

LUNA PARTNER MARKETPLACE TERMS

Effective Date: August 1, 2025

Last Updated: August 1, 2025

1. INTRODUCTION AND ACCEPTANCE

These Partner Marketplace Terms ("Partner Terms") govern participation in the Luna Partner Marketplace program ("Partner Program"), through which approved third-party service providers ("Partners," "you," or "your") may offer services to Luna Base Inc.'s users. These Partner Terms are supplemental to and incorporate by reference the Luna Base Inc. Terms of Service. By applying to become a Partner, accessing Partner portal resources, or providing services through the Partner Marketplace, you agree to be bound by these Partner Terms.

If you have executed a separate Partnership Agreement with Luna Base Inc., the terms of such Partnership Agreement shall prevail over these Partner Terms in the event of any conflict. The executed Partnership Agreement may contain different provisions regarding revenue sharing, marketplace fees, Luna Service usage requirements, payment terms, and other material terms. These Partner Terms apply only to the extent they do not conflict with any executed Partnership Agreement.

If you have executed a separate Enterprise Agreement with Luna Base Inc. that includes partnership provisions, such Enterprise Agreement terms shall also prevail over these Partner Terms to the extent explicitly stated in the Enterprise Agreement. The order of precedence is: (1) executed Partnership Agreement, (2) executed Enterprise Agreement with partnership provisions, and (3) these Partner Terms.

The Partner Marketplace connects Luna users seeking professional services with qualified Partners offering implementation, consulting, training, and development services related to the Luna platform. Luna Base Inc. ("Luna," "we," "us," or "our") operates solely as a marketplace facilitator and is not a party to service agreements between Partners and users, except as may be modified by an executed Partnership Agreement. These Partner Terms establish the default framework for marketplace relationships while maintaining clear boundaries of responsibility and liability.

2. PARTNER ELIGIBILITY AND APPLICATION

2.1 Eligibility Requirements

To qualify for the Partner Program, you must meet the following minimum requirements unless modified by an executed Partnership Agreement: be a legally registered business entity in good standing in your jurisdiction; maintain appropriate business licenses and permits for your services; have at least one year of demonstrable experience in software development, AI implementation, or related services; maintain professional liability insurance as specified in Section 10; have no conflicts of interest with Luna or its competitors; and not be located in or operate from sanctioned countries or territories.

Individual contractors may participate if they meet all requirements and operate through a properly registered business entity. Partners with executed Partnership Agreements may have modified eligibility requirements as specified in their agreements. Luna reserves the right to verify all eligibility requirements and may request additional documentation at any time.

2.2 Application Process

The standard Partner application process consists of several stages. Initial application requires submission of business registration documents, proof of insurance, professional references, portfolio of relevant work, and acceptance of these Partner Terms. Due diligence review includes verification of business credentials, reference checks, technical capability assessment, and financial stability evaluation. Technical assessment may include demonstration of Luna platform proficiency, sample project submission, or technical interview with Luna team members.

Partners with executed Partnership Agreements may follow an expedited or modified application process as specified in their agreements. Upon successful completion of all stages, approved Partners receive access to the Partner portal, listing in the Partner Marketplace, Partner badge and marketing materials, and technical resources and documentation. The entire application process typically takes 15-30 business days, though Luna reserves the right to extend this timeline as necessary.

2.3 Ongoing Qualification Requirements

Partners must maintain eligibility throughout their participation in the Partner Program. This includes maintaining all required licenses and insurance, achieving minimum customer satisfaction ratings as measured by Luna's feedback system, completing required training and certification updates, adhering to quality standards and service level commitments, and promptly updating any changes to business information or credentials.

Partners with executed Partnership Agreements may have different ongoing requirements and performance metrics as negotiated. Failure to maintain ongoing requirements may result in suspension or termination from the Partner Program as detailed in Section 11 or as specified in an executed Partnership Agreement.

3. PARTNER MARKETPLACE OPERATIONS

3.1 Service Listings

Partners may create service listings in the Partner Marketplace describing their offerings, expertise, and pricing. Service listings must accurately describe services offered, clearly state pricing and terms, include relevant certifications and qualifications, specify service delivery timelines, and disclose any limitations or exclusions. Luna reserves the right to review, edit, or remove service listings that violate these Partner Terms or applicable policies.

Partners with executed Partnership Agreements may receive preferential marketplace placement, featured listings, or other promotional benefits as negotiated. Partners are responsible for keeping service listings current and accurate. Luna may feature certain Partners or services based on performance metrics, Partnership Agreement terms, user needs, or promotional considerations.

