

STRATEGIC PARTNERSHIP AGREEMENT

This Strategic Partnership Agreement (the "Agreement") is entered into as of the Effective Date set forth in the Summary of Key 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 "Partner" in the Summary of Key Terms below (the "Partner"). Luna and Partner 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.

SUMMARY OF KEY TERMS

Field	Details
Partner Name	[Insert Partner Name]
Partner Address	[Insert Partner Address]
Effective Date	[Insert Date]
Total Credit Commitment	\$_____ USD
Discount Rate	20%
Purchase Period	Twelve (12) months from the Effective Date
Downpayment Requirement	\$_____ USD (10% of total commitment, due within 30 days)
Maximum Number of Agents	3
Luna Platforms Included	Luna Base, Luna Autopilot
Early Access Rights	Yes (Beta features and unreleased capabilities)
Partner Marketplace Participation	<input type="checkbox"/> Yes <input type="checkbox"/> No (Subject to separate Partner Marketplace Terms)
Professional Services Eligible	<input type="checkbox"/> Yes <input type="checkbox"/> No (Luna may offer project opportunities)
Executed Enterprise Agreement	<input type="checkbox"/> Yes (Date: _____) <input type="checkbox"/> No

The **Summary of Key Terms** set forth above is hereby incorporated into and forms an integral part of this Agreement. The fields outlined therein, including but not limited to the Partner's name, effective date, total commitment amount, downpayment requirement, discount rate, Credit entitlements, platform access rights, and purchase period, shall represent the binding commercial terms mutually agreed upon by the Parties.

In the event of any inconsistency or conflict between the Summary of Key Terms and the provisions set forth elsewhere in this Agreement, the Summary of Key Terms shall govern with respect to commercial values, pricing thresholds, and commitment structures, unless otherwise expressly stated.

EXECUTION

IN WITNESS WHEREOF, the Parties have executed this Strategic Partnership Agreement as of the Effective Date.

LUNA BASE INC.

Signature: _____

Name: _____

Title: _____

Date: _____

Address:

2501 North Harwood Street Suite 1900

Dallas, TX 75201-1664

PARTNER

Signature: _____

Name: _____

Title: _____

Date: _____

Address: As specified in Summary of Key Terms

TERMS AND CONDITIONS

1. AGREEMENT HIERARCHY AND INCORPORATION

1.1 Order of Precedence. This Strategic Partnership Agreement is subject to and incorporates by reference Luna Base Inc.'s Terms of Service ("ToS"), available at <https://lunabase.ai/terms>, and all documents incorporated therein including the Credit and Token Usage Terms, Privacy Policy, Luna Platform License, and Luna Base IDE License Agreement. In the event of any conflict between agreements, the following order of precedence shall apply: (1) Executed Enterprise Agreement between the Parties (if any); (2) This Strategic Partnership Agreement; (3) Luna Partner Marketplace Terms (if Partner participates in the marketplace); (4) Professional Services Agreement (for any specific projects); (5) Luna Base IDE License Agreement; (6) Luna Base Inc. Terms of Service and incorporated documents; and (7) Luna Platform License.

1.2 Enterprise Agreement Benefits. If Partner has executed a separate Enterprise Agreement with Luna, Partner may be entitled to additional benefits, modified terms, or enhanced Credit conversion rates as specified in such Enterprise Agreement. Any benefits or modifications in an executed Enterprise Agreement shall automatically apply to and modify this Strategic Partnership Agreement to the extent explicitly stated therein. Partner acknowledges that Enterprise Agreement benefits are contingent upon continued compliance with all applicable terms and may be revoked for material breaches.

1.3 Partner Marketplace Participation. If Partner elects to participate in the Luna Partner Marketplace as indicated in the Summary of Key Terms, Partner must separately accept and comply with the Luna Partner Marketplace Terms. Participation in the Partner Marketplace enables Partner to receive project referrals from Luna, offer services to Luna's clients, and access the marketplace infrastructure, subject to marketplace fees and requirements as specified in the Partner Marketplace Terms. Partner acknowledges that marketplace participation requires maintaining quality standards, client satisfaction metrics, and using Luna platforms for all development work unless explicitly exempted.

1.4 Compliance with Platform Terms. Partner acknowledges and agrees that all use of Luna's platforms and services is subject to the ToS, including the Acceptable Use Policy, Luna Platform License, and Credit and Token Usage Terms. Partner's ability to commercialize AI-generated outputs depends on maintaining appropriate subscription tiers as defined in the Luna Platform License. Partner further acknowledges that the Luna Base IDE requires acceptance of the Luna Base IDE License Agreement, which governs the downloadable VS Code extension and its integration with Luna's cloud services.

2. PURPOSE, STRATEGIC RELATIONSHIP, AND PLATFORM ADOPTION

2.1 Strategic Intent. The purpose of this Agreement is to establish a mutually beneficial, non-exclusive strategic commercial relationship between Luna and Partner. Through this Agreement, the Parties seek to advance shared objectives related to the modernization, acceleration, and democratization of software development through artificial intelligence (AI). Partner commits to adopting and investing in Luna's AI-powered development ecosystem through a significant financial commitment to purchase Luna Credits, while Luna provides Partner with enterprise-grade platform access, early access to innovations, and strategic collaboration opportunities.

