liability for service interruptions, degradations, or performance issues. If no Service Level Agreement is selected, Luna provides the platforms on an "as-available" basis with no availability commitments, though Luna will use commercially reasonable efforts to maintain platform availability consistent with industry standards for enterprise software services.

4.2 Support Services and Response Commitments. Based on the support level selected in the Commercial Terms, Customer receives technical support services with defined response and resolution targets. Standard support includes business hours coverage (9 AM to 5 PM Pacific Time, excluding holidays), email and portal-based submission, and best-effort response times. Premium support adds extended hours coverage, phone support channels, and defined response times of four (4) hours for critical issues and one (1) business day for non-critical issues. Elite support provides 24/7 coverage, dedicated support team, response times of one (1) hour for critical issues, and quarterly business reviews with technical account management. "Critical issues" are defined as complete platform unavailability or data corruption affecting production use. Response time means initial acknowledgment,

not resolution. Luna reserves the right to determine issue priority based on impact and available workarounds.

4.3 Support Scope and Limitations. Support services cover platform functionality issues, bug reports, and basic usage questions. Support explicitly excludes: custom development or professional services; training beyond basic platform orientation; issues caused by Customer modifications or misuse; third-party integration troubleshooting; performance optimization or capacity planning; and issues arising from Customer's infrastructure or network. Customer shall provide reasonable cooperation in issue diagnosis, including access to systems, logs, and test cases. Luna may close support tickets if Customer fails to respond within five (5) business days. Support is provided in English only unless otherwise specified.

4.4 Maintenance and Updates. Luna may perform scheduled maintenance with at least seventy-two (72) hours' notice, except for critical security updates which may be applied immediately. Scheduled maintenance windows shall not exceed four (4) hours per month and will typically occur during weekends or off-peak hours. Luna will provide regular platform updates including bug fixes, security patches, and feature enhancements. Customer acknowledges that updates may modify platform behavior and require adjustments to Customer's workflows or integrations. Major version updates that materially change functionality will be announced at least ninety (90) days in advance where practicable.

5. DATA PRIVACY, SECURITY, AND COMPLIANCE

5.1 Data Classification and Ownership. For purposes of this Agreement, "Customer Data" means all data, content, code, specifications, and other materials that Customer or its authorized users submit, upload, or otherwise provide to the Luna platforms, including but not limited to source code, documentation, prompts, specifications, configuration data, and usage metadata. "Platform Data" means aggregated, anonymized usage data and telemetry collected by Luna across all customers. "Output Data" means AI-generated content created by the platforms in response to Customer inputs. Customer retains all right, title, and interest in Customer Data, subject to the limited licenses granted herein. Luna owns all Platform Data and may use it without restriction for platform improvement, research, and commercial purposes. Ownership of Output Data is addressed in Section 6.

5.2 Data Security Measures and Obligations. Luna implements and maintains administrative, physical, and technical safeguards designed to protect Customer Data against unauthorized access, disclosure, alteration, or destruction. These safeguards include but are not limited to: (a) encryption of Customer Data in transit using TLS 1.2 or higher and at rest using AES-256 or equivalent; (b) logical segregation of Customer Data from other customers' data; (c) access controls based on principles of least privilege and need-to-know; (d) regular security assessments and penetration testing by qualified third parties; (e) security incident response procedures with defined escalation and notification processes; and (f) employee background checks and confidentiality training. Customer acknowledges that no security measures are imperfect and that Luna cannot guarantee absolute security. Customer is responsible for maintaining appropriate security measures for its own systems and networks that interface with the Luna platforms.

5.3 Data Location and Transfer. Customer Data may be processed and stored in any geographic location where Luna or its subprocessors maintain operations, currently including the United States and such other locations as Luna may designate. If Customer has specified data residency requirements in the

Commercial Terms, Luna will use commercially reasonable efforts to store Customer Data primarily in the designated regions, though Customer acknowledges that some processing may occur in other locations for technical or operational reasons. International data transfers shall be conducted in accordance with applicable data protection laws, utilizing appropriate safeguards such as Standard Contractual Clauses for transfers from the EU/EEA. Customer is responsible for ensuring its use of the platforms complies with any applicable data localization requirements.

5.4 Data Retention and Deletion. Luna retains Customer Data for the duration of the Term and for ninety (90) days thereafter to facilitate potential reactivation or data recovery. After this retention period, Customer Data will be deleted from Luna's production systems, though backup copies may persist for up to one hundred eighty (180) days in accordance with Luna's backup rotation policies. Upon written request during the Term, Luna will delete specific Customer Data within thirty (30) days, subject to technical feasibility and legal retention requirements. Customer acknowledges that data deletion may be irreversible and that Luna bears no liability for data that cannot be recovered after deletion. Certain metadata and usage logs may be retained indefinitely in anonymized form for legal, security, or analytical purposes.

