

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549**

FORM 10-Q

(Mark One)

- QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**
For the quarterly period ended March 31, 2023
OR
 TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934
For the transition period from _____ to _____
Commission File Number: 001-39497

UNITY SOFTWARE INC.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization)

27-0334803
(I.R.S. Employer
Identification No.)

30 3rd Street
San Francisco, California 94103-3104
(Address, including zip code, of principal executive offices)
(415) 539-3162
(Registrant's telephone number, including area code)

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common stock, \$0.000005 par value	U	The New York Stock Exchange

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes No

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer	<input checked="" type="checkbox"/>	Accelerated filer	<input type="checkbox"/>
Non-accelerated filer	<input type="checkbox"/>	Smaller reporting company	<input type="checkbox"/>
		Emerging growth company	<input type="checkbox"/>

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes No

As of April 28, 2023, there were 378,657,537 shares of the registrant's common stock outstanding.

UNITY SOFTWARE INC.
FORM 10-Q
For the Quarter Ended March 31, 2023
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NOTE REGARDING FORWARD-LOOKING STATEMENTS AND RISK FACTOR SUMMARY

This Quarterly Report on Form 10-Q contains forward-looking statements about us and our industry that involve substantial risks and uncertainties. All statements other than statements of historical fact, including statements regarding our future results of operations or financial condition, business strategy and plans, and objectives of management for future operations are forward-looking statements. In some cases, you can identify forward-looking statements because they contain words such as "aim," "anticipate," "believe," "contemplate," "continue," "could," "estimate," "expect," "intend," "may," "plan," "potential," "predict," "project," "should," "target," "toward," "will," "would," or the negative of these words or other similar terms or expressions.

You should not rely on forward-looking statements as predictions of future events. We have based the forward-looking statements contained in this Quarterly Report on Form 10-Q primarily on our current expectations and projections about future events and trends that we believe may affect our business, financial condition, and operating results. Readers are cautioned that these forward-looking statements are only predictions and are subject to risks, uncertainties, and assumptions that are difficult to predict, including those identified and discussed in greater detail below, under "Part II, Item 1A. Risk Factors" and summarized below.

- *We have a history of losses and may not achieve or sustain profitability on a GAAP basis in the future.*
 - *The impact of macroeconomic conditions, such as inflation and actions taken by central banks to counter inflation, liquidity concerns at, and failures of, banks and other financial institutions, and potential economic recession, on our business, as well as our customers, prospects, partners, and service providers.*
 - *We have a limited history operating our business at its current scale, including with ironSource, and as a result, our past results may not be indicative of future operating performance.*
 - *If we are unable to retain our existing customers—including ironSource customers—and expand their use of our platform, or attract new customers, our growth and operating results could be adversely affected, and we may be required to reconsider our growth strategy.*
 - *The markets in which we participate are competitive, and if we do not compete effectively, our business, financial condition, and results of operations could be harmed.*
 - *Operating system platform providers or application stores may change terms of service, policies or technical requirements applicable to us or our customers, which could adversely impact our business.*
 - *If we are unable to further expand into new industries, or if our solutions for any new industry fail to achieve market acceptance, our growth and operating results could be adversely affected, and we may be required to reconsider our growth strategy.*
 - *Our business relies in part on strategic relationships. If we are unable to maintain favorable terms and conditions and business relations with respect to our strategic relationships, our business could be harmed.*
 - *Our core value of putting our users first may cause us to forgo short-term gains and may not lead to the long-term benefits we expect.*
 - *If we do not make our platform, including new versions or technology advancements, easier to use or properly train customers on how to use our platform, our ability to broaden the appeal of our platform and solutions and to increase our revenue could suffer.*
-

- *Interruptions, performance problems, or defects associated with our platform may adversely affect our business, financial condition, and results of operations.*

The results, events, and circumstances reflected in the forward-looking statements may not be achieved or occur, and actual results, events, or circumstances could differ materially from those described in the forward-looking statements.

In addition, statements that "we believe" and similar statements reflect our beliefs and opinions on the relevant subject. These statements are based on information available to us as of the date of this Quarterly Report on Form 10-Q. While we believe such information provides a reasonable basis for these statements, such information may be limited or incomplete. Our statements should not be read to indicate that we have conducted an exhaustive inquiry into, or review of, all relevant information. These statements are inherently uncertain, and investors are cautioned not to unduly rely on these statements.

The forward-looking statements made in this Quarterly Report on Form 10-Q relate only to events as of the date on which the statements are made. We undertake no obligation to update any forward-looking statements to reflect events or circumstances after the date of this Quarterly Report on Form 10-Q or to reflect new information, actual results, revised expectations, or the occurrence of unanticipated events, except as required by law. We may not actually achieve the plans, intentions, or expectations disclosed in our forward-looking statements, and you should not place undue reliance on our forward-looking statements. Our forward-looking statements do not reflect the potential impact of any future acquisitions, mergers, dispositions, joint ventures, or investments.

Additional Information

Unless the context otherwise requires, all references in this Quarterly Report on Form 10-Q to "we," "us," "our," "our company," "Unity," and "Unity Technologies" refer to Unity Software Inc. and its consolidated subsidiaries. The Unity design logos, "Unity" and our other registered or common law trademarks, service marks, or trade names appearing in this Quarterly Report on Form 10-Q are the property of Unity Software Inc. or its affiliates.

Investors and others should note that we may announce material business and financial information using our investor relations website (www.investors.unity.com), our filings with the Securities and Exchange Commission, press releases, public conference calls, and public webcasts as means of complying with our disclosure obligations under Regulation FD. We encourage investors and others interested in our company to review the information that we make available.

PART I—FINANCIAL INFORMATION
Item 1. Financial Statements

UNITY SOFTWARE INC.
CONDENSED CONSOLIDATED BALANCE SHEETS
(In thousands, except par value)
(Unaudited)

	As of	
	March 31, 2023	December 31, 2022
Assets		
Current assets:		
Cash and cash equivalents	\$ 1,593,946	\$ 1,485,084
Short-term investments	—	101,711
Accounts receivable, net	612,763	633,775
Prepaid expenses and other	136,653	144,070
Total current assets	2,343,362	2,364,640
Property and equipment, net	129,050	121,863
Goodwill	3,200,955	3,200,955
Intangible assets, net	1,824,313	1,922,234
Other assets	237,053	224,293
Total assets	\$ 7,734,733	\$ 7,833,985
Liabilities and stockholders' equity		
Current liabilities:		
Accounts payable	\$ 28,222	\$ 20,221
Accrued expenses and other	321,234	326,339
Publisher payables	417,866	445,622
Deferred revenue	212,925	218,102
Total current liabilities	980,247	1,010,284
Convertible notes	2,708,300	2,707,171
Long-term deferred revenue	90,407	103,442
Other long-term liabilities	264,107	258,959
Total liabilities	4,043,061	4,079,856
Commitments and contingencies (Note 7)		
Redeemable noncontrolling interests	225,376	219,563
Unity Software Inc. Stockholders' equity:		
Common stock, \$0.000005 par value:		
Authorized shares - 1,000,000 and 1,000,000		
Issued and outstanding shares - 378,374 and 374,243	2	2
Additional paid-in capital	5,962,358	5,779,776
Accumulated other comprehensive income (loss)	490	(1,691)
Accumulated deficit	(2,502,850)	(2,249,819)
Total Unity Software Inc. stockholders' equity	3,460,000	3,528,268
Noncontrolling interest	6,296	6,298
Total liabilities and stockholders' equity	\$ 7,734,733	\$ 7,833,985

See accompanying Notes to Condensed Consolidated Financial Statements.

UNITY SOFTWARE INC.
CONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS
(In thousands, except per share data)
(Unaudited)

	Three Months Ended March 31,	
	2023	2022
Revenue	\$ 500,361	\$ 320,126
Cost of revenue	161,964	93,833
Gross profit	<u>338,397</u>	<u>226,293</u>
Operating expenses		
Research and development	280,480	221,040
Sales and marketing	216,127	103,939
General and administrative	96,774	72,475
Total operating expenses	<u>593,381</u>	<u>397,454</u>
Loss from operations	(254,984)	(171,161)
Interest expense	(6,129)	(1,111)
Interest income and other expense, net	13,615	941
Loss before income taxes	(247,498)	(171,331)
Provision for Income taxes	6,205	6,224
Net loss	(253,703)	(177,555)
Net loss attributable to noncontrolling interest and redeemable noncontrolling interests	(672)	—
Net loss attributable to Unity Software Inc.	<u>\$ (253,031)</u>	<u>\$ (177,555)</u>
Basic and diluted net loss per share attributable to Unity Software Inc.	<u>\$ (0.67)</u>	<u>\$ (0.60)</u>
Weighted-average shares used in computation of basic and diluted net loss per share	<u>375,909</u>	<u>294,341</u>

See accompanying Notes to Condensed Consolidated Financial Statements.

UNITY SOFTWARE INC.
CONDENSED CONSOLIDATED STATEMENTS OF COMPREHENSIVE LOSS
(In thousands)
(Unaudited)

	Three Months Ended	
	March 31,	
	2023	2022
Net loss	\$ (253,703)	\$ (177,555)
Other comprehensive income (loss), net of taxes:		
Change in foreign currency translation adjustment	3,157	19
Change in unrealized losses on short-term investments	—	(4,428)
Change in unrealized losses on derivative instruments	(327)	—
Other comprehensive income (loss)	2,830	(4,409)
Comprehensive loss	(250,873)	(181,964)
Net loss attributable to noncontrolling interest and redeemable noncontrolling interests	(672)	—
Foreign currency translation attributable to noncontrolling interest and redeemable noncontrolling interests	649	—
Comprehensive loss attributable to noncontrolling interest and redeemable noncontrolling interests	(23)	—
Comprehensive loss attributable to Unity Software Inc.	\$ (250,850)	\$ (181,964)

See accompanying Notes to Condensed Consolidated Financial Statements.