2.2 Platform Adoption and Internal Use. Partner commits to actively adopting and integrating Luna's platforms into its internal development processes and client project delivery. This adoption commitment includes: (a) deploying Luna Base and Luna Autopilot across Partner's development teams for appropriate use cases; (b) training Partner's technical personnel on effective use of Luna's AI-powered development tools; (c) utilizing Luna platforms for a minimum of twenty-five percent (25%) of new development projects where technically feasible; (d) providing quarterly reports to Luna on platform usage, adoption metrics, and team feedback; (e) serving as a reference customer for Luna's platforms, sharing adoption success stories and metrics as appropriate; and (f) participating in Luna's partner advisory programs to provide feedback on platform improvements and feature development. Partner acknowledges that meaningful platform adoption is essential to the strategic partnership and that failure to demonstrate reasonable adoption efforts may result in modification or termination of partnership benefits.

2.3 Team Enablement and Expansion. Partner agrees to facilitate broad adoption of Luna platforms within its organization by: (a) designating at least one technical champion responsible for driving internal adoption and serving as primary liaison with Luna; (b) ensuring a minimum number of developers (as mutually agreed based on Partner's size) are actively using Luna platforms within six (6) months of the Effective Date; (c) incorporating Luna platform training into Partner's onboarding process for new technical hires; (d) establishing internal best practices and guidelines for Luna platform usage; and (e) sharing learnings and successful use cases with Luna for potential inclusion in platform documentation or case studies. Partner's commitment to team-wide adoption demonstrates the strategic nature of this partnership beyond mere financial investment.

2.4 Professional Services Opportunities. Luna may, at its sole discretion, engage Partner for professional services opportunities, including but not limited to: (a) development projects for Luna's clients where Partner's expertise aligns with project requirements; (b) implementation and consulting services for Luna platform deployments; (c) specialized technical services requiring Partner's domain knowledge; (d) collaborative delivery of enterprise solutions; and (e) creation of industry-specific templates, accelerators, or solutions using Luna platforms. Any such engagements shall be governed by separate Professional Services Agreements or project-specific statements of work, with Partner receiving preferential consideration for opportunities matching their capabilities. Partner acknowledges that professional services opportunities are not guaranteed and depend on client needs, Partner's demonstrated platform expertise, and maintenance of quality standards.

2.5 Marketplace Project Referrals. If Partner participates in the Luna Partner Marketplace, Luna may refer client projects to Partner through the marketplace infrastructure. Partner acknowledges that: (a) acceptance of referred projects is at Partner's discretion; (b) Partner must use Luna's platforms for all development work on referred projects unless explicitly exempted in writing; (c) marketplace fees apply as specified in the Partner Marketplace Terms; (d) Partner must maintain minimum quality standards and client satisfaction metrics as defined by Luna; (e) Luna retains the right to reassign projects if Partner cannot fulfill requirements; and (f) Partner must provide regular project status updates through Luna's designated systems. Partner's success in marketplace projects may influence future referral opportunities and partnership benefits.

3. SCOPE OF ACCESS AND STRATEGIC BENEFITS

3.1 Platform Access. Subject to the terms of this Agreement and the ToS, Luna shall provide Partner with comprehensive access to its suite of AI-powered development platforms as specified in the Summary of Key Terms. The platforms provided include:

Luna Base represents Luna's professional development environment, available both as a cloud-based platform and as a downloadable IDE through a VS Code extension governed by the Luna Base IDE License Agreement. Luna Base provides professional developers and technical teams with advanced AI agents that collaborate to generate production-ready code across multiple languages and frameworks. The platform includes intelligent code completion, automated debugging, architectural design assistance, comprehensive testing capabilities, and seamless integration with existing development workflows. Luna Base is designed for complex enterprise applications, enabling developers to dramatically accelerate development cycles while maintaining code quality and architectural consistency. The downloadable IDE requires continuous internet connectivity for AI features and synchronizes with Luna's cloud infrastructure for Credit consumption and project management.

Luna Autopilot serves as Luna's revolutionary no-code platform that democratizes software development for non-technical users, business analysts, product managers, and entrepreneurs. Through natural language conversation, users can describe their requirements and watch as Luna Autopilot generates complete, functional applications including user interfaces, business logic, database schemas, and deployment configurations. The platform excels at rapid prototyping, MVP development, internal business tools, workflow automation, and proof-of-concept applications. Luna Autopilot bridges the gap between business requirements and technical implementation, enabling domain experts to directly create software solutions without traditional coding expertise.

Each platform will be made available to Partner with all relevant features, updates, and enhancements released during the Term of this Agreement, pursuant to Luna's standard deployment policies and availability schedules. Partner acknowledges that platform features may change and that Luna retains discretion over feature availability and platform evolution.

3.2 Early Access Program. Luna shall enroll Partner in its Strategic Partner Early Access Program, providing Partner with competitive advantages through early visibility and access to platform innovations. This program includes but is not limited to: (a) priority access to closed beta programs and experimental features at least thirty (30) days prior to public release; (b) quarterly executive briefings on Luna's product roadmap, strategic direction, and technology investments; (c) opportunity to influence feature development through structured feedback channels and advisory sessions; (d) pilot implementation support for advanced features with dedicated technical resources; (e) early access to new AI models and capabilities as they become available; and (f) invitation to exclusive partner events, technical workshops, and innovation sessions. Partner's participation in early access programs may require execution of additional confidentiality agreements and acceptance of beta terms.