5.5 Compliance and Certifications. Luna maintains a compliance program appropriate for the nature of its services and the industries it serves. Upon request and subject to mutual NDA, Luna will provide Customer with relevant compliance documentation such as SOC 2 reports, penetration testing summaries, or security questionnaire responses. Customer acknowledges that Luna is not a regulated entity under industry-specific frameworks such as HIPAA or PCI-DSS unless explicitly agreed in a separate addendum. Customer is solely responsible for determining whether the platforms meet its regulatory requirements and for implementing any additional controls necessary for compliance. Luna reserves the right to modify its security and compliance programs as necessary to address evolving threats and regulatory requirements.

6. INTELLECTUAL PROPERTY RIGHTS

6.1 Customer Intellectual Property. Customer retains all right, title, and interest in and to Customer Data, including any intellectual property rights subsisting therein. Customer grants to Luna a worldwide, non-exclusive, royalty-free, fully paid-up license during the Term to: (a) use, reproduce, modify, and display Customer Data as necessary to provide the platforms and services; (b) create derivative works from Customer Data solely to generate Output Data as requested by Customer; and (c) use Customer Data for internal research and development, provided such use does not disclose Customer's Confidential Information or identify Customer. This license terminates upon deletion of Customer Data, except that Luna may retain and use learnings, improvements, and generalized knowledge derived from processing Customer Data.

6.2 Luna Platform Technology. Luna and its licensors retain all right, title, and interest in and to the Luna platforms and all associated technology, including without limitation: (a) all software, algorithms, machine learning models, and AI systems; (b) all user interfaces, workflows, and interaction designs; (c) all APIs, SDKs, documentation, and integration tools; (d) all improvements, modifications, and derivatives thereof, regardless of Customer input or feedback; and (e) all associated intellectual property rights, whether registered or unregistered. Nothing in this Agreement conveys any ownership interest in Luna technology to Customer. Customer receives only the limited license rights explicitly granted herein, which are conditional upon compliance with all Agreement terms.

6.3 Output Data Ownership and Limitations. Subject to payment of all fees and compliance with this Agreement, Customer owns Output Data generated specifically for Customer based on Customer Data inputs. However, Customer acknowledges critical limitations: (a) Luna makes no representations regarding the subsistence of copyright, patent, or other intellectual property rights in AI-generated content under applicable law; (b) similar or identical outputs may be generated for other customers with similar inputs; (c) Output Data may inadvertently incorporate or resemble third-party intellectual property; (d) the legal status of AI-generated content varies by jurisdiction and remains legally uncertain; and (e) Customer bears all risk regarding the protectability, enforceability, and commercialization of Output Data. Customer is strongly advised to obtain legal counsel regarding intellectual property rights in AI-generated content before any commercial use or legal reliance.

6.4 Feedback and Improvements. Customer may provide suggestions, feedback, or recommendations regarding the platforms ("Feedback"). Customer hereby assigns to Luna all right, title, and interest in and to all Feedback, including all intellectual property rights therein. To the extent such assignment is invalid, Customer grants Luna an irrevocable, perpetual, worldwide, royalty-free, transferable, sublicensable license to use and commercialize Feedback without restriction. Customer represents that Feedback does not violate third-party rights and waives any moral rights or attribution claims. Luna has no obligation to implement, acknowledge, or compensate for Feedback.

6.5 Open Source Components. The platforms may incorporate open source software components subject to separate license terms. Luna shall maintain a list of material open source components available upon written request. Customer acknowledges that open source licenses may impose obligations such as attribution, source code disclosure, or copyleft provisions that could affect Customer's use of Output Data. Luna disclaims all warranties and liability related to open source components to the maximum extent permitted by applicable open source licenses. Customer is solely responsible for compliance with open source license terms in its use and distribution of Output Data.

7. PAYMENT TERMS

7.1 Fees and Payment Obligations. Customer shall pay Luna the fees set forth in the Commercial Terms according to the payment schedule specified therein. All fees are due within thirty (30) days of invoice date unless otherwise specified. Luna may invoice annually in advance, quarterly in advance, or monthly in advance based on the payment terms selected. All amounts are stated in United States Dollars unless otherwise specified. Customer authorizes Luna to charge any payment method on file for recurring fees and undisputed charges. All fees are non-cancelable and non-refundable except as explicitly provided in this Agreement. Customer may not withhold, offset, or deduct any amounts from payments due to Luna except for disputed amounts being contested in good faith.