UNITY SOFTWARE INC.
CONDENSED CONSOLIDATED STATEMENTS OF STOCKHOLDERS' EQUITY
(In thousands, except share data)
(Unaudited)

	Three Months Ended March 31, 2023								
	Accumulated								
	Common Stock		Additional Paid-In Capital	Other Comprehensive Income (Loss)	Accumulated Deficit	Unity Software Inc. Stockholders'		Noncontrolling Interest ⁽¹⁾	Total Equity
	Shares	Amount				Equity	Equity		
Balance at December 31, 2022	374,243,196	\$ 2	\$ 5,779,776	\$ (1,691)	\$ (2,249,819)	\$ 3,528,268	\$ 6,298	\$ 3,534,566	
Issuance of common stock from employee equity plans	1,475,761	—	21,971	—	—	21,971	—	21,971	
Issuance of common stock for settlement of RSUs	2,654,728	—	—	—	—	—	—	—	
Stock-based compensation expense	—	—	166,445	—	—	166,445	—	166,445	
Net loss	—	—	—	—	(253,031)	(253,031)	(46)	(253,077)	
Adjustments to redeemable noncontrolling interest	—	—	(5,834)	—	—	(5,834)	—	(5,834)	
Other comprehensive income	—	—	—	2,181	—	2,181	44	2,225	
Balance at March 31, 2023	<u>378,373,685</u>	<u>\$ 2</u>	<u>\$ 5,962,358</u>	<u>\$ 490</u>	<u>\$ (2,502,850)</u>	<u>\$ 3,460,000</u>	<u>\$ 6,296</u>	<u>\$ 3,466,296</u>	

	Three Months Ended March 31, 2022								
	Accumulated								
	Common Stock		Additional Paid-In Capital	Other Comprehensive Loss	Accumulated Deficit	Unity Software Inc. Stockholders'		Noncontrolling Interest ⁽¹⁾	Total Equity
	Shares	Amount				Equity	Equity		
Balance at December 31, 2021	292,592,356	\$ 2	\$ 3,729,874	\$ (3,858)	\$ (1,331,627)	\$ 2,394,391	\$ —	\$ 2,394,391	
Issuance of common stock from employee equity plans	2,160,044	—	30,216	—	—	30,216	—	30,216	
Issuance of common stock for settlement of RSUs	925,030	—	—	—	—	—	—	—	
Common stock issued in connection with acquisitions	169,321	—	16,072	—	—	16,072	—	16,072	
Stock-based compensation expense	—	—	103,427	—	—	103,427	—	103,427	
Net loss	—	—	—	—	(177,555)	(177,555)	—	(177,555)	
Other comprehensive loss	—	—	—	(4,409)	—	(4,409)	—	(4,409)	
Balance at March 31, 2022	<u>295,846,751</u>	<u>\$ 2</u>	<u>\$ 3,879,589</u>	<u>\$ (8,267)</u>	<u>\$ (1,509,182)</u>	<u>\$ 2,362,142</u>	<u>\$ —</u>	<u>\$ 2,362,142</u>	

⁽¹⁾ Excludes redeemable noncontrolling interests.

See accompanying Notes to Condensed Consolidated Financial Statements.

UNITY SOFTWARE INC.
CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS
(In thousands)
(Unaudited)

	Three Months Ended March 31,	
	2023	2022
Operating activities		
Net loss	\$ (253,703)	\$ (177,555)
Adjustments to reconcile net loss to net cash used in operating activities:		
Depreciation and amortization	109,560	41,472
Stock-based compensation expense	163,028	103,427
Other	379	3,260
Changes in assets and liabilities, net of effects of acquisitions:		
Accounts receivable, net	21,013	7,532
Prepaid expenses and other	7,589	(9,116)
Other assets	11,169	4,868
Accounts payable	7,450	38
Accrued expenses and other	(7,305)	(29,646)
Publisher payables	(27,756)	(23,780)
Other long-term liabilities	(18,302)	(8,614)
Deferred revenue	(18,221)	189,414
Net cash provided by (used in) operating activities	(5,099)	101,300
Investing activities		
Purchases of short-term investments	(212)	(82,777)
Proceeds from principal repayments and maturities of short-term investments	102,673	100,883
Purchases of non-marketable investments	—	(15,000)
Purchases of property and equipment	(14,350)	(14,929)
Business acquisitions, net of cash acquired	—	(23,637)
Net cash provided by (used in) investing activities	88,111	(35,460)
Financing activities		
Proceeds from issuance of common stock from employee equity plans	21,971	30,216
Net cash provided by financing activities	21,971	30,216
Effect of foreign exchange rate changes on cash, cash equivalents, and restricted cash	3,151	37
Increase in cash, cash equivalents, and restricted cash	108,134	96,093
Cash and restricted cash, beginning of period	1,505,688	1,066,599
Cash, cash equivalents, and restricted cash, end of period	\$ 1,613,822	\$ 1,162,692
Supplemental disclosure of cash flow information:		
Cash paid for income taxes, net of refunds	\$ 3,751	\$ 1,087
Cash paid for operating leases	\$ 10,181	\$ 5,863
Supplemental disclosures of non-cash investing and financing activities:		
Fair value of common stock issued as consideration for business and asset acquisitions	\$ —	\$ 16,072
Assets acquired under operating lease	\$ 24,528	\$ 9,372

The below table provides a reconciliation of cash, cash equivalents, and restricted cash reported within the condensed consolidated balance sheets to the total of the same amounts shown on the condensed consolidated statements of cash flows (in thousands):

	As of March 31,	
	2023	2022
Cash and cash equivalents	\$ 1,593,946	\$ 1,152,014
Restricted cash, included in prepaid and other and other assets	19,876	10,678
Total cash, cash equivalents, and restricted cash	<u>\$ 1,613,822</u>	<u>\$ 1,162,692</u>

See accompanying Notes to Condensed Consolidated Financial Statements.

UNITY SOFTWARE INC.
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS
(Unaudited)

1. Accounting Policies***Basis of Presentation and Consolidation***

We prepared the accompanying unaudited condensed consolidated financial statements in accordance with United States ("U.S.") generally accepted accounting principles ("GAAP") and applicable rules and regulations of the Securities and Exchange Commission ("SEC") for interim financial reporting. The condensed consolidated financial statements include the accounts of Unity Software Inc., its wholly owned subsidiaries, and entities consolidated under the voting interest model. We have eliminated all intercompany balances and transactions. Certain information and footnote disclosures normally included in the financial statements prepared in accordance with GAAP have been condensed or omitted pursuant to such rules and regulations. In our opinion, all adjustments, which include normal recurring adjustments necessary for a fair presentation, have been included. The results of operations for the periods presented are not necessarily indicative of the results to be expected for the full year or other periods. The unaudited condensed consolidated financial statements should be read in conjunction with the audited consolidated financial statements and notes included in our 2022 Annual Report on Form 10-K.

Use of Estimates

The preparation of condensed consolidated financial statements in conformity with GAAP requires management to make certain estimates, judgments, and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements, as well as the reported amounts of revenue and expenses during the reporting period. Actual results could differ from those estimates, and such differences could be material to our financial position and results of operations.

2. Revenue

The following table presents our revenue disaggregated by source, which also have similar economic characteristics (in thousands):

	Three Months Ended March 31,	
	2023	2022
Create Solutions	\$ 187,369	\$ 164,544
Grow Solutions	312,992	155,582
Total revenue	<u>\$ 500,361</u>	<u>\$ 320,126</u>

The following table presents our revenue disaggregated by geography, based on the invoice address of our customers (in thousands):

	Three Months Ended March 31,	
	2023	2022
United States	\$ 130,901	\$ 73,962
Greater China ⁽¹⁾	47,512	43,841
EMEA ⁽²⁾	186,724	115,304
APAC ⁽³⁾	119,564	76,689
Other Americas ⁽⁴⁾	15,660	10,330
Total revenue	<u>\$ 500,361</u>	<u>\$ 320,126</u>

⁽¹⁾ Greater China includes China, Hong Kong, and Taiwan.

⁽²⁾ Europe, the Middle East, and Africa ("EMEA")

⁽³⁾ Asia-Pacific, excluding Greater China ("APAC")

⁽⁴⁾ Canada and Latin America ("Other Americas")

Accounts Receivable, Net

Accounts receivable are recorded at the original invoiced amount, net of allowances for uncollectible amounts. We estimate losses on uncollectible amounts based on expected losses, including our historical experience of actual losses. The estimated losses on uncollectible amounts are recorded in general and administrative expense on our condensed consolidated statement of operations. As of March 31, 2023 and December 31, 2022, the allowance for uncollectible amounts was \$11.2 million and \$9.4 million, respectively.

Sales Commissions

Sales commissions that have a benefit beyond one year are capitalized and amortized on a straight line method over the expected period of benefit, which is generally three years. As of March 31, 2023, capitalized commissions, net of amortization, included in prepaid expenses and other and other assets were \$8.1 million and \$4.2 million, respectively. During the three months ended March 31, 2023, we recorded amortization costs of \$2.5 million in sales and marketing expenses, as compared to \$2.3 million during the three months ended March 31, 2022.

Contract Balances and Remaining Performance Obligations

Contract assets (unbilled receivables) included in accounts receivable, net, are recorded when revenue is earned in advance of customer billing schedules. Unbilled receivables totaled \$35.6 million and \$37.5 million as of March 31, 2023 and December 31, 2022, respectively.

Contract liabilities (deferred revenue) relate to payments received in advance of performance under the contract. Revenue recognized during the three months ended March 31, 2023 that was included in the deferred revenue balances at January 1, 2023 was \$85.0 million.

Additionally, we have performance obligations associated with commitments in customer contracts to perform in the future that had not yet been recognized in our consolidated financial statements. For contracts with original terms that exceed one year, those commitments not yet recognized as of March 31, 2023, were \$559.3 million and relate primarily to Create Solutions subscriptions, enterprise support, and strategic partnerships. These commitments generally extend over the next one to five years and we expect to recognize approximately \$249.0 million or 45% of this revenue during the next 12 months.

3. Financial Instruments

Restricted cash, cash equivalents, and short-term investments are recorded at fair value. Fair value is defined as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. To increase the comparability of fair value measures, the following hierarchy prioritizes the inputs to valuation methodologies used to measure fair value.

- Level 1—Valuations based on quoted prices in active markets for identical assets or liabilities.
- Level 2—Valuations based on quoted prices for similar assets and liabilities in active markets or inputs that are observable for the assets or liabilities, either directly or indirectly through market corroboration.
- Level 3—Valuations based on unobservable inputs reflecting our own assumptions used to measure assets and liabilities at fair value. These valuations require significant judgment.

The following table summarizes, by major security type, our restricted cash, cash equivalents, and short-term investments that are measured at fair value on a recurring basis and are categorized using the fair value hierarchy (in thousands):

	March 31, 2023				December 31, 2022	
	Amortized Cost	Unrealized Gains	Unrealized Losses	Fair Value	Fair Value	
Level 1:						
Restricted cash and cash equivalents:						
Restricted cash	\$ 19,876	\$ —	\$ —	\$ 19,876	\$ 20,604	
Money market funds	578,093	—	—	578,093	373,619	
Time deposits	471,280	—	—	471,280	412,125	
Total restricted cash and cash equivalents	\$ 1,069,249	\$ —	\$ —	\$ 1,069,249	\$ 806,348	
Short-term investments						
Short-term deposits	\$ —	\$ —	\$ —	\$ —	\$ 101,711	
Total short-term investments	\$ —	\$ —	\$ —	\$ —	\$ 101,711	

Nonrecurring Fair Value Measurements

We hold equity investments in certain unconsolidated entities without a readily determinable fair value. These strategic investments represent less than a 20% ownership interest in each of the entities, and we do not have significant influence over or control of the entities. We use the measurement alternative to account for adjustments to these investments for observable transactions for the same or similar investments of the same issuer in any given quarter. If we determine an impairment has occurred, the investment is written down to fair value. As of March 31, 2023 and December 31, 2022, such equity investments totaled \$31.1 million. No adjustments to the carrying value of these equity investments were recorded for the three months ended March 31, 2023 and 2022.