3.3 Strategic Enablement and Support. To maximize Partner's success and ensure effective platform utilization, Luna shall provide comprehensive enablement and support services including: (a) dedicated technical onboarding program spanning the first ninety (90) days, including architectural reviews, Credit utilization planning, and platform optimization; (b) priority technical support with guaranteed response times of four (4) business hours for critical issues and dedicated escalation paths; (c) quarterly business reviews analyzing platform usage, Credit consumption patterns, and identification of optimization opportunities; (d) access to Luna's partner portal with exclusive technical resources, documentation, and

training materials; (e) certification programs for Partner's technical personnel to demonstrate Luna platform expertise; and (f) co-innovation opportunities for developing industry-specific solutions or platform extensions. The level of support provided may be enhanced based on Partner's Credit consumption levels and demonstrated platform adoption.

4. CREDIT PURCHASE COMMITMENT AND COMMERCIAL TERMS

4.1 Financial Commitment. As a fundamental condition of receiving the rights, benefits, and strategic advantages described in this Agreement, Partner agrees to purchase Luna Credits ("Credits") from Luna in the amount and within the time period specified in the Summary of Key Terms (the "Credit Commitment"). This Credit Commitment reflects Partner's strategic intent to utilize Luna's AI-powered development platforms at scale and entitles Partner to the preferential treatment, discounts, and benefits outlined herein. Partner acknowledges that the Credit Commitment is a firm obligation and that failure to fulfill this commitment constitutes a material breach of this Agreement.

4.2 Credit Discount and Conversion Mechanics. Luna shall provide Partner with the discount rate specified in the Summary of Key Terms on all Credit purchases during the Purchase Period. This preferential pricing reflects the strategic nature of the partnership and Partner's commitment to platform adoption. Credits automatically convert to Tokens (Luna's internal computational units) when AI services are utilized, with conversion rates determined by Luna as specified in the Credit and Token Usage Terms. The discount rate specified in this Agreement provides Partner with enhanced purchasing power, effectively increasing the amount of AI processing available per dollar invested. Luna shall issue Credits to Partner's enterprise account immediately upon payment confirmation. All Credits are non-refundable, non-transferable (except to authorized Agents), and subject to Luna's Credit and Token Usage Terms, including expiration provisions.

4.3 Purchase Mechanics and Commitment Fulfillment. Partner may fulfill its Credit Commitment through one or more purchases during the Purchase Period specified in the Summary of Key Terms. Each purchase must be a minimum of ten percent (10%) of the total Credit Commitment unless otherwise agreed in writing. Luna shall invoice Partner for Credit purchases upon request, with payment due within thirty (30) days of invoice date. The applicable discount shall be applied at the time of invoicing. Luna will provide monthly reports tracking cumulative purchases against the Credit Commitment, remaining commitment balance, and projected fulfillment timeline. If Partner fails to complete the full Credit Commitment within the Purchase Period, Luna reserves the right to: (a) immediately revoke all partnership benefits including discounts and early access rights; (b) convert Partner to standard commercial terms; (c) pursue collection of the remaining commitment as liquidated damages; and (d) terminate this Agreement for material breach.

4.4 Credit Usage Rights and Restrictions. Credits issued to Partner under this Agreement may be redeemed for any eligible services across the Luna platform suite, including but not limited to AI-powered code generation, automated testing and debugging, documentation generation, architectural design assistance, deployment automation, and any additional metered functionality introduced during the Term. Credit consumption rates vary based on the complexity of operations, selected AI models, and processing requirements as detailed in Luna's published rate schedules. Partner acknowledges that: (a) commercial usage rights for AI-generated outputs are determined solely by Partner's subscription tier under the Luna Platform License, not by Credit purchases; (b) Credits do not grant any ownership rights to Luna's technology or platforms; (c) Credit consumption rates may be adjusted by Luna with thirty (30)

days notice; and (d) certain premium features or AI models may require additional fees beyond Credit consumption.

4.5 Downpayment and Payment Security. Partner agrees to remit a non-refundable downpayment in the amount specified in the Summary of Key Terms within thirty (30) calendar days from the Effective Date. This downpayment serves multiple purposes: (a) demonstrating Partner's serious commitment to the strategic partnership; (b) providing Luna with working capital to allocate resources for Partner's onboarding and support; (c) securing Partner's access to early access programs and partnership benefits; and (d) establishing a Credit balance for immediate platform utilization. The downpayment shall be credited toward Partner's overall Credit Commitment but is non-refundable under any circumstances, including early termination. Failure to timely remit the downpayment constitutes a material breach entitling Luna to immediately terminate this Agreement, pursue collection of the downpayment as liquidated damages, and permanently bar Partner from future partnership opportunities.

5. CREDIT DELEGATION TO AGENTS

5.1 Authorization to Delegate. Partner may allocate portions of its purchased Credits to a limited number of third-party entities ("Agents") as specified in the Summary of Key Terms, enabling Partner to extend platform benefits to affiliates, subsidiaries, portfolio companies, or strategic partners. This delegation right reflects the strategic nature of the partnership and Partner's role in expanding Luna's ecosystem. Each Agent must be approved by Luna in writing prior to receiving any Credit allocation or platform access, with Luna retaining sole discretion over approval based on technical capability, financial stability, compliance history, and reputational considerations. Partner shall provide Luna with detailed information about each proposed Agent including corporate structure, intended use cases, technical capabilities, and relationship to Partner.