7.2 Fee Adjustments and Increases. Luna reserves the right to increase fees upon renewal with ninety (90) days' prior written notice. Any fee increase shall not exceed twenty percent (20%) annually unless mutually agreed in writing. Fee increases shall not apply during any prepaid term. If Customer objects to a fee increase, Customer may elect not to renew by providing notice pursuant to Section 8. During the Initial Term, fees are fixed except for: (a) excess usage beyond contracted limits; (b) additional services or features not included in the base subscription; and (c) changes in applicable taxes or regulatory fees.

7.3 Taxes and Withholding. All fees are exclusive of all taxes, levies, duties, tariffs, and other governmental charges (collectively, "Taxes"). Customer is responsible for all Taxes, excluding taxes based

solely on Luna's net income. If Customer is required by law to withhold Taxes from payments to Luna, Customer shall: (a) gross up the payment so Luna receives the full amount stated in invoices; (b) timely remit withheld amounts to appropriate authorities; and (c) provide Luna with official tax receipts or certificates. Customer shall provide valid tax exemption certificates where applicable. Luna reserves the right to charge applicable Taxes separately on invoices.

7.4 Late Payment Consequences. Overdue amounts accrue interest at the rate of one and one-half percent (1.5%) per month or the maximum rate permitted by applicable law, whichever is lower, from the due date until paid in full. Luna may suspend services upon fifteen (15) days' written notice of payment delinquency if payment is not received within such notice period. Luna may terminate this Agreement if payment is not received within forty-five (45) days of the original due date. Customer shall reimburse Luna for all reasonable costs of collection, including attorneys' fees and court costs. Late payment constitutes a material breach of this Agreement.

7.5 Disputed Charges. Customer may dispute charges by providing written notice within thirty (30) days of invoice date, specifying the disputed amounts and providing detailed reasons for the dispute. Failure to dispute charges within this period constitutes acceptance. During dispute resolution, Customer must pay all undisputed amounts according to normal terms. The Parties shall work in good faith to resolve disputes within thirty (30) days. If resolution cannot be reached, the dispute shall be escalated pursuant to Section 13.

8. TERM AND TERMINATION

8.1 Term and Renewal. This Agreement commences on the Effective Date and continues for the Initial Term specified in the Commercial Terms, unless terminated earlier in accordance with this Section. If auto-renewal is selected in the Commercial Terms, this Agreement shall automatically renew for successive periods equal to the Initial Term (each a "Renewal Term") unless either Party provides written notice of non-renewal at least ninety (90) days prior to the end of the then-current term. Renewal Terms are subject to Luna's then-current enterprise terms and pricing unless otherwise agreed in writing. Any renewal negotiations should commence at least one hundred twenty (120) days before term expiration to ensure continuity of service.

8.2 Termination for Cause. Either Party may terminate this Agreement immediately upon written notice if the other Party: (a) materially breaches this Agreement and fails to cure such breach within thirty (30) days after receiving detailed written notice specifying the breach; (b) becomes insolvent, makes an assignment for the benefit of creditors, or has a receiver, trustee, or similar official appointed; (c) files for bankruptcy or has involuntary bankruptcy proceedings instituted against it that are not dismissed within sixty (60) days; or (d) ceases business operations or threatens to do so. Additionally, Luna may terminate immediately if Customer: (i) violates the Acceptable Use Policy in a manner that could harm Luna's reputation or other customers; (ii) engages in illegal activities using the platforms; (iii) undergoes a change of control where the acquiring entity is a direct competitor of Luna; or (iv) fails to pay undisputed amounts totaling more than two months' fees.

8.3 Termination for Convenience. After the Initial Term, either Party may terminate this Agreement for convenience by providing at least ninety (90) days' prior written notice. During the notice period, this Agreement remains in full effect and Customer must continue paying all fees. No partial refunds are

provided for prepaid fees. Customer may continue using the platforms during the notice period subject to all Agreement terms.

8.4 Effects of Termination. Upon termination or expiration: (a) all licenses and access rights granted to Customer terminate immediately, except that authorized users may complete active sessions; (b) Customer must immediately cease all use of the platforms and delete any downloaded software components within thirty (30) days; (c) Luna will make Customer Data available for export for thirty (30) days, after which Luna may delete all Customer Data without further notice; (d) Customer retains rights to Output Data properly generated and downloaded before termination, subject to the limitations in Section 6; (e) all accrued but unpaid fees become immediately due and payable; (f) each Party must return or destroy the other Party's Confidential Information within fifteen (15) days; and (g) Luna may publicly disclose that Customer is no longer a customer if Customer had previously agreed to public reference.