4. Investment in Unity China

The results of Unity China, of which 20.5% is held by third-party investors, are included in our condensed consolidated financial statements and were not material for the three months ended March 31, 2023. Under certain conditions we may be required to repurchase the third-party interest in Unity China. The redeemable noncontrolling interests in Unity China are recorded as temporary equity on our condensed consolidated balance sheet.

The following table presents the changes in redeemable noncontrolling interests (in thousands):

	March 31, 2023	
Balance at beginning of period	\$	219,563
Net loss attributable to redeemable noncontrolling interests		(626)
Accretion for redeemable noncontrolling interests		2,698
Foreign currency translation and foreign exchange adjustments for redeemable noncontrolling interests		3,741
Balance at end of period	\$	225,376

5. Leases

We have operating leases for offices, which have remaining lease terms of up to ten years.

Components of lease expense were as follows (in thousands):

	Three Months Ended March 31,	
	2023	2022
Operating lease expense	\$ 9,393	\$ 7,620
Short-term lease expense	478	270
Variable lease expense	1,278	1,445
Sublease income	(384)	—
Total lease expense	\$ 10,765	\$ 9,335

Supplemental balance sheet information related to leases was as follows (in thousands, except weighted-average figures):

	Classification	As of	
		March 31, 2023	December 31, 2022
Operating lease assets	Other assets	\$ 137,274	\$ 120,535
Current operating lease liabilities	Accrued expenses and other	\$ 36,373	\$ 34,469
Long-term operating lease liabilities	Other long-term liabilities	121,766	107,776
Total operating lease liabilities		\$ 158,139	\$ 142,245

As of March 31, 2023, our operating leases had a weighted-average remaining lease term of 5.5 years and a weighted-average discount rate of 4.8%. As of December 31, 2022, our operating leases had a weighted-average remaining lease term of five years and a weighted-average discount rate of 4.0%.

As of March 31, 2023, our lease liabilities were as follows (in thousands):

	Operating Leases ⁽¹⁾	
Gross lease liabilities	\$	180,336
Less: imputed interest		(22,196)
Present value of lease liabilities	\$	158,139

⁽¹⁾ Excludes future minimum payments for leases which have not yet commenced as of March 31, 2023.

As of March 31, 2023, we had entered into leases that have not yet commenced with future minimum lease payments of \$14.0 million that are not yet reflected on our condensed consolidated balance sheet. These operating leases will commence in 2023 with lease terms of approximately two to five years.

6. Borrowings

Convertible Notes

2027 Notes

In November 2022, we issued \$1.0 billion in aggregate amount of 2.0% convertible notes due 2027 (the "2027 Notes"). The closing of the issuance and sale of the 2027 Notes (the "PIPE") occurred promptly following the closing of the transactions contemplated by the Agreement and Plan of Merger (the "Merger Agreement"), dated July 13, 2022, by and among Unity Software Inc., Ursa Aroma Merger Subsidiary Ltd., a company organized under the laws of the State of Israel and a direct wholly owned subsidiary of Unity, and ironSource Ltd., a company organized under the laws of the State of Israel ("ironSource", and such transactions, the "ironSource Merger"). The 2027 Notes were issued to certain affiliates of Silver Lake and Sequoia Capital (the "Purchasers"), pursuant to an indenture dated November 8, 2022 (the "Indenture"), in accordance with the Investment Agreement entered among the Company and certain affiliates of the Purchasers dated July 13, 2022 (the "Investment Agreement"). Proceeds from the issuance of the 2027 Notes were approximately \$1.0 billion, net of debt issuance costs. The debt issuance costs are amortized to interest expense using the straight-line method, which approximates the effective interest method.

The 2027 Notes are general unsecured obligations which bear regular interest of 2.0%. We may elect for additional interest to accrue on the 2027 Notes as the sole remedy for any failure by us to comply with certain reporting requirements under the Indenture. Holders of the 2027 Notes may receive additional interest under specified circumstances as outlined in the Indenture. Additional interest, if any, will be payable in the same manner as the regular interest, which is semiannually in arrears on May 15 and November 15 of each year, beginning on May 15, 2023. The 2027 Notes will mature on November 15, 2027 unless earlier converted, redeemed, or repurchased.

The 2027 Notes are convertible into cash, shares of our common stock, or a combination of cash and shares of our common stock, at our election, at an initial conversion rate of 20.4526 shares of common stock per \$1,000 principal amount of 2027 Notes, which is equivalent to an initial conversion price of approximately \$48.89 per share of our common stock. The conversion rate is subject to customary adjustments for certain events as described in the Indenture governing the 2027 Notes. Pursuant to the Investment Agreement, the Purchasers are restricted from converting the 2027 Notes prior to the earlier of (i) twelve months after the date of issuance and (ii) the consummation of a change of control of our company or entry into a definitive agreement for a transaction that, if consummated, would result in a change of control, subject to certain exceptions.

In connection with a make-whole fundamental change, as defined in the Indenture, or in connection with certain corporate events that occur prior to the maturity date or a notice of redemption, in each case as described in the Indentures, we will increase the conversion rate for a holder of the 2027 Notes who elects to convert its 2027 Notes in connection with such a corporate event or during the related redemption period in certain circumstances. Additionally, in the event of a fundamental change, subject to certain limitations described in the Indenture, holders of the 2027 Notes may require us to repurchase all or a portion of the 2027 Notes at a price equal to 100% of the principal amount of 2027 Notes to be repurchased, plus any accrued and unpaid additional interest, if any, to, but excluding, the fundamental change repurchase date.

We accounted for the issuance of the 2027 Notes as a single liability measured at its amortized cost, as no other embedded features require bifurcation and recognition as derivatives.

Interest expense on the 2027 Notes related to regular interest and the amortization of debt issuance costs was \$5.0 million for the three months ended March 31, 2023.

2026 Notes

In November 2021, we issued an aggregate of \$1.7 billion principal amount of 0% Convertible Senior Notes due 2026 (the "2026 Notes"). Proceeds from the issuance of the 2026 Notes were \$1.7 billion, net of debt issuance costs and cash used to purchase the capped call transactions ("Capped Call Transactions") discussed below. The debt issuance costs are amortized to interest expense using the straight-line method, which approximates the effective interest method.

The 2026 Notes are general unsecured obligations which do not bear regular interest and for which the principal balance will not accrete. The 2026 Notes will mature on November 15, 2026 unless earlier converted, redeemed, or repurchased.

The 2026 Notes are convertible into cash, shares of our common stock, or a combination of cash and shares of our common stock, at our election, at an initial conversion rate of 3.2392 shares of common stock per \$1,000 principal amount of 2026 Notes, which is equivalent to an initial conversion price of approximately \$308.72 per share of our common stock. The conversion rate is subject to customary adjustments for certain events as described in the indenture governing the 2026 Notes.

Interest expense on the 2026 Notes related to the amortization of debt issuance costs was \$1.1 million for the three months ended March 31, 2023.

The table below summarizes the principal and unamortized debt issuance costs for the 2026 and 2027 Notes (in thousands):

	As of	
	March 31, 2023	
Convertible notes:		
Principal - 2026 Notes	\$	1,725,000
Principal - 2027 Notes		1,000,000
Unamortized debt issuance cost - 2026 and 2027 Notes		(16,700)
Net carrying amount	\$	2,708,300

As of March 31, 2023, no holders of the 2027 and 2026 Notes have exercised the conversion rights, and the if-converted value of the 2027 and 2026 Notes did not exceed the principal amount.

Capped Call Transactions

In connection with the pricing of the 2026 Notes, we entered into the Capped Call Transactions with certain counterparties at a net cost of \$48.1 million with call options totaling approximately 5.6 million of our common shares, and expiration dates beginning on September 18, 2026 and ending on November 12, 2026. The strike price of the Capped Call Transactions is \$308.72, and the cap price is initially \$343.02 per share of our common stock and is subject to certain adjustments under the terms of the Capped Call Transactions. The Capped Call Transactions are freestanding and are considered separately exercisable from the 2026 Notes.

The Capped Call Transactions are intended to reduce potential dilution to our common stock upon any conversion of the 2026 Notes and/or offset any cash payments we are required to make in excess of the principal amount of converted 2026 Notes, as the case may be, with such reduction and/or offset subject to a cap based on the cap price described above. The cost of the Capped Call Transactions was recorded as a reduction of our additional paid-in capital on our consolidated balance sheets. The Capped Call Transactions will not be remeasured as long as they continue to meet the conditions for equity classification. As of March 31, 2023, the Capped Call Transactions were not in the money and met the conditions for equity classification.

7. Commitments and Contingencies

The following table summarizes our non-cancelable contractual commitments as of March 31, 2023 (in thousands):

	Total	Remainder of 2023	2024-2025	2026-2027	Thereafter
Operating leases ⁽¹⁾	\$ 194,358	\$ 33,570	\$ 78,823	\$ 43,424	\$ 38,541
Purchase commitments ⁽²⁾	883,053	186,666	477,510	218,877	—
Convertible notes ⁽³⁾	2,725,000	—	—	2,725,000	—
Total	\$ 3,802,411	\$ 220,236	\$ 556,333	\$ 2,987,301	\$ 38,541

⁽¹⁾ Operating leases consist of obligations for real estate that are active and those that have not yet commenced.

⁽²⁾ The substantial majority of our purchase commitments are related to agreements with our data center hosting providers.

⁽³⁾ Convertible notes due 2026 and 2027. See Note 6, "Borrowings," of the Notes to Condensed Consolidated Financial Statements in Part I, Item 1 of this Quarterly Report on Form 10-Q for further discussion.

We expect to meet our remaining commitment.

Legal Matters

In the normal course of business, we are subject to various legal matters. We accrue a liability when management believes both that it is probable that a liability has been incurred and that the amount of loss can be reasonably estimated. We also disclose material contingencies when we believe a loss is not probable but reasonably possible. Legal costs related to such potential losses are expensed as incurred. In addition, recoveries are shown as a reduction in legal costs in the period in which they are realized. With respect to our outstanding matters, based on our current knowledge, we believe that the resolution of such matters will not, either individually or in aggregate, have a material adverse effect on our business or our condensed consolidated financial statements. However, litigation is inherently uncertain, and the outcome of these matters cannot be predicted with certainty. Accordingly, cash flows or results of operations could be materially affected in any particular period by the resolution of one or more of these matters.