3.2 User Engagement Process and Platform Communication

When users express interest in Partner services through the marketplace, Luna facilitates initial connection by providing Partner contact information to interested users. When Luna platform communication features are made available, all communications between Partners and clients regarding Luna-related services must be conducted through the Luna platform unless otherwise specified in an

executed Partnership Agreement. This requirement ensures proper documentation, quality monitoring, and dispute resolution support.

Partners must respond to inquiries within 48 business hours (or as specified in their Partnership Agreement), clearly communicate service scope and pricing, provide written proposals or agreements as appropriate, and maintain professional communication standards throughout engagement. Use of external communication channels may be permitted for Partners with executed Partnership Agreements that specify alternative communication protocols.

3.3 Project Execution Standards and Luna Service Requirements

Partners must deliver services in accordance with professional standards and industry best practices. All development services provided by Partners, including but not limited to requirements analysis, system architecture design, coding, testing, and deployment, must be performed on or using the Luna Service unless otherwise specified in an executed Partnership Agreement. Partners must utilize Luna's AI agents and development tools for all client deliverables unless written exception is granted by Luna or alternative arrangements are specified in their Partnership Agreement.

Partners with executed Partnership Agreements may have negotiated flexibility regarding tool usage, including approved use of complementary tools alongside Luna Service or exceptions for specific client requirements. Such Partners must still comply with any Luna usage commitments specified in their Partnership Agreement.

3.4 Client Work Notification Requirements

Partners must notify Luna in advance of any stoppage, suspension, or termination of client work or services. Such notification must be provided at least 48 hours before planned stoppages (or as specified in an executed Partnership Agreement) or immediately upon becoming aware of unplanned disruptions. Notification should include the reason for stoppage or termination, expected duration of any suspension, impact on client deliverables, and proposed remediation or transition plan.

4. REVENUE MODEL AND FINANCIAL TERMS

4.1 Revenue Sharing Structure

The following revenue sharing structure applies unless modified by an executed Partnership Agreement: For services booked through the Partner Marketplace, Luna charges a marketplace fee of 20% of gross service revenues. This fee covers marketplace operations, payment processing, dispute resolution support, and platform maintenance. Partners retain 80% of gross service revenues after the marketplace fee.

Partners with executed Partnership Agreements may have negotiated different revenue sharing arrangements, including but not limited to reduced marketplace fees, tiered fee structures based on volume, flat fee arrangements, or revenue guarantees. The specific terms of any executed Partnership Agreement supersede the standard revenue sharing structure described herein.

4.2 Payment Processing

Luna offers optional payment processing services for Partner transactions. When using Luna payment processing, user payments are collected by Luna, marketplace fees are automatically deducted, and net

proceeds are remitted to Partners within 30 business days of payment clearance unless otherwise specified in an executed Partnership Agreement. Partners with Partnership Agreements may have negotiated accelerated payment terms, different payment methods, or alternative payment arrangements.

Partners may alternatively handle payment directly with users, in which case marketplace fees are invoiced monthly and due within 30 days (or as specified in their Partnership Agreement). All marketplace fees are exclusive of applicable taxes. Partners are responsible for their own tax obligations on service revenues.

4.3 Pricing and Promotions

Partners set their own service pricing and are responsible for honoring published rates, unless pricing structures are specified in an executed Partnership Agreement. Partners with Partnership Agreements may have committed pricing tiers, volume discounts, or other negotiated pricing arrangements that must be honored.

5. QUALITY STANDARDS AND PERFORMANCE METRICS

5.1 Service Quality Standards

Partners must maintain high service quality standards including technical proficiency in Luna platform and related technologies, professional project management and communication, timely and accurate service delivery using Luna Service tools (unless modified by Partnership Agreement), appropriate documentation and knowledge transfer, and ethical business practices.

Partners with executed Partnership Agreements may have specific performance metrics, service level agreements, or quality benchmarks that supersede or supplement these general standards. Service quality is measured through user feedback ratings, complaint resolution metrics, on-time delivery performance, technical review assessments, adherence to Luna Service usage requirements (or Partnership Agreement specifications), and compliance with applicable terms.

5.2 Customer Satisfaction Requirements

Unless otherwise specified in an executed Partnership Agreement, Partners must maintain a minimum 4.0/5.0 average customer satisfaction rating based on user feedback. Partners with Partnership Agreements may have different rating thresholds or alternative performance metrics.

Customer complaints are taken seriously and may result in immediate Partner review. Luna reserves full discretion to evaluate the seriousness of customer complaints and determine appropriate action, which may include warning, suspension, or immediate termination, subject to any procedural requirements in an executed Partnership Agreement. Partners with Partnership Agreements may have negotiated specific dispute resolution or complaint handling procedures that must be followed.