8.5 Survival of Provisions. The following provisions survive termination or expiration indefinitely unless otherwise specified: Sections 1.4 (Interpretation), 5.4 (Data Retention - 180 days), 6 (Intellectual Property), 7 (Payment - for accrued obligations), 9 (Warranties and Disclaimers), 10 (Indemnification), 11 (Limitation of Liability), 12 (Confidentiality - 5 years), 13 (General Provisions), and any other provisions that by their nature must survive to give effect to their intent.

9. REPRESENTATIONS, WARRANTIES, AND DISCLAIMERS

9.1 Mutual Representations and Warranties. Each Party represents and warrants to the other that, as of the Effective Date and continuing throughout the Term: (a) it is duly organized, validly existing, and in good standing under the laws of its jurisdiction of incorporation or organization; (b) it has full corporate or organizational power and authority to enter into this Agreement and to perform its obligations hereunder; (c) the execution, delivery, and performance of this Agreement have been duly authorized by all necessary corporate or organizational action; (d) the person executing this Agreement on its behalf has been duly authorized and empowered to do so; (e) this Agreement constitutes a legal, valid, and binding obligation enforceable against it in accordance with its terms, subject to applicable bankruptcy, insolvency, and similar laws affecting creditors' rights generally; (f) its execution and performance of this Agreement will not violate any applicable law, regulation, court order, or governmental directive; (g) its execution and performance will not breach any other agreement to which it is bound; and (h) it has not granted and will not grant any rights to third parties that would conflict with the rights granted herein.

9.2 Additional Customer Representations. Customer additionally represents and warrants that: (a) all information provided to Luna in connection with this Agreement, including corporate information, technical requirements, and use cases, is accurate and complete; (b) it has the financial capacity to fulfill its payment obligations hereunder; (c) it has obtained all necessary consents, approvals, and authorizations from its stakeholders for entering into this Agreement; (d) its use of the platforms will comply with all applicable laws and regulations in the jurisdictions where it operates; (e) it has the necessary rights to all Customer Data and that such data does not violate third-party rights; (f) it will maintain appropriate technical resources and expertise to effectively utilize the platforms; (g) it has implemented appropriate internal policies and controls to ensure authorized users comply with this Agreement; and (h) it will not use the platforms for any purpose that could damage Luna's reputation or business relationships.

9.3 Platform Performance Warranty. Luna warrants that during the Term, the platforms will perform substantially in accordance with the applicable documentation provided by Luna, as such documentation may be updated from time to time. If the platforms fail to meet this warranty, Customer's exclusive remedy is for Luna to use commercially reasonable efforts to correct the non-conformity. If Luna cannot correct the non-conformity within sixty (60) days after written notice, Customer may terminate the affected services and receive a pro-rated refund of prepaid fees for the terminated services. This warranty does not apply to: (a) platforms not used in accordance with documentation or this Agreement; (b) issues caused by Customer's systems, network, or infrastructure; (c) third-party products or services; (d) modifications or configurations made by Customer; or (e) force majeure events.

9.4 DISCLAIMER OF WARRANTIES. EXCEPT FOR THE EXPRESS WARRANTIES IN THIS SECTION 9, LUNA DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, QUIET ENJOYMENT, ACCURACY, OR WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. LUNA DOES NOT WARRANT THAT THE PLATFORMS WILL BE ERROR-FREE, UNINTERRUPTED, COMPLETELY SECURE, OR FREE FROM VIRUSES OR OTHER HARMFUL COMPONENTS. LUNA DOES NOT WARRANT THAT THE PLATFORMS WILL MEET CUSTOMER'S SPECIFIC REQUIREMENTS OR EXPECTATIONS, EVEN IF LUNA HAS BEEN INFORMED OF SUCH REQUIREMENTS.

9.5 AI-SPECIFIC DISCLAIMERS. CUSTOMER ACKNOWLEDGES THAT AI TECHNOLOGY IS EXPERIMENTAL, PROBABILISTIC, AND CONTINUOUSLY EVOLVING. LUNA SPECIFICALLY DISCLAIMS ANY WARRANTY THAT: (a) AI-GENERATED OUTPUTS WILL BE ACCURATE, COMPLETE, SUITABLE FOR ANY PARTICULAR PURPOSE, OR FREE FROM ERRORS; (b) AI MODELS WILL REMAIN AVAILABLE, UNCHANGED, OR PRODUCE CONSISTENT RESULTS; (c) AI-GENERATED CONTENT WILL NOT INFRINGE THIRD-PARTY RIGHTS OR CONTAIN BIASED, INAPPROPRIATE, OR HARMFUL CONTENT; (d) AI SYSTEMS CAN UNDERSTAND OR PROPERLY IMPLEMENT COMPLEX, NUANCED, OR AMBIGUOUS REQUIREMENTS; OR (e) OUTPUT DATA WILL BE PROTECTABLE OR ENFORCEABLE AS INTELLECTUAL PROPERTY. CUSTOMER ASSUMES ALL RISKS ASSOCIATED WITH USING AI-GENERATED CONTENT IN PRODUCTION ENVIRONMENTS OR COMMERCIAL APPLICATIONS.