Indemnifications

In the ordinary course of business, we may provide indemnifications of varying scope and terms to customers, vendors, lessors, investors, directors, officers, employees and other parties with respect to certain matters. Indemnification may include losses from our breach of such agreements, services we provide, or third-party intellectual property infringement claims. These indemnifications may survive termination of the underlying agreement and the maximum potential amount of future indemnification payments may not be subject to a cap. As of March 31, 2023, there were no known events or circumstances that have resulted in a material indemnification liability to us and we did not incur material costs to defend lawsuits or settle claims related to these indemnifications.

Letters of Credit

We had \$19.9 million of secured letters of credit outstanding as of March 31, 2023 and December 31, 2022. These primarily relate to our office space leases and are fully collateralized by certificates of deposit which we record in restricted cash on our condensed consolidated balance sheets.

8. Stock-Based Compensation

We recorded stock-based compensation expense related to grants to employees on our condensed consolidated statements of operations as follows (in thousands):

	Three Months Ended March 31,	
	2023	2022
Cost of revenue	\$ 18,849	\$ 8,794
Research and development	76,483	55,253
Sales and marketing	35,517	23,834
General and administrative	32,179	15,546
Total stock-based compensation expense	\$ 163,028	\$ 103,427

Stock Options

A summary of our stock option activity is as follows:

	Options Outstanding		
	Stock Options Outstanding	Weighted-Average Exercise Price	Weighted-Average Remaining Contractual Term (In Years)
Balance as of December 31, 2022	35,718,803	\$ 18.05	5.60
Granted	57,553	\$ 29.33	
Exercised	(943,118)	\$ 8.69	
Forfeited, cancelled, or expired	(372,542)	\$ 40.27	
Balance as of March 31, 2023	34,460,696	\$ 18.08	5.30

The calculated grant-date fair value of stock options granted was estimated using the Black-Scholes option-pricing model with the following assumptions:

	Three Months Ended March 31,	
	2023	2022
Expected dividend yield	—	—
Risk-free interest rate	4.2%	1.7%
Expected volatility	54.7%	33.8%
Expected term (in years)	6.25	6.25
Fair value of underlying common stock	\$29.33	\$89.01

Restricted Stock Units

A summary of our restricted stock unit ("RSU"), including Price-Vested Unit ("PVU"), activity is as follows:

	Unvested RSUs	
	Number of Shares	Weighted-Average Grant-Date Fair Value
Unvested as of December 31, 2022	38,105,462	\$ 48.37
Granted	2,408,379	\$ 28.90
Vested	(2,663,496)	\$ 58.25
Forfeited	(1,771,583)	\$ 54.37
Unvested as of March 31, 2023	36,078,762	\$ 46.05

Price-Vested Units

In October 2022, our board of directors granted to certain of our executive officers a total of 989,880 PVUs, which are RSUs for which vesting is subject to the fulfillment of both a service period that extends up to four years and the achievement of a stock price hurdle during the relevant performance period that extends up to seven years. The fair value of each PVU award is estimated using a Monte Carlo simulation that uses assumptions determined on the date of grant. During the three months ended March 31, 2023, the service period and stock price hurdle were not met.

Employee Stock Purchase Plan

The fair value of shares offered under our Employee Stock Purchase Plan (the "ESPP") was determined using the Black-Scholes option pricing model with the following weighted-average assumptions:

	Three Months Ended March 31,	
	2023	2022
Expected dividend yield	—	—
Risk-free interest rate	5.2%	0.6%
Expected volatility	94.5%	40.0%
Expected term (in years)	0.50	0.50
Estimated fair value	\$12.44	\$27.42

Additional information related to the ESPP is provided below (in thousands, except per share amounts):

	Three Months Ended March 31,	
	2023	2022
Share issued under the ESPP	532,643	207,986
Weighted-average price per share issued	\$25.87	\$90.48

9. Income Taxes

Our tax provision for interim periods is determined using an estimated annual effective tax rate, adjusted for discrete items arising in that quarter. In each quarter, we update the estimated annual effective tax rate and make a year-to-date adjustment to the provision. The estimated annual effective tax rate is subject to volatility due to several factors, including variability in accurately predicting our pre-tax income or loss and the mix of jurisdictions to which they relate, intercompany transactions, changes in how we do business, and tax law developments.

Our effective tax rate for the three months ended March 31, 2023 differs from the U.S. federal statutory tax rate of 21% primarily due to the need to record a valuation allowance in the U.S. on losses and to a lesser extent, tax expense on foreign earnings taxed at different rates. In addition, the Company undertook certain tax restructuring efforts during the period that enhanced our ability to offset deferred tax liabilities in the U.S. in future periods, thereby partially reducing the need for a valuation allowance. Our effective tax rate for the three months ended March 31, 2022 differs from the U.S. federal statutory tax rate of 21% primarily due to foreign earnings taxed at different tax rates, credits and losses that cannot be benefited due to the valuation allowance on U.S., Denmark, and U.K. entities, and base-erosion and anti-abuse tax ("BEAT") mainly arising as a result of mandatory research and development capitalization under IRC Section 174.

The realization of deferred tax assets is dependent upon the generation of sufficient taxable income of the appropriate character in future periods. We regularly assess the ability to realize our deferred tax assets and establish a valuation allowance if it is more-likely-than-not that some portion of the deferred tax assets will not be realized. In performing this assessment with respect to each jurisdiction, we review all available positive and negative evidence. Primarily due to our history of losses, we believe that it is more likely than not that the deferred tax assets of our U.S. federal, certain state, Denmark, U.K., and certain non-U.S. jurisdictions will not be realized and we have maintained a full valuation allowance against such deferred tax assets.

As of March 31, 2023, we had \$179.8 million of gross unrecognized tax benefits, of which \$25.8 million would impact the effective tax rate, if recognized. It is reasonably possible that the amount of unrecognized tax benefits as of March 31, 2023 could increase or decrease significantly as the timing of the resolution, settlement, and closure of audits is highly uncertain. We believe that we have adequately provided for any reasonably foreseeable outcome related to our tax audits and that any settlement will not have a material impact on our financial condition and operating results at this time.

10. Net Loss per Share of Common Stock

Basic and diluted net loss per share is the same for all periods presented because the effects of potentially dilutive items were antidilutive given our net loss in each period.

The following table presents potentially dilutive common stock excluded from the computation of diluted net loss per share for the following periods (in thousands) because the impact of including them would have been antidilutive:

	Three Months Ended March 31,	
	2023	2022
Convertible notes	26,042	12,441
Stock options	34,461	28,067
Unvested RSUs and PVUs	36,079	15,629

11. Subsequent Event

In May 2023, we announced a restructuring that will eliminate approximately 600 employee roles and result in estimated severance costs of approximately \$26 million, which will be substantially incurred in the second quarter of 2023.

Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations

Please read the following discussion and analysis of our financial condition and results of operations together with our condensed consolidated financial statements and related notes included under Part I, Item 1 of this Quarterly Report on Form 10-Q. The following discussion and analysis contains forward-looking statements that involve risks and uncertainties. Forward-looking statements are statements that attempt to forecast or anticipate future developments in our business, financial condition or results of operations. When reviewing the discussion below, you should keep in mind the substantial risks and uncertainties that could impact our business. In particular, we encourage you to review the risks and uncertainties described in "Part II, Item 1A. Risk Factors" included elsewhere in this report. These risks and uncertainties could cause actual results to differ materially from those projected in forward-looking statements contained in this report or implied by past results and trends. Forward-looking statements, like all statements in this report, speak only as of their date (unless another date is indicated), and we undertake no obligation to update or revise these statements in light of future developments. See the section titled "Note Regarding Forward-Looking Statements and Risk Factor Summary" in this report.

Overview

Unity is the world's leading platform for creating and growing interactive, real-time 3D ("RT3D") content.

Our comprehensive set of software solutions supports them through the entire development lifecycle as they build, run, and grow immersive, real-time 2D and 3D content for mobile phones, tablets, PCs, consoles, and augmented and virtual reality devices.

Our platform consists of two distinct, but connected and synergistic, sets of solutions: Create Solutions and Grow Solutions.

Impact of Macroeconomic Trends

Recent negative macroeconomic factors, such as inflation, corresponding heightened interest rates and limited credit availability, the strengthening of the U.S. dollar, and continued softness of the advertising market have negatively impacted our business and may continue to do so. The impact of these macroeconomic trends remains uncertain, and we cannot reasonably estimate the impact on our future results of operations, cash flows, or financial condition. For additional details, refer to the section titled "Risk Factors."

Key Metrics

As further discussed in Item 2 of Part I, "Management's Discussion and Analysis of Financial Condition and Results of Operations" in our Annual Report on Form 10-K, we monitor the following key metrics to help us evaluate the health of our business, identify trends affecting our growth, formulate goals and objectives, and make strategic decisions.

Customers Contributing More Than \$100,000 of Revenue

We had 1,322 and 1,083 customers contributing more than \$100,000 of revenue in the trailing 12 months as of March 31, 2023 and 2022, respectively, demonstrating our ability to grow our revenues with existing customers, and our strong and growing penetration of larger enterprises, including AAA gaming studios and large organizations in industries beyond gaming. We also experienced an increase of these customers as a result of the ironSource Merger. While these customers represented the substantial majority of revenue for the three months ended March 31, 2023 and 2022, respectively, no one customer accounted for more than 10% of our revenue for either period.

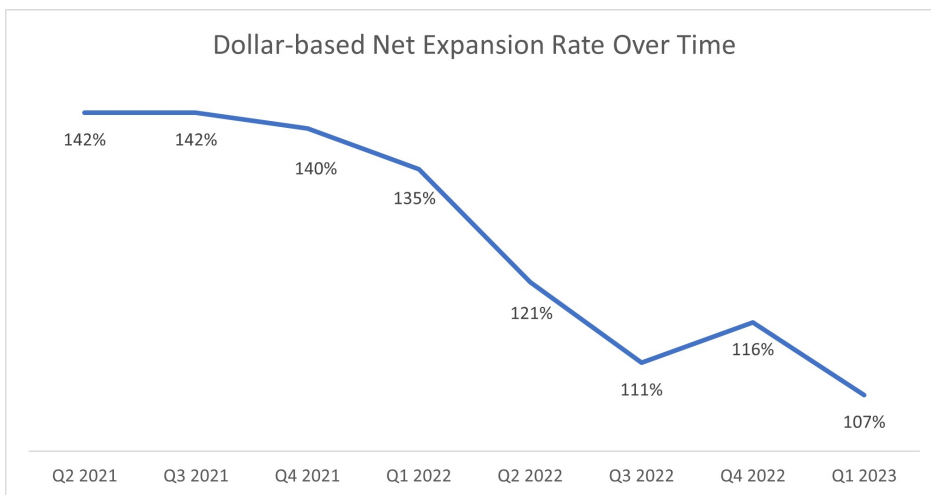
Dollar-Based Net Expansion Rate

Our ability to drive growth and generate incremental revenue depends, in part, on our ability to maintain and grow our relationships with our Create and Grow Solutions customers and to increase their use of our platform. We track our performance by measuring our dollar-based net expansion rate, which compares our Create and Grow Solutions revenue from the same set of customers across comparable periods, calculated on a trailing 12-month basis.