5.2 Agent Agreements and Compliance. Each approved Agent must execute a separate Agent Agreement with Luna incorporating Luna's Terms of Service, Acceptable Use Policy, Credit and Token Usage Terms, and any additional provisions Luna deems necessary. Partner acknowledges and agrees that: (a) Luna shall treat each Agent as a distinct user entity with separate account credentials and usage tracking; (b) Agents shall not have access to Partner's Credit balance beyond specific allocations authorized by Partner; (c) Partner remains fully responsible for ensuring Agent compliance with all applicable terms and policies; (d) Partner must monitor Agent usage and report any violations to Luna immediately; and (e) misconduct by Agents may result in termination of both Agent access and Partner's delegation privileges. Partner shall maintain detailed records of Credit allocations to Agents and provide reports to Luna upon request.

5.3 Partner Liability for Agent Actions. Partner assumes full liability for all actions and omissions of its Agents and agrees to indemnify, defend, and hold harmless Luna, its affiliates, officers, directors, employees, and partners from any and all claims, liabilities, losses, damages, costs, or expenses (including reasonable attorneys' fees) arising from or related to: (a) any Agent's use or misuse of Luna platforms; (b) Agent violations of applicable laws, regulations, or third-party rights; (c) Agent breaches of their Agent Agreements or Luna's Terms of Service; (d) disputes between Partner and Agents regarding Credit allocations or platform access; and (e) any harm to Luna's reputation or business relationships resulting from Agent conduct. Luna retains the right to suspend or permanently revoke Agent access for any violation, with such actions not constituting a breach of this Agreement or entitling Partner to any refund or compensation.

6. TERM AND TERMINATION

6.1 Initial Term and Renewal. This Agreement shall commence on the Effective Date specified in the Summary of Key Terms and continue for a period of twenty-four (24) months (the "Initial Term"), unless terminated earlier in accordance with this Section. The strategic nature of this partnership contemplates a long-term relationship, and the Initial Term provides sufficient time for meaningful platform adoption and value realization. At least ninety (90) days prior to expiration of the Initial Term, the Parties shall commence good faith negotiations regarding renewal terms, which may include updated Credit Commitments, revised discount structures, and modified benefits based on Partner's platform utilization and strategic value. Renewal terms shall be documented in a written amendment signed by both Parties. If renewal negotiations are ongoing at the end of the Initial Term, the Agreement shall automatically extend on a month-to-month basis under the same terms until either renewal is executed or either Party provides thirty (30) days written notice of non-renewal.

6.2 Termination for Convenience. Either Party may terminate this Agreement for convenience by providing at least sixty (60) days prior written notice to the other Party. Such termination right reflects the non-exclusive nature of the strategic partnership while providing adequate time for transition planning. Upon termination for convenience: (a) Partner remains obligated to fulfill any outstanding Credit Commitment on an accelerated basis, with the entire remaining balance becoming due within thirty (30) days; (b) previously purchased unused Credits remain valid until their expiration dates per the Credit and Token Usage Terms; (c) Luna may immediately revoke all non-monetary partnership benefits including early access rights, priority support, and co-marketing opportunities; (d) Partner must cease representing itself as a Luna strategic partner; and (e) any ongoing professional services engagements continue under their separate agreements.

6.3 Termination for Cause. Either Party may terminate this Agreement immediately upon written notice if the other Party materially breaches any provision and fails to cure such breach within thirty (30) days of receiving detailed written notice specifying the breach. Material breaches include but are not limited to: failure to pay amounts when due, violation of confidentiality obligations, infringement of intellectual property rights, failure to meet Credit Commitments, or violation of applicable laws. Additionally, Luna may terminate this Agreement immediately without cure opportunity if: (a) Partner or any of its Agents violates Luna's Acceptable Use Policy or engages in activities that could harm Luna's reputation; (b) Partner fails to demonstrate reasonable platform adoption as described in Section 2; (c) Partner becomes insolvent, files for bankruptcy, makes an assignment for the benefit of creditors, or has a receiver appointed; (d) Partner undergoes a change of control to a competitor of Luna; or (e) Partner engages in any fraudulent or deceptive practices.

6.4 Effects of Termination. Upon termination or expiration of this Agreement for any reason: (a) all licenses and access rights granted to Partner terminate immediately, except Partner may continue using any downloadable IDE components subject to the Luna Base IDE License Agreement; (b) Partner shall immediately cease all use of Luna's trademarks, logos, and marketing materials; (c) each Party shall promptly return or destroy all Confidential Information of the other Party, except as required for legal compliance or legitimate business records; (d) Partner's participation in the Partner Marketplace (if applicable) terminates immediately; (e) all payment obligations accrued prior to termination become immediately due and payable; and (f) Luna may publicly disclose that Partner is no longer a strategic partner. Termination does not relieve either Party from obligations incurred prior to termination.

7. CONFIDENTIALITY AND DATA PROTECTION

7.1 Definition and Scope of Confidential Information. For purposes of this Agreement, "Confidential Information" means all non-public, proprietary, or sensitive information disclosed by one Party ("Disclosing Party") to the other Party ("Receiving Party"), whether orally, visually, in writing, or in any other form, that is identified as confidential at the time of disclosure or that a reasonable person would understand to be confidential given the nature of the information and circumstances of disclosure. Confidential Information includes without limitation: (a) product plans, roadmaps, and unreleased features; (b) pricing, financial information, and business strategies; (c) technical documentation, source code, algorithms, and system architectures; (d) customer lists, sales data, and marketing strategies; (e) the specific terms and conditions of this Agreement; (f) feedback and suggestions regarding platform improvements; and (g) any information derived from any of the foregoing. The Parties acknowledge that they may exchange highly sensitive competitive information in the course of this strategic partnership, making strict confidentiality essential.