9.6 Customer Acknowledgments. Customer acknowledges and agrees that: (a) it has had the opportunity to evaluate the platforms through trials or demonstrations; (b) it is not relying on any representations, promises, or statements not explicitly contained in this Agreement; (c) Luna's employees, agents, or partners are not authorized to make warranties beyond those in this Agreement; (d) the platforms are complex software systems that may contain defects despite testing; (e) Luna cannot guarantee specific outcomes or results from platform use; and (f) Customer is solely responsible for validating all outputs before production use.

10. INDEMNIFICATION

10.1 Luna's Indemnification Obligations. Luna shall defend, indemnify, and hold harmless Customer and its officers, directors, employees, and agents (collectively, "Customer Indemnitees") from and against any third-party claims, demands, suits, or proceedings ("Claims") alleging that Customer's authorized use of the Luna platforms in strict accordance with this Agreement directly infringes a valid United States patent issued as of the Effective Date, registered United States copyright, or registered United States trademark. Luna's indemnification obligations are strictly conditioned upon: (a) Customer providing prompt written notice of the Claim within ten (10) business days of becoming aware of it, including all

relevant documentation; (b) Customer granting Luna sole and exclusive control over the defense and settlement of the Claim, including selection of counsel; (c) Customer providing reasonable cooperation and information necessary for the defense at Luna's expense; (d) Customer not making any admissions, statements, or commitments regarding the Claim without Luna's prior written consent; and (e) the Claim not falling within any exclusions set forth in Section 10.3.

10.2 Customer's Indemnification Obligations. Customer shall defend, indemnify, and hold harmless Luna, its affiliates, and their respective officers, directors, employees, agents, successors, and assigns (collectively, "Luna Indemnitees") from and against any Claims arising out of or related to: (a) Customer's use of the platforms in violation of this Agreement, the Acceptable Use Policy, or applicable laws; (b) Customer Data or any content, materials, or information provided by Customer; (c) Customer's use or distribution of Output Data, including any claims that such use infringes third-party rights; (d) unauthorized access to or use of the platforms under Customer's account; (e) Customer's violation or alleged violation of any third-party rights, including intellectual property, privacy, or publicity rights; (f) Customer's modifications, combinations, or integrations involving the platforms; (g) disputes between Customer and its end users, customers, or business partners; (h) Customer's representations or warranties proving false or misleading; (i) employment-related claims by Customer's authorized users; or (j) Customer's gross negligence or willful misconduct.

10.3 Exclusions from Luna's Indemnification. Luna has no obligation to indemnify for Claims arising from or related to: (a) modifications to the platforms made by anyone other than Luna; (b) combination of the platforms with non-Luna products, services, or technologies where the Claim would not have arisen but for such combination; (c) use of the platforms in violation of this Agreement or applicable documentation; (d) use of the platforms after Luna has notified Customer to discontinue use due to an infringement claim; (e) Customer's failure to implement updates or modifications provided by Luna to avoid infringement; (f) specifications, requirements, or instructions provided by Customer; (g) open source software components or third-party services integrated with the platforms; (h) any settlement or admission made by Customer without Luna's written consent; or (i) Claims for which Customer is obligated to indemnify Luna under this Agreement.

10.4 Mitigation Options. If the platforms become, or in Luna's opinion are likely to become, subject to an infringement Claim, Luna may at its sole option and expense: (a) procure for Customer the right to continue using the affected platforms; (b) replace or modify the affected platforms to be non-infringing while maintaining substantially equivalent functionality; (c) if options (a) and (b) are not commercially reasonable, terminate the affected services and refund prepaid fees for the terminated services on a pro-rata basis. THE REMEDIES IN THIS SECTION 10 STATE THE ENTIRE LIABILITY OF EACH PARTY FOR INTELLECTUAL PROPERTY INFRINGEMENT.

10.5 Indemnification Procedures. The indemnified party shall provide the indemnifying party with prompt written notice of any Claim, provided that failure to provide prompt notice relieves the indemnifying party of its obligations only to the extent it is materially prejudiced by such failure. The indemnifying party shall have the right to assume control of the defense with counsel reasonably acceptable to the indemnified party. The indemnified party may participate in the defense with its own counsel at its own expense. The indemnifying party may not settle any Claim that imposes any obligation on the indemnified party beyond monetary payment without the indemnified party's prior written consent, which shall not be unreasonably withheld.