	As of	
	March 31, 2023	March 31, 2022
Dollar-based net expansion rate	107 %	135 %

Our dollar-based net expansion rate as of March 31, 2023 and 2022, was driven primarily by the sales of additional subscriptions and services to our existing Create Solutions customers and cross-selling our solutions to all of our customers. The decrease in dollar-based net expansion rate, compared to the comparable prior year period, is attributable to Grow Solutions and follows a similar trend to the revenue decrease seen from those solutions prior to the ironSource Merger due to softness in the advertising market.

The chart below illustrates that our dollar-based net expansion rate has been declining over the last year with a slight rebound in the fourth quarter due to the ironSource Merger. Despite this decline, we are still maintaining strong relationships with our existing customers.



Results of Operations

The following table summarizes our historical consolidated statements of operations data for the periods indicated (in thousands):

	Three Months Ended March 31,	
	2023	2022
Revenue	\$ 500,361	\$ 320,126
Cost of revenue	161,964	93,833
Gross profit	<u>338,397</u>	<u>226,293</u>
Operating expenses		
Research and development	280,480	221,040
Sales and marketing	216,127	103,939
General and administrative	96,774	72,475
Total operating expenses	<u>593,381</u>	<u>397,454</u>
Loss from operations	(254,984)	(171,161)
Interest expense	(6,129)	(1,111)
Interest income and other expense, net	13,615	941
Loss before income taxes	(247,498)	(171,331)
Provision for income taxes	6,205	6,224
Net loss	<u>(253,703)</u>	<u>(177,555)</u>

The following table sets forth the components of our condensed consolidated statements of operations data as a percentage of revenue for the periods indicated:

	Three Months Ended March 31,	
	2023	2022
Revenue	100 %	100 %
Cost of revenue	32	29
Gross margin	<u>68</u>	<u>71</u>
Operating expenses		
Research and development	56	69
Sales and marketing	43	32
General and administrative	19	23
Total operating expenses	<u>118</u>	<u>124</u>
Loss from operations	(51)	(53)
Interest expense	(1)	—
Interest income and other expense, net	3	—
Loss before income taxes	(49)	(53)
Provision for income taxes	1	2
Net loss	<u>(50)%</u>	<u>(55)%</u>

Revenue

Create Solutions

We generate Create Solutions revenue primarily through our suite of Create Solutions subscriptions, enterprise support, professional services and cloud and hosting services. Our subscriptions provide customers access to technologies that allow them to edit, run, and iterate interactive, RT3D and 2D experiences that can be created once and deployed to a variety of platforms. Enhanced support services are provided to our enterprise customers and are sold separately from the Create Solutions subscriptions. Professional services are provided to our customers and include consulting, platform integration, training, and custom application and workflow development. Cloud and hosting services are provided to our customers to simplify and enhance the way our users access and harness our solutions.

Grow Solutions

We generate Grow Solutions revenue primarily through our monetization solutions, user acquisition offerings, and Supersonic, a game publishing service. Our monetization solutions allow publishers, original equipment manufacturers, and mobile carriers to sell available advertising inventory on their mobile applications or hardware devices to advertisers for in-application or on-device placements. Our revenue represents the amount we retain from the transaction we are facilitating through our Unified Auction and mediation platform. Supersonic provides game developers with the infrastructure and expertise to launch their mobile games and manage their growth; this is achieved through marketability testing tools, live games management tools and game design support, and optimizing the implementation of the customer's commercial model. Through Supersonic, we generate revenue from in-app advertising in published games and in some cases, in app purchase revenue.

Our total revenue is summarized as follows (in thousands):

	Three Months Ended	
	March 31,	
	2023	2022
Create Solutions	\$ 187,369	\$ 164,544
Grow Solutions	312,992	155,582
Total revenue	\$ 500,361	\$ 320,126

The increase in total revenue in the three months ended March 31, 2023, compared to the comparable prior year period, was primarily due to the acquisition and inclusion of revenue from ironSource within Grow Solutions. Revenue from Create Solutions increased primarily due to growth in new customers, as well as growth among existing customers.

Cost of Revenue, Gross Profit, and Gross Margin

Cost of revenue consists primarily of hosting expenses, personnel costs (including salaries, benefits, and stock-based compensation) for employees associated with our product support and professional services organizations, allocated overhead (including facilities, information technology ("IT"), and security costs), third-party license fees, and credit card fees, as well as amortization of intangible assets, related capitalized software and depreciation of related property and equipment.

Gross profit, or revenue less cost of revenue, has been and will continue to be affected by various factors, including our product mix, the costs associated with third-party hosting services, and the extent to which we expand and drive efficiencies in our hosting costs, professional services, and customer support organizations. We expect our gross profit to increase in absolute dollars in the long term, but we expect our gross profit as a percentage of revenue, or gross margin, to fluctuate from period to period.

Cost of revenue for the three months ended March 31, 2023 increased, compared to the comparable prior year period, primarily due to higher personnel-related expenses associated with increased headcount including those associated with ironSource Merger, as well as an increase of approximately \$27 million in amortization expenses related to intangible assets acquired through our business acquisitions. We also experienced an increase of approximately \$9 million in hosting and other third party related expenses primarily due to the inclusion of ironSource, as well as higher expenses to support increased usage of our solutions.

Operating Expenses

Our operating expenses consist of research and development, sales and marketing, and general and administrative expenses. The most significant component of our operating expenses is personnel-related costs, including salaries and wages, sales commissions, bonuses, benefits, stock-based compensation, and payroll taxes. Although personnel-related costs contributed to the majority of the increase in expense period over period primarily due to the increased headcount resulting from the ironSource Merger, we have been evaluating our headcount needs, slowing down our hiring efforts, reducing the number of managerial layers, and focusing on containing the growth rate of other expenses. For example, we incurred approximately \$14 million in costs associated with headcount reductions during the quarter ended March 31, 2023 and in May, we announced that we estimate an additional amount of approximately \$26 million to be substantially incurred in the second quarter of 2023.

Research and Development

Research and development expenses primarily consist of personnel-related costs for the design and development of our platform, third-party software services, professional services, and allocated overhead. We expense research and development expenses as they are incurred. We expect our research and development expenses to increase in absolute dollars and may fluctuate as a percentage of revenue from period to period as we expand our teams to develop new products, expand features and functionality with existing products, and enter new markets.

Research and development expense for the three months ended March 31, 2023 increased, compared to the comparable prior year period, primarily due to higher personnel-related expenses as headcount increased due to the ironSource Merger and to support continued product innovation. The increase was further driven, to a lesser extent, by higher hosting expenses.

Sales and Marketing

Our sales and marketing expenses consist primarily of personnel-related costs, advertising and marketing programs, including user acquisition costs and digital account-based marketing, user events such as developer-centric conferences and our annual Unite user conferences; and allocated overhead. We expect that our sales and marketing expense will increase in absolute dollars as we hire additional personnel, increase our account-based marketing, direct marketing and community outreach activities, invest in additional tools and technologies, and continue to build brand awareness. Our expenses may fluctuate as a percentage of revenue from period to period.

Sales and marketing expense for the three months ended March 31, 2023 increased, compared to the comparable prior year period, primarily due to an increase in amortization expense related to intangible assets acquired through our business acquisitions of approximately \$38 million. We also experienced higher personnel-related and user acquisition costs due to the ironSource Merger, as well as increased headcount to support the growth of our sales and marketing teams.

General and Administrative

Our general and administrative expenses primarily consist of personnel-related costs for finance, legal, human resources, IT, and administrative employees; professional fees for external legal, accounting, and other professional services; and allocated overhead. We expect that our general and administrative expenses will increase in absolute dollars and may fluctuate as a percentage of revenue from period to period as we scale to support the growth of our business.

General and administrative expense for the three months ended March 31, 2023 increased, compared to the comparable prior year period, primarily due to higher personnel-related expenses as headcount increased as a result of the ironSource Merger, which was partially offset by a decrease in professional fees.

Interest Expense

Interest expense consists primarily of interest expense associated with our convertible debt and amortization of debt issuance costs.

Interest expense for the three months ended March 31, 2023 increased, compared to the comparable prior year period, due to accrued interest on our 2027 notes and debt issuance costs amortization.

Interest Income and Other Expense, Net

Interest income and other expense, net, consists primarily of interest income earned on our cash, cash equivalents, and short-term investments, amortization of premium arising at acquisition of short-term investments, foreign currency remeasurement gains and losses, and foreign currency transaction gains and losses. As we have expanded our global operations, our exposure to fluctuations in foreign currencies has increased, and we expect this to continue.

Interest income and other expense, net, for the three months ended March 31, 2023 increased, compared to the comparable prior year period, primarily due to interest and dividend income earned on our money market investments and time deposit accounts.

Provision for Income Taxes

Provision for income taxes consists primarily of income taxes in certain foreign jurisdictions where we conduct business. We have a valuation allowance against certain of our deferred tax assets, including net operating loss ("NOL") carryforwards and tax credits related primarily to research and development. Our overall effective income tax rate in future periods may be affected by the geographic mix of earnings in the countries in which we operate. Our future effective tax rate may also be affected by changes in the valuation of our deferred tax assets or liabilities, or changes in tax laws, regulations, or accounting principles in the jurisdictions in which we conduct business. See Note 9, "Income Taxes," of the Notes to Condensed Consolidated Financial Statements.

Provision for income taxes for the three months ended March 31, 2023 decreased primarily due to tax benefits recognized for the three months ended March 31, 2023 from certain tax restructuring efforts during the period that enhanced our ability to offset deferred tax liabilities in the U.S. in future periods, thereby partially reducing the need for a valuation allowance.

Non-GAAP Financial Measures

To supplement our consolidated financial statements prepared and presented in accordance with GAAP we use certain non-GAAP financial measures, as described below, to evaluate our ongoing operations and for internal planning and forecasting purposes. We believe the following non-GAAP measures are useful in evaluating our operating performance. We are presenting these non-GAAP financial measures because we believe, when taken collectively, they may be helpful to investors because they provide consistency and comparability with past financial performance.