5.3 Performance Monitoring and Reporting

Luna monitors Partner performance through automated marketplace metrics, user feedback and ratings, complaint tracking, usage of Luna Service for client work (or compliance with Partnership Agreement requirements), and periodic quality audits. Partners receive monthly performance reports (or as

specified in their Partnership Agreement) showing key metrics, areas for improvement, and comparative marketplace benchmarks.

6. INTELLECTUAL PROPERTY AND CONFIDENTIALITY

6.1 Intellectual Property Rights

Partners retain ownership of their pre-existing intellectual property and methodologies unless otherwise specified in an executed Partnership Agreement. Work product created for users using the Luna Service belongs to users unless otherwise agreed in writing between Partner and user, subject to the Luna Platform License terms and any provisions in an executed Partnership Agreement.

Partners with executed Partnership Agreements may have negotiated specific intellectual property arrangements, including joint ownership provisions, licensing arrangements, or rights to derivative works. Such negotiated terms supersede the standard provisions herein.

6.2 User Project Confidentiality

Partners must maintain strict confidentiality of all user information, use information solely for service delivery purposes, implement appropriate security measures, and comply with applicable data protection laws. Partners with executed Partnership Agreements may have additional confidentiality obligations or enhanced data protection requirements.

6.3 Luna Platform Access

Partners may receive access to Luna platform features, documentation, or tools to support service delivery. Partners with executed Partnership Agreements may receive enhanced access, additional tools, or exclusive features as negotiated. Such access remains subject to licensing terms unless modified by the Partnership Agreement.

7. DISPUTE RESOLUTION PROCEDURES

7.1 User-Partner Disputes

Disputes between Partners and users should first be addressed directly between the parties through Luna platform communication channels when available (or as specified in an executed Partnership Agreement). Partners with Partnership Agreements may have access to enhanced dispute resolution support or different procedural requirements.

7.2 Partner-Luna Disputes

Disputes between Partners and Luna regarding these Partner Terms follow the dispute resolution procedures outlined in the Terms of Service, unless modified by an executed Partnership Agreement. Partnership Agreements may specify alternative dispute resolution mechanisms, including different arbitration venues, mediation requirements, or escalation procedures.

7.3 Inter-Partner Disputes

Disputes between Partners regarding marketplace competition, client relationships, or service territories must be resolved independently without Luna involvement, unless Luna has specific obligations under executed Partnership Agreements with the involved parties.

8. LIABILITY AND INDEMNIFICATION

8.1 Liability Allocation

Partners are independent contractors solely responsible for their service delivery unless modified by an executed Partnership Agreement. Partnership Agreements may include different liability allocations, shared responsibility provisions, or Luna support obligations.

8.2 Comprehensive Partner Indemnification

Unless modified by an executed Partnership Agreement, Partners agree to indemnify, defend, and hold harmless Luna, its affiliates, subsidiaries, parent companies, and their respective officers, directors, employees, agents, successors, and assigns from and against any and all claims, demands, actions, suits, proceedings, investigations, liabilities, damages, losses, costs, and expenses (including but not limited to reasonable attorneys' fees, court costs, and settlement amounts) arising from, relating to, or in connection with:

Service-Related Claims: Any claim arising from Partner's services, including but not limited to professional negligence, errors and omissions, failure to deliver promised services, breach of contract with users, missed deadlines or budget overruns, and poor quality or defective deliverables.

Platform Usage Violations: Partner's failure to use Luna Service for client work as required (unless modified by Partnership Agreement), unauthorized use of external tools without written permission, circumvention of Luna platform features or requirements, and misuse of Luna AI agents or development tools.

Legal and Regulatory Violations: Partner's violation of any applicable laws, regulations, or professional standards, including data protection and privacy laws, export control regulations, professional licensing requirements, tax obligations, and employment laws.

Intellectual Property Infringement: Any claim that Partner's services or deliverables infringe, misappropriate, or violate any third-party intellectual property rights, including copyrights, patents, trademarks, trade secrets, or moral rights.

Confidentiality and Security Breaches: Unauthorized disclosure of user confidential information, data breaches resulting from Partner's actions or negligence, failure to maintain appropriate security measures, and violation of privacy obligations.

Misrepresentation and False Claims: Any misrepresentation of Partner's relationship with Luna, false or misleading marketing claims, unauthorized warranties or guarantees made on Luna's behalf, and deceptive business practices.