11. LIMITATION OF LIABILITY

11.1 Exclusion of Consequential Damages. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION: (a) LOSS OF PROFITS, REVENUE, SAVINGS, OR ANTICIPATED SAVINGS; (b) LOSS OF BUSINESS, CONTRACTS, OPPORTUNITIES, OR GOODWILL; (c) LOSS OF USE OR CORRUPTION OF DATA, SOFTWARE, OR SYSTEMS; (d) LOSS OF REPUTATION OR DAMAGE TO BRAND; (e) BUSINESS INTERRUPTION OR DOWNTIME COSTS; (f) PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; (g) FAILED INVESTMENTS OR EXPENDITURES; OR (h) ANY OTHER INDIRECT OR NON-DIRECT DAMAGES, REGARDLESS OF THE LEGAL THEORY UNDER WHICH DAMAGES ARE SOUGHT (WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE) AND EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11.2 Cap on Direct Damages. SUBJECT TO SECTION 11.3, EACH PARTY'S TOTAL CUMULATIVE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED THE TOTAL FEES ACTUALLY PAID BY CUSTOMER TO LUNA UNDER THIS AGREEMENT IN THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO THE CLAIM. THIS LIMITATION APPLIES IN AGGREGATE TO ALL CLAIMS, LIABILITIES, AND CAUSES OF ACTION OF ANY KIND AND SHALL NOT BE CUMULATIVE ACROSS MULTIPLE CLAIMS. FOR CLARITY, AMOUNTS OWED BUT NOT YET PAID SHALL NOT BE INCLUDED IN CALCULATING THE LIABILITY CAP.

11.3 Exceptions to Limitations. The limitations in Sections 11.1 and 11.2 shall not apply to: (a) either Party's breach of confidentiality obligations under Section 12, except that liability for breach of confidentiality shall be limited to the greater of the cap in Section 11.2 or \$500,000; (b) either Party's indemnification obligations under Section 10; (c) Customer's payment obligations under this Agreement; (d) either Party's gross negligence or willful misconduct; (e) bodily injury or death caused by a Party's negligence; or (f) violations of applicable law that cannot be limited by agreement.

11.4 Basis of the Bargain. The Parties acknowledge and agree that: (a) the fees and other terms reflected in this Agreement were negotiated based on the risk allocations set forth in this Section 11; (b) these limitations form an essential basis of the bargain between the Parties; (c) Luna would not enter into this Agreement without these limitations; (d) the limitations apply regardless of whether limited remedies fail of their essential purpose; and (e) each Party has had the opportunity to obtain appropriate insurance coverage for risks not covered by these limitations.

11.5 Nature of Claims. The limitations in this Section 11 apply regardless of the nature of the claim, whether based on warranty, contract, tort (including negligence), strict liability, statute, regulation, or any other legal or equitable theory. No action arising out of this Agreement may be brought by either Party more than one (1) year after the cause of action has accrued, except for actions for non-payment, breach of confidentiality, or indemnification.

12. CONFIDENTIALITY

12.1 Definition of Confidential Information. "Confidential Information" means all non-public, proprietary, or sensitive information disclosed by one Party (the "Disclosing Party") to the other Party (the "Receiving Party") in connection with this Agreement, whether disclosed orally, in writing,

electronically, visually, or by any other means, and whether or not marked as confidential. Confidential Information includes but is not limited to: (a) technical information such as source code, algorithms, system designs, APIs, and security measures; (b) business information such as financial data, business plans, customer lists, pricing, and strategic initiatives; (c) the specific terms of this Agreement, including pricing and commercial terms; (d) Output Data and Customer Data; (e) any information that would reasonably be considered confidential given its nature or the circumstances of disclosure; and (f) all copies, extracts, summaries, or derivatives of any of the foregoing.

12.2 Confidentiality Obligations. The Receiving Party shall: (a) hold all Confidential Information in strict confidence and not disclose it to any third party without the Disclosing Party's prior written consent; (b) protect Confidential Information using at least the same degree of care it uses to protect its own confidential information of similar nature, but in no event less than reasonable care; (c) limit access to Confidential Information to its employees, contractors, and advisors who have a legitimate need to know for purposes of this Agreement and who are bound by written confidentiality obligations at least as protective as those herein; (d) use Confidential Information solely for the purposes of exercising its rights and performing its obligations under this Agreement; (e) promptly notify the Disclosing Party of any unauthorized use or disclosure of Confidential Information and cooperate in remedying such breach; and (f) upon request or termination of this Agreement, promptly return or destroy all Confidential Information and certify such return or destruction in writing.