However, non-GAAP financial measures have limitations in their usefulness to investors because they have no standardized meaning prescribed by GAAP and are not prepared under any comprehensive set of accounting rules or principles. In addition, other companies, including companies in our industry, may calculate similarly-titled non-GAAP financial measures differently or may use other measures to evaluate their performance, all of which could reduce the usefulness of our non-GAAP financial measures as tools for comparison. As a result, our non-GAAP financial measures are presented for supplemental informational purposes only and should not be considered in isolation or as a substitute for our consolidated financial statements presented in accordance with GAAP.

Beginning in the first quarter of 2023, we have replaced non-GAAP gross profit, non-GAAP loss from operations, non-GAAP net loss, and non-GAAP net loss per share with adjusted gross profit and adjusted EBITDA. These measures have also been presented for the prior year period in a comparable manner.

Adjusted Gross Profit and Adjusted EBITDA

We define adjusted gross profit as GAAP gross profit excluding expenses associated with stock-based compensation, amortization of acquired intangible assets, depreciation, and restructurings and reorganizations. We define adjusted EBITDA as net income or loss excluding benefits or expenses associated with stock-based compensation, amortization of acquired intangible assets, depreciation, acquisitions, restructurings and reorganizations, interest, income tax, and other non-operating activities, which primarily consist of foreign exchange rate gains or losses.

We use adjusted gross profit and adjusted EBITDA in conjunction with traditional GAAP measures to evaluate our financial performance. We believe that adjusted gross profit and adjusted EBITDA provide our management and investors consistency and comparability with our past financial performance and facilitates period-to-period comparisons of operations, as these metrics exclude expenses that we do not consider to be indicative of our overall operating performance.

The following table presents a reconciliation of our adjusted gross profit to our GAAP gross profit, the most directly comparable measure as determined in accordance with GAAP, for the periods presented (in thousands):

	Three Months Ended	
	March 31,	
	2023	2022
GAAP gross profit	\$ 338,397	\$ 226,293
Add:		
Stock-based compensation expense	18,849	8,794
Amortization of intangible assets expense	34,265	7,555
Depreciation expense	2,364	1,238
Restructuring and reorganization costs	119	—
Adjusted gross profit	<u>\$ 393,994</u>	<u>\$ 243,880</u>
GAAP gross margin	68 %	71 %
Adjusted gross margin	79 %	76 %

The following table presents a reconciliation of our adjusted EBITDA to net loss, the most directly comparable measure as determined in accordance with GAAP, for the periods presented (in thousands):

	Three Months Ended	
	March 31,	
	2023	2022
Net loss	\$ (253,703)	\$ (177,555)
Stock-based compensation expense	163,028	103,427
Amortization of intangible assets expense	97,920	32,702
Depreciation expense	11,640	8,770
Acquisition-related costs	729	1,081
Restructuring and reorganization costs	14,130	2,330
Interest expense	6,129	1,111
Interest income and other expense, net	(13,615)	(941)
Income tax expense	6,205	6,224
Adjusted EBITDA	<u>\$ 32,463</u>	<u>\$ (22,851)</u>

Free Cash Flow

We define free cash flow as net cash provided by (used in) operating activities less cash used for purchases of property and equipment. We believe that free cash flow is a useful indicator of liquidity as it measures our ability to generate cash, or our need to access additional sources of cash, to fund operations and investments.

The following table presents a reconciliation of free cash flow to net cash provided by (used in) operating activities, the most directly comparable measure as determined in accordance with GAAP, for the periods presented (in thousands):

	Three Months Ended March 31,	
	2023	2022
Net cash provided by (used in) operating activities	\$ (5,099)	\$ 101,300
Less:		
Purchases of property and equipment	(14,350)	(14,929)
Free cash flow	\$ (19,449)	\$ 86,371

Liquidity and Capital Resources

As of March 31, 2023, our principal sources of liquidity were cash, cash equivalents, and short-term investments totaling \$1.6 billion, which were primarily held for working capital purposes. Our cash equivalents and short-term investments are invested primarily in fixed income securities, while we are continuing to monitor recent developments with respect to liquidity concerns at, and failures of, banks and other financial institutions, we are not currently experiencing any limitations or restrictions on our ability to access these balances.

Our material cash requirements from known contractual and other obligations consists of our convertible notes, obligations under operating leases for office space, and contractual obligations for hosting services to support our business operations. See Part I, Item I, Note 7 — "Commitments and Contingencies" for additional discussion of our principal contractual commitments.

In connection with the ironSource Merger in November 2022, we issued the 2027 Notes, the proceeds of which were used to fund repurchases under our share repurchase program. We previously issued \$1.7 billion in aggregate principal amount of 0% convertible senior notes due 2026 in November 2021 (together with the 2027 Notes, the "Notes"). See Part I, Item I, Note 6, "Borrowings" for additional discussion of the Notes.

In July 2022, our board of directors approved our Share Repurchase Program, which authorized the repurchase of up to \$2.5 billion of shares of our common stock in open market transactions through November 2024. As of March 31, 2023, \$1.0 billion remains available for future share repurchases under this program. We did not repurchase any shares under the Share Repurchase Program during the quarter ended March 31, 2023.

Since our inception, we have generated losses from our operations as reflected in our accumulated deficit of \$2.5 billion as of March 31, 2023. We expect to continue to incur operating losses on a GAAP basis for the foreseeable future due to the investments we will continue to make in research and development, sales and marketing, and general and administrative. As a result, we may require additional capital to execute our strategic initiatives to grow our business.

We believe our existing sources of liquidity will be sufficient to meet our working capital and capital expenditures for at least the next 12 months. We believe we will meet longer-term expected future cash requirements and obligations through a combination of cash flows from operating activities, available cash balances, and potential future equity or debt transactions. Our future capital requirements, however, will depend on many factors, including our growth rate; the timing and extent of spending to support our research and development efforts; capital expenditures to build out new facilities and purchase hardware and software; the expansion of sales and marketing activities; and our continued need to invest in our IT infrastructure to support our growth. In addition, we may enter into additional strategic partnerships as well as agreements to acquire or invest in complementary products, teams and technologies, including intellectual property rights, which could increase our cash requirements. As a result of these and other factors, we may choose or be required to seek additional equity or debt financing sooner than we currently anticipate. In addition, depending on prevailing market conditions, our liquidity requirements, contractual restrictions, and other factors, we may also from time to time seek to retire or purchase our outstanding debt, including the Notes, through cash purchases and/or exchanges for equity securities, in open market purchases, privately negotiated transactions or otherwise. If additional financing is required from outside sources, we may not be able to raise it on terms acceptable to us, or at all, including as a result of macroeconomic conditions such as rising interest rates, volatility in the capital markets and liquidity concerns at, or failures of, banks and other financial institutions. If we are unable to raise additional capital when required, or if we cannot expand our operations or otherwise capitalize on our business opportunities because we lack sufficient capital, our business, results of operations, and financial condition would be adversely affected.

Our changes in cash flows were as follows (in thousands):

	Three Months Ended March 31,	
	2023	2022
Net cash provided by (used in) operating activities	\$ (5,099)	\$ 101,300
Net cash provided by (used in) investing activities	88,111	(35,460)
Net cash provided by financing activities	21,971	30,216
Effect of foreign exchange rate changes on cash, cash equivalents, and restricted cash	3,151	37
Net change in cash, cash equivalents, and restricted cash	<u>\$ 108,134</u>	<u>\$ 96,093</u>

Cash Used in Operating Activities

During the three months ended March 31, 2023, net cash used in operating activities was primarily due to our net loss and changes in working capital, including payment in 2023 of the corporate bonus for our fiscal year ended December 31, 2022. Our cash flows fluctuate from period to period due to revenue seasonality, timing of billings, collections, and publisher payments. Historical cash flows are not necessarily indicative of our results in any future period.

Cash Provided by Investing Activities

During the three months ended March 31, 2023, net cash provided by investing activities consisted primarily of proceeds received due to maturities of short-term investments.

Cash Provided by Financing Activities

During the three months ended March 31, 2023, net cash provided by financing activities consisted solely of proceeds from the issuance of common stock under our employee equity plans.

Critical Accounting Policies and Estimates

Management's discussion and analysis of our financial condition and results of operations is based on our condensed consolidated financial statements, which have been prepared in accordance with U.S. GAAP. These principles require us to make estimates and assumptions that affect the reported amounts of assets, liabilities, revenue, expenses, and related disclosures. Our estimates are based on our historical experience and on various other assumptions that we believe are reasonable under the circumstances. To the extent that there are material differences between these estimates and our actual results, our future financial statements will be affected.

There have been no material changes to our critical accounting policies and estimates from those disclosed in Part II, Item 7, "Management's Discussion and Analysis of Financial Condition and Results of Operations" in our Annual Report on Form 10-K for the year ended December 31, 2022, filed with the SEC on February 27, 2023.

Item 3. Quantitative and Qualitative Disclosures About Market Risk

Our assessment of our exposures to market risk has not changed materially since the presentation set forth in Part II, Item 7A of our Annual Report on Form 10-K for the year ended December 31, 2022, filed with the SEC on February 27, 2023.

Item 4. Controls and Procedures**(a) Evaluation of Disclosure Controls and Procedures**

Under the supervision and with the participation of our management, including our principal executive officer and principal financial officer, we conducted an evaluation of the effectiveness of the design and operation of our disclosure controls and procedures, as defined in Rules 13a-15(e) and 15d-15(e) under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), as of the end of the period covered by this report.

Based on management's evaluation, our principal executive officer and principal financial officer concluded that our disclosure controls and procedures are designed to, and are effective to, provide assurance at a reasonable level that the information we are required to disclose in reports that we file or submit under the Exchange Act is recorded, processed, summarized, and reported within the time periods specified in SEC rules and forms, and that such information is accumulated and communicated to our management, including our principal executive officer and principal financial officer, as appropriate, to allow timely decisions regarding required disclosures.

(b) Changes in Internal Control Over Financial Reporting

In November 2022, we completed the ironSource Merger. As part of our ongoing integration activities, we are in the process of incorporating internal controls over significant processes specific to ironSource that management believes are appropriate and necessary for us to report on internal controls over financial reporting as it relates to ironSource as of the end of fiscal year 2023. We expect to complete the integration activities related to internal control over financial reporting for ironSource during fiscal year 2023.

Except as noted above, there was no change in our internal control over financial reporting during the quarter ended March 31, 2023 that has materially affected, or is reasonably likely to materially effect, our internal control over financial reporting.