7.2 Confidentiality Obligations. Each Receiving Party shall maintain the Disclosing Party's Confidential Information in strict confidence and shall not disclose it to any third party without the Disclosing Party's prior written consent. The Receiving Party shall: (a) use the same degree of care to protect Confidential Information as it uses for its own confidential information of similar nature, but in no event less than reasonable care; (b) limit access to Confidential Information to 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 restrictive as those herein; (c) use Confidential Information solely for the purposes of performing under this Agreement and not for any competitive or other purpose; (d) promptly notify the Disclosing Party of any unauthorized disclosure or use of Confidential Information; and (e) cooperate with the Disclosing Party in remedying any unauthorized disclosure. The Receiving Party acknowledges that breach of confidentiality may cause irreparable harm for which monetary damages are inadequate, entitling the Disclosing Party to seek injunctive relief.

7.3 Exclusions from Confidentiality. The obligations set forth in Section 7.2 shall not apply to information that the Receiving Party can demonstrate through competent written evidence: (a) was rightfully known to the Receiving Party prior to disclosure by the Disclosing Party without any obligation of confidentiality; (b) is or becomes generally available to the public through no fault or breach of the Receiving Party; (c) is independently developed by the Receiving Party without use of or reference to Confidential Information, as demonstrated by contemporaneous written records; (d) is rightfully received by the Receiving Party from a third party without breach of any confidentiality obligation; or (e) is required to be disclosed by law, regulation, or court order, provided that the Receiving Party provides prompt written notice to the Disclosing Party (to the extent legally permitted) and cooperates in any effort by the Disclosing Party to seek a protective order or other appropriate remedy.

7.4 Return of Confidential Information. Upon termination of this Agreement or upon written request by the Disclosing Party, the Receiving Party shall promptly (and in no event later than fifteen (15) days): (a) return all tangible Confidential Information and all copies thereof; (b) permanently delete all electronic copies of Confidential Information from all systems and devices; and (c) provide written certification signed by an authorized officer confirming compliance with this Section. Notwithstanding the foregoing, the Receiving Party may retain copies of Confidential Information to the extent required by applicable

law or legitimate document retention policies, provided that such retained copies remain subject to the confidentiality obligations herein.

7.5 Duration of Confidentiality Obligations. The confidentiality obligations set forth in this Section 7 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 such information remains a trade secret under applicable law. The Parties acknowledge that some Confidential Information, particularly regarding AI algorithms and platform architecture, may constitute trade secrets deserving perpetual protection.

8. INTELLECTUAL PROPERTY RIGHTS

8.1 Luna Technology Ownership. Luna retains exclusive and complete ownership of all right, title, and interest in and to the Luna platforms, software, tools, algorithms, AI models, training data, system architectures, documentation, and all other technology and intellectual property provided or made available under this Agreement (collectively, "Luna Technology"), including all improvements, enhancements, modifications, and derivatives thereof. Nothing in this Agreement shall be construed as granting Partner any ownership interest in Luna Technology. Partner acknowledges that Luna Technology represents valuable trade secrets and proprietary information developed through substantial investment, and Partner shall not challenge Luna's ownership or the validity of any intellectual property rights in Luna Technology.

8.2 Limited License Grant. Subject to Partner's compliance with this Agreement and payment of all fees, Luna grants Partner a limited, non-exclusive, non-transferable, non-sublicensable, revocable license during the Term to access and use Luna Technology solely for Partner's internal business purposes and for delivering services to Partner's clients in accordance with this Agreement. This license specifically excludes any right to: (a) reverse engineer, decompile, or disassemble Luna Technology; (b) create derivative works based on Luna Technology; (c) use Luna Technology to develop competing products or services; (d) extract or isolate components of Luna Technology for independent use; (e) exceed the scope of use permitted by Partner's subscription tier; or (f) sublicense or transfer rights to any third party except authorized Agents. Partner's license rights terminate immediately upon expiration or termination of this Agreement.

8.3 Feedback and Improvements. Partner may provide Luna with suggestions, feedback, ideas, or recommendations regarding Luna's platforms, features, or services ("Feedback"). Partner acknowledges and agrees that: (a) all Feedback shall become Luna's exclusive property immediately upon conception or disclosure; (b) Luna may use, implement, and commercialize Feedback without any obligation or compensation to Partner; (c) Partner hereby assigns and agrees to assign all right, title, and interest in Feedback to Luna; (d) Partner waives any moral rights or attribution rights in Feedback; and (e) Partner will execute any documents necessary to perfect Luna's ownership of Feedback. This assignment includes any inventions, improvements, or innovations conceived during Partner's use of Luna platforms, whether or not incorporated into Luna Technology.

8.4 AI-Generated Content and Uncertain Rights. Partner acknowledges that the legal status of AI-generated content remains unsettled and varies significantly across jurisdictions. Luna makes no representations, warranties, or guarantees regarding copyright ownership, patentability, or any other intellectual property rights in content generated by AI systems. Partner acknowledges that: (a) some

jurisdictions may not recognize copyright in AI-generated works; (b) ownership of AI-generated content may be attributed differently across legal systems; (c) AI outputs may inadvertently resemble existing copyrighted works; (d) the use of AI-generated content in commercial contexts carries inherent legal risks; and (e) legal frameworks governing AI-generated content are rapidly evolving. Partner is strongly advised to consult with qualified intellectual property counsel in relevant jurisdictions before using AI-generated content in commercial products or services. Partner assumes all risks associated with the use, commercialization, and protection of AI-generated content.