12.3 Exclusions from Confidentiality. The obligations in Section 12.2 shall not apply to information that: (a) was rightfully known to the Receiving Party without restriction before receipt from the Disclosing Party, as demonstrated by written records; (b) is or becomes publicly available through no fault or breach of the Receiving Party; (c) is rightfully received by the Receiving Party from a third party without breach of any confidentiality obligation; (d) is independently developed by the Receiving Party without use of or reference to Confidential Information, as demonstrated by written records; or (e) is approved for disclosure by written authorization of the Disclosing Party.

12.4 Compelled Disclosure. If the Receiving Party is legally required to disclose Confidential Information by law, regulation, court order, subpoena, or other legal process, it shall: (a) provide prompt written notice to the Disclosing Party before disclosure, to the extent legally permitted; (b) cooperate with the Disclosing Party's efforts to obtain a protective order or other remedy; (c) disclose only the minimum amount of Confidential Information necessary to comply with the legal requirement; and (d) use reasonable efforts to obtain confidential treatment for any Confidential Information disclosed.

12.5 Duration and Survival. The confidentiality obligations in this Section 12 shall survive termination or expiration of this Agreement for a period of five (5) years, except that obligations regarding trade secrets shall continue for as long as the information remains a trade secret under applicable law. The Parties acknowledge that disclosure of Confidential Information may cause irreparable harm for which monetary damages are inadequate, and therefore the Disclosing Party shall be entitled to seek equitable relief, including injunction, without posting bond.

13. GENERAL PROVISIONS

13.1 Governing Law and Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, United States of America, without regard to its conflict of law principles. The United Nations Convention on Contracts for the International Sale of Goods is expressly

excluded and shall not apply. Each Party irrevocably submits to the exclusive jurisdiction of the state and federal courts located in Delaware for any action arising out of or relating to this Agreement and waives any objection to venue or inconvenient forum. Service of process may be effectuated by certified mail, return receipt requested, to the addresses specified in this Agreement, or by any other method authorized by law.

13.2 Dispute Resolution. Before initiating formal legal proceedings, the Parties agree to attempt resolution of any dispute through escalating negotiations. The aggrieved Party shall provide written notice describing the dispute in reasonable detail. Within ten (10) business days, competent representatives shall meet to attempt resolution. If unresolved within twenty (20) days, the matter shall be escalated to senior executives with authority to settle. If the dispute remains unresolved forty-five (45) days after initial notice, either Party may proceed to binding arbitration. All disputes not resolved through negotiation shall be finally settled by binding arbitration administered by the American Arbitration Association ("AAA") under its Commercial Arbitration Rules. The arbitration shall be conducted before a single arbitrator with substantial experience in enterprise software licensing, shall take place in Wilmington, Delaware, and shall be conducted in English. The arbitrator's award shall be final and binding, and judgment may be entered in any court of competent jurisdiction. The arbitrator shall not have authority to award punitive damages or to modify this Agreement. Each Party shall bear its own costs and attorneys' fees unless the arbitrator determines that a Party has pursued frivolous claims or defenses, in which case the arbitrator may award reasonable fees and costs. Notwithstanding the foregoing, either Party may seek temporary restraining orders or preliminary injunctions from a court of competent jurisdiction to prevent irreparable harm pending arbitration.

13.3 Entire Agreement and Amendment. This Agreement, together with all exhibits, addenda, and the Incorporated Documents, constitutes the entire agreement between the Parties with respect to its subject matter and supersedes all prior and contemporaneous agreements, understandings, negotiations, representations, warranties, and communications, whether written or oral. No terms or conditions contained in any Customer purchase order, vendor form, or other business form shall modify or supplement this Agreement, and any such documents are hereby rejected and shall be of no force or effect. This Agreement may only be amended by a written instrument signed by authorized representatives of both Parties explicitly stating the intent to amend this Agreement.

13.4 Force Majeure. Neither Party shall be liable for any failure or delay in performance under this Agreement due to circumstances beyond its reasonable control, including but not limited to acts of God, natural disasters, pandemic, epidemic, war, terrorism, civil unrest, government actions, labor disputes, strikes, trade wars, embargoes, unexpected tariffs or trade restrictions, supply chain disruptions, internet or telecommunications failures, or power outages (each a "Force Majeure Event"), provided that: (a) the affected Party promptly notifies the other Party of the Force Majeure Event and its expected impact; (b) the affected Party uses commercially reasonable efforts to mitigate the effects and resume performance; (c) performance is resumed as soon as reasonably practicable after the Force Majeure Event ceases; and (d) Force Majeure Events do not excuse Customer's obligation to pay for services already performed. If a Force Majeure Event continues for more than sixty (60) consecutive days, either Party may terminate the affected services upon written notice, with Customer paying for services performed through the termination date.