PART II—OTHER INFORMATION

Item 1. Legal Proceedings

On July 6, 2022, a putative securities class action complaint was filed in U.S. District Court in the Northern District of California against the Company and certain of its executives (the "Securities Class Action"). The complaint was amended on March 24, 2023, and captioned In re Unity Software Inc. Securities Litigation, Case No. 5:22-cv-3962 (N.D. Cal.). The operative complaint names as defendants Unity, its Chief Executive Officer, Chief Financial Officer, and General Manager of Operate Solutions, as well as Unity shareholders, Sequoia Capital, Silver Lake Group, and OTEE 2020 ApS. The complaint asserts claims under Sections 10(b) and 20(a) of the Securities Exchange Act of 1934, and alleges that the Company and its executives made false or misleading statements and/or failed to disclose issues with the Company's product platform and the likely impact of those issues on the Company's fiscal 2022 guidance. The plaintiffs seek to represent a class of all persons and entities (other than the defendants) who acquired Unity securities between May 11, 2021 and May 10, 2022, and requests unspecified damages, pre- and post-judgment interest, and an award of attorneys' fees and costs. The Company believes this lawsuit is without merit and intends to vigorously defend the case.

On November 22, 2022, a derivative suit, captioned *Movva v. Unity Software, Inc., et al.*, Case 5:22-cv-07416 (N.D. Cal.) (the "Movva Suit"), was filed by a purported stockholder against eleven of the Company's current and former officers and directors. The complaint, which asserts claims for breach of fiduciary duty, waste of corporate assets, unjust enrichment, and violations of Section 14(a) of the Exchange Act, borrows the allegations of the Securities Class Action, and recasts them as derivative claims. On December 16, 2022, a related derivative suit, captioned *Duong vs. Unity Software Inc., et al.*, Case 5:22-c-08926 (N.D. Cal.), was filed by a purported stockholder against the same defendants as in the Movva Suit (the "Duong Suit," and together with the Movva Suit, the "Federal Suits"). The two Federal Suits were consolidated after the parties jointly moved to do so. The Derivative Suits have been stayed pending the outcome of the motions to dismiss in the Securities Class Action. On May 8, 2023, a stockholder derivative suit, captioned *Wen v. Botha, et al.*, Case No. 2023-0499 (the "Wen Suit"), was filed in the Court of Chancery of the State of Delaware. The case was filed by a purported Unity stockholder against twelve of the Company's current and former officers and directors, and asserts claims for breach of fiduciary duty, aiding and abetting breach of fiduciary duty, unjust enrichment, and waste of corporate assets. As with the Federal Derivative suits, the Wen suit borrows the allegations of the Securities Class Action, and recasts them as derivative claims. The Company is still evaluating these new claims.

On August 8, 2022, a putative class action complaint, captioned *Assad v. Botha et al*, Case No. 2022-0691, was filed in the Court of Chancery against the Company and its board of directors. The complaint alleged that the directors breached their fiduciary duties by failing to disclose all material information necessary to allow stockholders to make a fully informed decision on whether to approve the issuance of new shares as a part of the Company's preliminary Form S-4 filed in connection with the Company's merger with ironSource. The plaintiff was a purported stockholder and sought to represent a class of stockholders voting in connection with the stock issuance. The complaint sought additional disclosure and an award of attorneys' fees, among other remedies. On September 21, 2022, the complaint was withdrawn. On March 15, 2023, the plaintiff filed an application for an award of attorneys' fees, and the Company responded on May 1, 2023.

From time to time, we may be subject to other legal proceedings and claims arising in the ordinary course of business.

Item 1A. Risk Factors

Risks Related to Our Business, Operations, and Industry

We have a history of losses and may not achieve or sustain profitability on a GAAP basis in the future.

We have experienced significant net losses on a GAAP basis in each period since inception. In addition, our revenue growth rate has varied and has in certain quarters declined and could vary and decline in the future, particularly in a difficult macroeconomic climate. We are not certain whether we will achieve or maintain profitability in the future. We also expect our costs and expenses to increase in the long term on a GAAP basis, which could negatively affect our future results of operations. In particular, we intend to continue to make significant investments to achieve profitability in such areas as:

- research and development, including investments in our engineering teams and in further differentiating our platform and solutions with improvements to our Create and Grow Solutions, as well as the development of new products and features;
- our sales and marketing organizations to engage our existing and prospective customers, increase brand awareness and drive adoption and expansion of our platform and solutions;
- research and development and sales and marketing initiatives to grow our presence in new industries and use cases beyond the gaming industry;
- our technology infrastructure, including systems architecture, scalability, availability, performance, and security;
- acquisitions or strategic investments;
- global expansion; and
- our general and administration organization, including legal, IT, and accounting expenses associated with ongoing public company compliance and reporting obligations.

Our efforts to achieve profitability may be costlier than we expect and may not be effective. Even if such investments increase our revenue, any such increase may not be enough to offset increased operating expenses even with cost-cutting efforts, such as layoffs, which may not be effective.

We have a limited history operating our business at its current scale, including with ironSource, and as a result, our past results may not be indicative of future operating performance.

In recent years, we have significantly grown the scale of our business, both organically and through acquisitions, including the ironSource Merger. Accordingly, we have a limited history operating our business at its current scale and scope. You should not rely on our past results of operations as indicators of future performance.

Overall growth of our revenue is difficult to predict and depends in part on our ability to execute on our integration of ironSource and other growth strategies. For example, in the second and third quarters of 2022, our growth rate declined below our target long-term growth due to a variety of factors which could continue to impact our business, including the maturation of our business. In addition, recent negative macroeconomic factors, such as inflation and corresponding higher interest rates, liquidity concerns at, and failures of, banks and other financial institutions, and the strengthening of the U.S. dollar, have and may continue to negatively impact our business, as could the softening of the advertising market.

You should consider and evaluate our prospects in light of the risks and uncertainties frequently encountered by growing companies in rapidly evolving markets. These risks and uncertainties include challenges in accurate financial planning as a result of limited historical data relevant to the current scale and scope of our business and the uncertainties resulting from having had a relatively limited time period in which to implement and evaluate our business strategies as compared to companies with longer operating histories.

If we are not able to grow efficiently and manage our costs, we may not achieve profitability on a GAAP basis.

The growth and expansion of our business places a continuous significant strain on our management, operational and financial resources. As usage of our platform grows, we will need to devote additional resources to improving its capabilities, features and functionality. In addition, we will need to appropriately scale our internal business, IT, and financial, operating and administrative systems to serve our growing customer base, and continue to manage headcount, capital and operating and reporting processes, and integrate them with ironSource's, in an efficient manner. Any failure of or delay in these efforts could result in impaired performance and reduced customer satisfaction, resulting in decreased sales to new customers or lower dollar-based net expansion rates, which would hurt our revenue growth and our reputation. Further, any failure in optimizing the costs associated with our third-party cloud services as we scale could negatively impact our gross margins. Even if we are successful in our expansion efforts, they will be expensive and complex, and require the dedication of significant management time and attention. We may also suffer inefficiencies or service disruptions as a result of our efforts to scale our internal infrastructure. We cannot be sure that the expansion of and improvements to our internal infrastructure will be effectively implemented on a timely basis, if at all, and such failures could harm our business, financial condition and results of operations.

While growing our business necessarily requires increased costs in some parts of our business, we are also focusing on cost reduction efforts where possible. However, our cost reduction efforts may not be effective or sufficient to offset our increased expenses, and may themselves have adverse impacts, such as loss of continuity or accumulated knowledge, inefficiency during transitional periods, distraction, and potential challenges operating our business with fewer resources. Any failure of our cost reduction efforts could harm our business, financial condition and results of operations.

If our revenue growth does not meet our expectations in future periods and if we are unable to allocate our resources in a manner that results in sustainable revenue growth, while also managing our overall costs, we may not achieve or maintain profitability.

We may fail to realize all of the anticipated benefits of the ironSource Merger, or those benefits may take longer to realize than expected.

We believe that there are significant benefits and synergies that may be realized through leveraging the products, scale and combined enterprise customer bases of Unity and ironSource. However, the efforts to realize these benefits and synergies is a complex process and may disrupt our existing operations if not implemented in a timely and efficient manner. The full benefits of the ironSource Merger, including the anticipated sales or growth opportunities, may not be realized as expected or may not be achieved within the anticipated time frame, or at all. In addition, we may incur additional or unexpected costs in order to realize these revenue synergies. Failure to achieve the anticipated benefits of the ironSource Merger could adversely affect our results of operations or cash flows, cause dilution to our earnings per share, decrease or delay any accretive effect of the ironSource Merger and negatively impact our stock price.

Our success will depend, in part, on our ability to manage our expansion, which poses numerous risks and uncertainties, including the need to integrate the operations and business of ironSource into our existing business in an efficient and timely manner, to combine systems and management controls and to integrate relationships with industry contacts and business partners.

In addition, we are devoting significant attention and resources to the integration and operation of the combined company, and to successfully aligning the business practices and operations of Unity and ironSource. This process may disrupt the businesses and, if ineffective, would limit the anticipated benefits of the ironSource Merger.

Acquisitions, mergers, strategic investments, partnerships, and alliances could be difficult to identify, integrate, divert the attention of management, disrupt our business, dilute stockholder value, and adversely affect our business.

We have in the past acquired or invested and may in the future seek to acquire or invest in businesses, joint ventures, platforms, or technologies that we believe could complement or expand our platform, enhance our technical capabilities, or otherwise offer growth opportunities. We have grown our revenue organically and through acquisitions including Parsec, Weta Digital, and ironSource. Our acquisitions and mergers have placed and will continue to place added burden on our management and internal resources, and the diversion of management's attention away from day-to-day business concerns and any difficulties encountered in the transition and integration process could adversely affect our financial results. We may encounter difficulties assimilating or integrating any acquired companies or assets, particularly if the key personnel of an acquired company choose not to work for us, face cultural challenges, if their software or technology is not easily adapted to work with our platform, or we have difficulty retaining the customers of any acquired business. In addition, we have invested and may in the future invest in private companies and may not realize a return on our investments.

We have incurred significant costs, expenses and fees for professional services and other transaction costs in connection with the Weta Digital Acquisition and the ironSource Merger. We may also incur unanticipated costs in the integration of certain of Weta Digital's assets and of ironSource with our business. The substantial majority of these costs will be non-recurring expenses relating to the Weta Digital Acquisition and the ironSource Merger. We have been subject to litigation related to the ironSource Merger and could become subject to further litigation related to it or any other acquisition, which could result in significant costs and expenses.