8.5 Partner Content and Data. Partner retains ownership of its pre-existing intellectual property and any content or data provided to Luna platforms ("Partner Content"), excluding any Feedback. Partner grants Luna a worldwide, non-exclusive, royalty-free license during the Term to use Partner Content solely as necessary to provide services under this Agreement. Luna may also use aggregated, anonymized data derived from Partner's platform usage for improving services, developing new features, and creating industry benchmarks, provided that such use does not identify Partner or disclose Partner's Confidential Information.

9. REPRESENTATIONS, WARRANTIES, AND DISCLAIMERS

9.1 Mutual Representations and Warranties. Each Party represents and warrants to the other that: (a) it has full corporate right, power, and authority to enter into this Agreement and perform its obligations hereunder; (b) the execution of this Agreement has been duly authorized by all necessary corporate action; (c) the person executing this Agreement on its behalf has been duly authorized to do so; (d) this Agreement constitutes a legal, valid, and binding obligation enforceable against it in accordance with its terms; (e) its execution and performance of this Agreement will not violate any other agreement to which it is bound; and (f) it will comply with all applicable laws, regulations, and industry standards in performing under this Agreement.

9.2 Partner Additional Warranties. Partner additionally represents and warrants that: (a) all information provided to Luna in connection with this Agreement is true, accurate, and complete; (b) it has the financial capacity to fulfill the Credit Commitment; (c) it will maintain appropriate technical resources to effectively utilize Luna platforms; (d) it will not use Luna platforms for any unlawful, harmful, or unethical purposes; (e) it has obtained all necessary consents and approvals for its employees and contractors to use Luna platforms; and (f) it will maintain appropriate insurance coverage for its business operations and professional services.

9.3 DISCLAIMER OF WARRANTIES. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN SECTION 9.1 AND 9.2, 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, OR QUIET ENJOYMENT. LUNA SPECIFICALLY DISCLAIMS ANY WARRANTY THAT: (a) THE PLATFORMS WILL MEET PARTNER'S REQUIREMENTS OR EXPECTATIONS; (b) THE PLATFORMS WILL BE UNINTERRUPTED, ERROR-FREE, SECURE, OR FREE FROM VIRUSES; (c) AI-GENERATED OUTPUTS WILL BE ACCURATE, COMPLETE, OR SUITABLE FOR ANY PARTICULAR PURPOSE; (d) AI MODELS WILL REMAIN AVAILABLE OR UNCHANGED; OR (e) ANY DEFECTS OR ERRORS WILL BE CORRECTED. PARTNER ACKNOWLEDGES THAT AI TECHNOLOGY IS EXPERIMENTAL AND SUBJECT TO INHERENT LIMITATIONS, BIASES, AND UNPREDICTABILITY.

9.4 Assumption of Risk. Partner acknowledges and accepts the risks inherent in using AI technology for software development, including but not limited to: (a) potential generation of insecure, inefficient, or non-functional code; (b) inconsistencies between different AI-generated components; (c) potential infringement of third-party intellectual property rights; (d) changes in AI model behavior or availability; (e) inaccuracies, biases, or inappropriate outputs; and (f) the need for extensive human review and modification. Partner agrees to implement appropriate review, testing, and validation processes before using any AI-generated content in production environments.

10. LIMITATION OF LIABILITY

10.1 Exclusion of Consequential Damages. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL LUNA BE LIABLE TO PARTNER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, REVENUE, SAVINGS, BUSINESS OPPORTUNITIES, DATA, USE, GOODWILL, REPUTATION, OR BUSINESS INTERRUPTION, ARISING OUT OF OR RELATED TO THIS AGREEMENT, REGARDLESS OF THE LEGAL THEORY UNDER WHICH SUCH DAMAGES ARE SOUGHT AND EVEN IF LUNA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE EXCLUSIONS APPLY EVEN IF ANY LIMITED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

10.2 Cap on Direct Damages. LUNA'S TOTAL CUMULATIVE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER LEGAL THEORY, SHALL NOT EXCEED THE TOTAL AMOUNTS ACTUALLY PAID BY PARTNER TO LUNA UNDER THIS AGREEMENT IN THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO LIABILITY. THIS LIMITATION APPLIES ON AN AGGREGATE BASIS TO ALL CLAIMS, NOT ON A PER-INCIDENT BASIS.

10.3 Exceptions to Limitations. The limitations set forth in Sections 10.1 and 10.2 shall not apply to: (a) either Party's breach of confidentiality obligations under Section 7; (b) either Party's infringement or misappropriation of the other Party's intellectual property rights; (c) Partner's indemnification obligations under Section 11; (d) either Party's gross negligence or willful misconduct; or (e) Partner's payment obligations under this Agreement. These exceptions reflect obligations that are fundamental to the strategic partnership relationship.

10.4 Basis of the Bargain. Partner acknowledges and agrees that Luna has set its prices and entered into this Agreement in reliance upon the disclaimers of warranties and limitations of liability set forth herein, and that these disclaimers and limitations form an essential basis of the bargain between the Parties. Partner acknowledges that without these limitations, the pricing and terms offered under this Agreement would be substantially different. Partner further acknowledges that it has had the opportunity to obtain appropriate insurance coverage for risks not covered by these limitations.