13.5 Assignment and Change of Control. Customer may not assign this Agreement or any of its rights or obligations hereunder, whether by operation of law, merger, sale of assets, or otherwise, without Luna's prior written consent, which may be withheld in Luna's sole discretion. Any attempted assignment in violation of this provision shall be null and void. A change of control of Customer (defined as a transaction or series of transactions resulting in the acquisition of more than fifty percent (50%) of Customer's voting securities or substantially all of its assets) to an entity that Luna reasonably determines to be a competitor shall give Luna the right to terminate this Agreement upon thirty (30) days' notice. Luna may freely assign this Agreement to: (a) any affiliate or subsidiary; (b) any successor in connection with a merger, acquisition, or sale of substantially all of its assets; or (c) any entity that acquires the Luna platform business. This Agreement shall be binding upon and inure to the benefit of the Parties' permitted successors and assigns.

13.6 Independent Contractors. The Parties are independent contractors, and nothing in this Agreement creates a partnership, joint venture, franchise, agency, fiduciary, or employment relationship. Neither Party has authority to bind the other or incur obligations on the other's behalf without prior written consent. Each Party shall be solely responsible for its own employees, contractors, taxes, benefits, insurance, and compliance with employment laws. Neither Party shall make representations or warranties on behalf of the other Party.

13.7 Export Compliance. Customer represents and warrants that it: (a) is not located in, organized under the laws of, or a resident of any country subject to U.S. embargo or comprehensive sanctions; (b) is not identified on any U.S. government list of prohibited or restricted parties; (c) will not export, re-export, or transfer the platforms or any related technology in violation of applicable export control laws; and (d) will not use the platforms for any prohibited end uses, including development of nuclear, chemical, or biological weapons. Customer shall indemnify Luna for any violations of export control laws.

13.8 Publicity and Reference Rights. Luna may identify Customer as a customer and include Customer's name and logo in customer lists, marketing materials, investor presentations, and public filings. Any case studies, press releases, or detailed testimonials require mutual written approval and shall be governed by a separate agreement. Customer agrees to serve as a reference for Luna upon reasonable request, not to exceed three (3) reference calls per year.

13.9 Severability and Waiver. If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall continue in full force and effect, and the invalid provision shall be replaced with a valid provision that most closely reflects the Parties' original intent. No waiver of any breach or right under this Agreement shall be effective unless in writing and signed by the waiving Party. Waiver of any breach shall not constitute waiver of any subsequent breach or any other provision.

13.10 Notices. All notices under this Agreement shall be in writing and delivered to the addresses specified in the Commercial Terms. Notices to Luna shall be sent to legal@lunabase.ai with a copy to the Chief Financial Officer at the physical address. Notices are effective upon: (a) confirmed delivery if sent by certified mail or overnight courier; (b) confirmed receipt if sent by email with read receipt; or (c) five (5) business days after sending if no confirmation is received. Either Party may change its notice address by providing written notice to the other Party.

13.11 Language and Translation. This Agreement is drafted and executed in English. Any translation into other languages is for convenience only and shall have no legal effect. In the event of any conflict,

discrepancy, or ambiguity between the English version and any translation, the English version shall control and prevail for all purposes, including interpretation, enforcement, and dispute resolution. All notices, communications, and dispute resolution proceedings shall be conducted in English.

13.12 Electronic Signatures and Counterparts. This Agreement may be executed electronically through commercially accepted platforms including DocuSign, Adobe Sign, or similar services. Electronic signatures shall be legally binding and have the same force and effect as handwritten signatures. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one agreement. Scanned or electronically transmitted copies of signatures shall be deemed original signatures.

13.13 Professional Advice. Each Party acknowledges that it has had the opportunity to seek independent legal, financial, and tax advice regarding this Agreement and has either obtained such advice or voluntarily waived its right to do so. Neither Party has relied on any statements or representations of the other Party's personnel regarding legal, financial, or tax consequences of this Agreement.

13.14 No Third-Party Beneficiaries. This Agreement is for the sole benefit of the Parties and their permitted successors and assigns. Nothing in this Agreement creates any rights for any third party or obligates either Party to any third party, except that Luna Indemnitees and Customer Indemnitees are express third-party beneficiaries of Section 10.

ADDENDA

Addendum A - Service Level Agreement (if applicable)

Specific availability commitments, measurement methodologies, exclusions, credits, and remedies.

Addendum B - On-Premise Deployment (if applicable)

Terms for on-premise installation, maintenance, updates, security, and support requirements.

Addendum C - Professional Services (if applicable)

Terms for implementation, training, custom development, and consulting services.

Addendum D - Custom AI Model Training (if applicable)

Terms for custom model development, training data requirements, ownership, and usage rights.

Addendum E - Data Processing Agreement (if applicable)

GDPR-compliant terms for processing personal data as applicable to EU/EEA customers.