Customer Complaints and Disputes: All customer complaints regarding Partner services, disputed charges or refund requests, claims of fraud or misrepresentation, and failure to properly notify Luna of work stoppages.

Partners with executed Partnership Agreements may have negotiated modifications to these indemnification provisions, including caps on liability, different allocation of responsibilities, or mutual indemnification provisions.

8.3 Limitation of Luna Liability

Unless modified by an executed Partnership Agreement, LUNA'S TOTAL LIABILITY TO PARTNERS SHALL NOT EXCEED THE MARKETPLACE FEES PAID BY PARTNER IN THE THREE MONTHS PRECEDING THE CLAIM. Partnership Agreements may specify different liability caps or exclude certain limitations.

9. AUDITING AND COMPLIANCE

9.1 Audit Rights

Luna reserves the right to audit Partner compliance with these Partner Terms or any executed Partnership Agreement. Partners with Partnership Agreements may have negotiated specific audit procedures, limitations on audit frequency, or reciprocal audit rights.

9.2 Compliance Monitoring

Partners must maintain compliance with all applicable laws and regulations, Luna Terms of Service and policies (unless modified by Partnership Agreement), professional standards and ethics, contractual obligations to users, and requirements specified in any executed Partnership Agreement.

9.3 Record Keeping Requirements

Partners must maintain accurate records for at least three years (or as specified in an executed Partnership Agreement) including service agreements, project documentation, financial records, insurance documentation, and compliance with Luna Service usage requirements or Partnership Agreement specifications.

10. INSURANCE REQUIREMENTS

10.1 Required Coverage

Unless modified by an executed Partnership Agreement, all Partners must maintain the following minimum insurance coverage:

Professional Liability (Errors & Omissions): Minimum \$1,000,000 per occurrence, \$2,000,000 aggregate.

General Liability: Minimum \$1,000,000 per occurrence, \$2,000,000 aggregate.

Workers Compensation: As required by applicable law.

Partners with executed Partnership Agreements may have negotiated different insurance requirements based on their service scope, client base, or risk profile.

11. TERMINATION PROCEDURES

11.1 Voluntary Termination

Partners may terminate participation in the Partner Program with 30 days written notice (or as specified in an executed Partnership Agreement). Partnership Agreements may include minimum term commitments, early termination penalties, or specific wind-down procedures.

11.2 Termination by Luna

Luna may terminate Partner participation for cause as specified herein or in an executed Partnership Agreement. Partnership Agreements may provide for cure periods, specific grounds for termination, or procedural requirements before termination.

11.3 Effect of Termination

Termination effects are as specified herein unless modified by an executed Partnership Agreement. Partnership Agreements may include post-termination service obligations, extended wind-down periods, or buyout provisions.

12. MARKETING AND BRANDING

Marketing and branding rights are as specified herein unless enhanced or modified by an executed Partnership Agreement. Partners with Partnership Agreements may have negotiated co-marketing obligations, exclusive territory rights, or enhanced use of Luna trademarks.

13. MODIFICATIONS AND UPDATES

Luna may modify these Partner Terms with 30 days notice. However, modifications do not affect rights and obligations under executed Partnership Agreements unless such agreements specifically incorporate future modifications. Partners with Partnership Agreements may have negotiated protection from certain modifications or requirement for mutual consent to changes.

14. MISCELLANEOUS PROVISIONS

14.1 Order of Precedence

In the event of any conflict between these documents, the following order of precedence applies:

1. Executed Partnership Agreement (if any)
2. Executed Enterprise Agreement with partnership provisions (if any)
3. These Partner Marketplace Terms
4. Luna Base Inc. Terms of Service

14.2 Entire Agreement

These Partner Terms, together with the Terms of Service and any executed Partnership Agreement, constitute the entire agreement regarding Partner Program participation. Executed Partnership Agreements may supersede prior negotiations, representations, or understandings between the parties.

15. CONTACT INFORMATION

For general Partner Program inquiries: support@lunabase.ai

For legal matters and notices: legal@lunabase.ai

Mailing Address:

Luna Base Inc.
Partner Program

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

BY APPLYING TO OR PARTICIPATING IN THE LUNA PARTNER MARKETPLACE, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THESE PARTNER MARKETPLACE TERMS AND THE LUNA BASE INC. TERMS OF SERVICE, UNLESS SUPERSEDED BY AN EXECUTED PARTNERSHIP AGREEMENT. IF YOU HAVE AN EXECUTED PARTNERSHIP AGREEMENT WITH LUNA, THAT AGREEMENT'S TERMS PREVAIL OVER THESE PARTNER MARKETPLACE TERMS IN THE EVENT OF ANY CONFLICT.