11. INDEMNIFICATION

11.1 Partner Indemnification Obligations. Partner shall defend, indemnify, and hold harmless Luna, its parent company, subsidiaries, affiliates, officers, directors, employees, agents, partners, licensors, successors, and assigns (collectively, "Luna Indemnitees") from and against any and all third-party claims, demands, suits, proceedings, investigations, settlements, judgments, losses, liabilities, damages, costs, and expenses (including reasonable attorneys' fees, expert witness fees, court costs, and settlement

amounts) arising out of or related to: (a) Partner's use or misuse of Luna platforms or services; (b) Partner's violation of any applicable laws, regulations, or industry standards; (c) Partner's infringement or misappropriation of any third-party intellectual property rights; (d) Partner's breach of this Agreement or the ToS; (e) disputes between Partner and its clients, customers, or end users; (f) the acts or omissions of Partner's Agents; (g) Partner's professional services or deliverables to clients; (h) any claim that Partner's use of AI-generated content violates third-party rights; (i) Partner's failure to obtain necessary consents, licenses, or approvals; and (j) any harm to Luna's reputation arising from Partner's association with Luna or use of Luna platforms.

11.2 Indemnification Procedures. With respect to any claim for which indemnification is sought: (a) the indemnified party shall provide prompt written notice of the claim to the indemnifying party, provided that failure to provide prompt notice shall not relieve the indemnifying party of its obligations except to the extent materially prejudiced; (b) the indemnifying party shall have the right to assume control of the defense with counsel reasonably acceptable to the indemnified party; (c) the indemnified party shall provide reasonable cooperation in the defense at the indemnifying party's expense; (d) the indemnifying party shall not settle any claim in a manner that admits fault or imposes obligations on the indemnified party without prior written consent; and (e) the indemnified party may participate in the defense with its own counsel at its own expense.

11.3 Luna's Limited Indemnification. Subject to the limitations set forth in Section 10, Luna will defend Partner against third-party claims alleging that Luna's platforms, when used in accordance with this Agreement and not modified or combined with other software, directly infringe a valid patent, copyright, or trademark. Luna's indemnification obligations are conditioned upon: (a) Partner providing prompt written notice; (b) Partner allowing Luna sole control of defense and settlement; (c) Partner providing reasonable cooperation; and (d) the infringement not resulting from Partner's specifications, modifications, or unauthorized use. Luna's maximum indemnification liability shall not exceed the amounts paid by Partner in the six (6) months preceding the claim.

11.4 Exclusive Remedies. THE INDEMNIFICATION PROVISIONS IN THIS SECTION 11 STATE THE ENTIRE LIABILITY OF EACH PARTY AND THE EXCLUSIVE REMEDY OF THE OTHER PARTY WITH RESPECT TO THIRD-PARTY CLAIMS. If Luna's platforms become subject to an infringement claim, Luna may, at its option: (a) procure the right for Partner to continue using the platforms; (b) modify the platforms to be non-infringing; (c) replace the platforms with non-infringing alternatives; or (d) terminate Partner's access and refund a pro-rated portion of prepaid fees.

12. GENERAL PROVISIONS

12.1 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 or the United Nations Convention on Contracts for the International Sale of Goods, which is expressly excluded. Each Party irrevocably consents to the exclusive jurisdiction and venue of the state and federal courts located in Delaware for any action arising out of or relating to this Agreement, waives any objection to such jurisdiction or venue including claims of inconvenient forum, and agrees that service of process may be effectuated by certified mail to the addresses specified in this Agreement or by any other method authorized by law.

12.2 Dispute Resolution. Before initiating any formal legal proceedings, the Parties agree to attempt good faith resolution of any dispute, controversy, or claim arising out of or relating to this Agreement. The aggrieved Party shall provide written notice describing the dispute in detail, and senior executives from each Party shall meet (in person or virtually) within fifteen (15) business days to attempt resolution. If the dispute cannot be resolved within thirty (30) days of initial notice, either Party may proceed with 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 technology and software licensing agreements, shall take place in Wilmington, Delaware, and shall be conducted in the English language. The arbitrator's award shall be final and binding, and judgment may be entered in any court of competent jurisdiction. Each Party shall bear its own attorneys' fees unless the arbitrator determines that a Party has pursued frivolous claims or defenses. Notwithstanding the foregoing, either Party may seek immediate injunctive relief from a court of competent jurisdiction to prevent irreparable harm pending arbitration, particularly for breaches of confidentiality or intellectual property violations.

12.3 Entire Agreement and Order of Precedence. This Agreement, including the Summary of Key Terms and all documents incorporated by reference (including the ToS, Credit and Token Usage Terms, Luna Platform License, Luna Base IDE License Agreement, and any applicable Enterprise Agreement or Partner Marketplace Terms), constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations, representations, and warranties, whether written or oral. Partner acknowledges that it has not relied upon any representations or statements outside of this Agreement in deciding to enter into this strategic partnership. No terms or conditions contained in any Partner purchase order, invoice, or other business form shall modify or supplement this Agreement.

12.4 Amendment and Waiver. No amendment, modification, or supplement to this Agreement shall be effective unless in writing and signed by authorized representatives of both Parties. Email exchanges, even if they discuss modifications, do not constitute valid amendments unless they explicitly state the intent to amend and are executed by authorized signatories. No waiver of any provision of this Agreement shall be effective unless in writing and signed by the Party against whom such waiver is sought to be enforced. No waiver of any breach or default shall constitute a waiver of any subsequent breach or default. The failure of either Party to enforce any provision of this Agreement shall not be construed as a waiver of such provision or the right to enforce it at a later time.

12.5 Assignment and Change of Control. Partner may not assign this Agreement or any of its rights or obligations hereunder, whether by operation of law, change of control, 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 and constitute a material breach. A change of control of Partner, including any transaction resulting in a change of fifty percent (50%) or more of Partner's ownership or voting control, shall be deemed an assignment requiring Luna's consent. Luna may freely assign this Agreement without Partner's consent to: (a) any affiliate or subsidiary; (b) any successor in connection with a merger, acquisition, or sale of substantially all 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.

12.6 Independent Contractors. The Parties are independent contractors, and nothing in this Agreement shall be construed to create a partnership, joint venture, franchise, agency, or employment relationship between them. 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, and business expenses. Neither Party shall make any representations or warranties on behalf of the other Party.

12.7 Force Majeure. Neither Party shall be liable for any delay or failure in performance under this Agreement due to causes 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, internet or telecommunications failures, power outages, or disruptions to AI service providers, provided that the affected Party: (a) promptly notifies the other Party of the force majeure event; (b) uses commercially reasonable efforts to mitigate the impact and resume performance; and (c) resumes full performance as soon as reasonably practicable. If a force majeure event continues for more than sixty (60) days, either Party may terminate this Agreement upon written notice. Force majeure events shall not excuse Partner's obligation to pay for Credits already purchased or services already performed.

12.8 Notices. All notices, requests, demands, and other communications required or permitted under this Agreement shall be in writing and delivered to the addresses specified in the Summary of Key Terms. Notices to Luna shall be sent to legal@lunabase.ai with a copy to support@lunabase.ai, or to the physical address listed in this Agreement. Notices shall be deemed given: (a) upon receipt if delivered personally or by confirmed email; (b) three (3) business days after deposit with a nationally recognized overnight courier; or (c) five (5) business days after deposit in certified mail, return receipt requested. Either Party may change its notice address by providing written notice to the other Party.

12.9 Severability and Reformation. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, illegal, or unenforceable, the remaining provisions shall continue in full force and effect, and the invalid provision shall be reformed to the minimum extent necessary to make it valid and enforceable while preserving the Parties' original intent. If reformation is not possible, the Parties agree to negotiate in good faith to replace the invalid provision with a valid provision that most closely approximates the intent and economic effect of the invalid provision. The invalidity or unenforceability of any provision in one jurisdiction shall not affect its validity or enforceability in any other jurisdiction.

12.10 Survival of Provisions. The following provisions shall survive termination or expiration of this Agreement for the periods specified or indefinitely if no period is specified: Sections 4.5 (Downpayment - indefinitely), 5.3 (Partner Liability for Agents - indefinitely), 6.4 (Effects of Termination - indefinitely), 7 (Confidentiality - five years or as specified), 8 (Intellectual Property - indefinitely), 9.3-9.4 (Disclaimers - indefinitely), 10 (Limitation of Liability - indefinitely), 11 (Indemnification - indefinitely), and 12 (General Provisions - indefinitely). Additionally, any payment obligations accrued prior to termination and any provisions necessary to give effect to surviving provisions shall survive.

12.11 Export Compliance. Partner shall comply with all applicable export and import control laws and regulations, including but not limited to the U.S. Export Administration Regulations and sanctions programs administered by the Office of Foreign Assets Control. Partner represents that it is not located in, organized under the laws of, or a resident of any country subject to U.S. embargo, and that it is not on any U.S. government list of prohibited or restricted parties. Partner shall not use, export, re-export, or

transfer Luna platforms or technology in violation of applicable export laws or for any prohibited end uses including nuclear, chemical, or biological weapons development.

12.12 Publicity and Marketing Rights. Subject to confidentiality obligations, Luna may identify Partner as a strategic partner and use Partner's name and logo in customer lists, marketing materials, investor presentations, and case studies, provided that any use of Partner's marks complies with Partner's branding guidelines. Partner grants Luna a limited, non-exclusive license during the Term to use Partner's marks for these purposes. Any press releases, public announcements, or detailed case studies regarding the strategic partnership shall require mutual written approval. Partner agrees to serve as a reference customer for Luna upon reasonable request.

12.13 Relationship Managers. Each Party shall designate a relationship manager who shall serve as the primary point of contact for partnership matters, coordinate strategic initiatives, and facilitate communication between the Parties. The relationship managers shall conduct quarterly business reviews to assess partnership performance, identify opportunities, and address any concerns. Changes to designated relationship managers shall be communicated in writing.

12.14 No Third-Party Beneficiaries. This Agreement is for the sole benefit of the Parties and their permitted successors and assigns. Nothing in this Agreement, express or implied, is intended to or shall confer upon any third party any legal or equitable right, benefit, or remedy of any nature whatsoever, except that Luna Indemnitees shall be third-party beneficiaries of Section 11.

12.15 Counterparts and Electronic Execution. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one agreement. Electronic signatures, whether through DocuSign, Adobe Sign, or other commercially reasonable electronic signature platforms, shall be legally binding and have the same force and effect as handwritten signatures. Scanned copies of signatures transmitted by email shall also constitute valid execution.

12.16 Language and Translation. This Agreement is drafted and executed in English. While this Agreement may be translated into other languages for convenience, any such translations shall have no legal effect. In the event of any conflict, inconsistency, ambiguity, or discrepancy between the English version and any translated version, 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. The Parties acknowledge that they have had the opportunity to review this Agreement with counsel and that they fully understand its terms in English.