These and any future transactions may also disrupt our business, divert our resources, and require significant management attention that would otherwise be available for development of our existing business. Any such transactions that we are able to complete may not result in any synergies or other benefits we had expected to achieve, which could result in impairment charges that could be substantial. In addition, we may not be able to find and identify desirable acquisition targets or business opportunities or be successful in entering into an agreement with any particular strategic partner. These transactions have historically resulted and in the future could result in dilutive issuances of equity securities or the incurrence of debt, contingent liabilities, amortization expenses, incremental operating expenses, or the impairment of goodwill, any of which could adversely affect our results of operations. In addition, if the resulting business from such a transaction fails to meet our expectations, our business, financial condition and results of operations may be adversely affected or we may be exposed to unknown risks or liabilities and our efforts to limit such liabilities could be unsuccessful.

If we are unable to retain our existing customers—including ironSource customers—and expand their use of our platform, or attract new customers, our growth and operating results could be adversely affected, and we may be required to reconsider our growth strategy.

Our future success depends on our ability to retain our existing customers, expand their use of our platform and attract new customers. Our targeted marketing efforts may not be successful despite the resources we devote to them.

We derive a significant portion of our revenue from our Grow Solutions, and such revenue is primarily generated under a revenue-share or profit-share model. Under such models, our customers depend on us as a source of their own revenue, which in some cases may represent a significant portion of their revenue. Should customers lose confidence in the value or effectiveness of our monetization products or if our Grow products are less effective, consumption of these products could decline. For example, our revenue growth in the first half of 2022 was negatively impacted by challenges with our Grow products (including a fault in our platform that resulted in reduced accuracy of one of our monetization tools, as well as the consequences of ingesting bad data from a large customer) that reduced the efficacy of such products. We focused our resources on addressing the data quality and accuracy challenges we observed with certain monetization tools in the first quarter of 2022. Our interventions to address such challenges were effective; however, external factors, including the competitive landscape, negative macroeconomic conditions, longer sales cycles, and reduced advertiser spend prolonged our recovery and negatively impacted the growth of our Grow Solutions. We must continually add new features and functionality to our Grow Solutions to remain competitive and respond to our customers' needs. If we are not successful in retaining and attracting new customers to our Grow Solutions, our business and results of operations would be adversely affected. In addition, if we fail to attract or retain existing ironSource customers into our Grow Solutions, our business could be harmed.

Our Grow Solutions is also dependent upon the continued proliferation of mobile connected devices, such as smartphones and tablets, which can connect to the Internet over a cellular, wireless or other network, as well as the increased consumption of content through those devices. Consumer usage of these mobile connected devices may be inhibited for a number of reasons beyond our control. If user adoption of mobile connected devices or user consumption of content on those devices do not continue to grow, our business could be harmed.

Create Solutions customers have no obligation to renew their subscriptions, which are primarily one to three years in length, after they expire, and have no obligation to continue using our Grow Solutions, which are primarily sold under revenue-share or profit-share-based models. Even if one or several studios within a customer adopts our Create or Grow Solutions, other studios within that customer may choose to adopt different solutions or to continue to employ internally-developed solutions.

Our customers rely on us to attract a broad range of advertisers to our platform to generate demand for their impressions through our Unified Auction. If we are unable to also serve the needs of advertisers, they may reduce their consumption of our solutions and, because the advertising market is highly competitive, they may shift their business to other advertising solutions which could adversely affect our revenue. All of our products are also subject to factors and events beyond our control. For example, macroeconomic factors like labor shortages, supply chain disruptions, and inflation continue to cause logistical challenges, increased input costs, and inventory constraints for advertisers, and these factors are currently decreasing, and may in the future decrease or halt, advertiser spending.

For us to maintain or improve our results of operations, it is important that our Create Solutions customers renew and expand their subscriptions with us and that our Grow Solutions customers continue using and expanding their use of our products. We invest in targeted sales and account-based marketing efforts to identify opportunities to grow use of our solutions within and across multiple studios within a single customer. However, our efforts may not be successful despite the resources we devote to them. Even if one or several studios within a customer adopts our Create or Grow Solutions, other studios within that customer may choose to adopt different solutions or to continue to employ internally-developed solutions.

It is also important for us to cross-sell more Create Solutions to our Grow Solutions customers, as well as Grow Solutions to our Create Solutions customers. While we believe there are significant cross-selling opportunities between our Create and Grow Solutions, and that our Create and Grow Solutions work together synergistically, we have only recently focused our sales efforts on targeting cross-selling opportunities, and we cannot be sure that our efforts will be successful.

The markets in which we participate are competitive, and if we do not compete effectively, our business, financial condition, and results of operations could be harmed.

The markets in which we operate are highly competitive. Specifically, we have faced and may continue to face competition as a result of:

- the internal development of alternative solutions by a significant number of companies, including other gaming companies;
- lower prices or free solutions offered by our competitors, some of whom may offer more favorable payment terms to publishers;
- mergers, acquisitions and other strategic relationships amongst our competitors which may allow them to provide more comprehensive offerings or achieve greater economies of scale than us, and may introduce new competitors in our markets;
- intense competition within the gaming market which may impact our company and a significant number of our customers, who also operate in the gaming market;
- the introduction of alternative solutions by larger, more experienced companies that offer 2D and 3D design products in the industries in which we may expand into; and
- rapid technological change, evolving industry standards, changing regulations, as well as changing customer needs, requirements and preferences.

Our competitors may have greater name recognition, longer operating histories, more established customer relationships, larger marketing budgets and greater financial and operational resources than we do. We cannot assure you that we will not be forced to engage in price-cutting or revenue limiting initiatives, change payment terms or increase our advertising and other expenses to attract and retain customers in response to competitive pressures.

For all of these reasons, we may not be able to compete successfully against our current or future competitors, which could result in the failure of our platform to continue to achieve or maintain market acceptance, which would harm our business, financial condition, and results of operations.

Our estimates of market opportunity and forecasts of market growth may prove to be inaccurate, and even if the market in which we compete achieves the forecasted growth, our business could fail to grow at a similar rate, if at all.

Our estimates of market opportunity and forecasts of market growth may prove to be inaccurate. Market opportunity estimates and growth forecasts, including those we have generated ourselves, are subject to significant uncertainty and are based on assumptions and estimates that may not prove to be accurate. The variables that affect the calculation of our market opportunity are also subject to change over time.

Estimates of market opportunity in industries beyond gaming are particularly uncertain, given the earlier stage of adoption of solutions for RT3D content creation in those markets. Our estimates of the market opportunity that we can address outside gaming depend on a variety of factors, including the number of software developers, architects and engineers that are potential users of our products. We cannot be sure that the industries in which these developers, architects or engineers are employed will adopt RT3D generally, or our solutions specifically, to any particular extent or at any particular rate.

Our expectations regarding potential future market opportunities that we may be able to address are subject to even greater uncertainty. For example, our expectations regarding future market opportunities in gaming depend, among other things, on the extent to which we are able to develop new products and features that expand the applicability of our platform. In addition, our expectations regarding future market opportunities represented by augmented reality and virtual reality applications are subject to uncertainties relating from the fact that such applications are at relatively early stages of development and may not grow at the rates we expect. The extent to which engineers, technicians or other potential users of our products in industries outside gaming are representative of other future market opportunities will depend on those industries having use cases that can be served by RT3D content. Our ability to address those opportunities will depend on our developing products that are responsive to those use cases. In addition, there is significant uncertainty with respect to our estimate of the amount by which the acquisition of Weta Digital or the ironSource Merger will increase our total market opportunity, which is based on internal models and assumptions. For example, with respect to Weta Digital, our model assumes that there is a significant market opportunity among consumers as well as professional artists for digital visual effects solutions.

We cannot assure you that any particular number or percentage of addressable users or companies covered by our market opportunity estimates will purchase our solutions at all or generate any particular level of revenue for us. In addition, any expansion in our market depends on a number of factors, including the cost, performance and perceived value associated with our platform and those of our competitors. Even if the market in which we compete meets the size estimates and growth we forecast, our business could fail to achieve a substantial share of this market or grow at a similar rate, if at all. Our growth is subject to many risks and uncertainties. Accordingly, the estimates of market opportunity or forecasts of market growth we have made and may make should not be taken as indicative of our future growth.

Operating system platform providers or application stores may change terms of service, policies or technical requirements applicable to us or our customers, which could adversely impact our business.

We and our customers are subject to the standard policies and terms of service of the operating system platforms on which we create, run and monetize applications and content, as well as policies and terms of service of the various application stores, such as the Apple App Store or Google Play Store, that make applications and content available to end users. Each of these operating system platforms and stores has broad discretion to change and interpret its terms of service and policies. An operating system platform or application store may also change its fee structure, add fees associated with access to and use of its platform, alter how customers are able to advertise or monetize on their platform, change how the personal or other user information is made available to application developers on their platform, limit the use of personal information for advertising purposes or restrict how end users can share information on their platform or across other platforms.

In particular, operating system platform providers or application stores such as Apple or Google may change their technical requirements or policies in a manner that adversely impacts the way in which we or our customers offer solutions or collect, use, and share data from end-user devices. Restrictions on our ability to collect and use data as desired could negatively impact our Create Solutions and Grow Solutions as well as our resource planning and feature development planning for our software. For example, Apple implemented a requirement for applications using its mobile operating system, iOS, to affirmatively obtain an end user's permission to "track them across apps or websites owned by other companies" or access their device's advertising identifier for advertising and advertising measurement purposes, as well as other restrictions. The long-term impact of these and other privacy, platform, and regulatory changes remains uncertain. In addition, these platforms could change their business models and could, for example, increase application store fees to our customers, which could have an adverse impact on our business.

If we or our customers were to violate, or an operating system platform provider or application store believes that we or our customers have violated, its terms of service or policies, that operating system platform provider or application store could limit or discontinue our or our customers' access to its platform or store. They could also limit or discontinue our access to its platform or store if it establishes more favorable relationships with one or more of our competitors or it determines that it is in their business interests to do so. Any limitation on or discontinuation of our or our customers' access to any third-party platform or application store could adversely affect our business, financial condition, or results of operations.

If we are unable to further expand into new industries, or if our solutions for any new industry fail to achieve market acceptance, our growth and operating results could be adversely affected, and we may be required to reconsider our growth strategy.

Our growth strategy is based, in part, on expanding into new industries beyond gaming. The market for interactive RT3D and 2D content in industries beyond gaming is still developing, and it is uncertain whether this market will develop as we expect, how rapidly it will develop and how much it will grow.

Our success in these markets will depend, to a substantial extent, on the widespread adoption of our platform as an alternative to existing solutions, such as traditional 2D and 3D modeling and rendering tools, or adoption by customers that are not currently using any software solutions. Market acceptance of our platform in industries beyond gaming may not grow as we expect and if our platform does not achieve widespread adoption in these other markets, our ability to grow our revenue may suffer.

In addition, the investments we make to grow our business by expanding into new industries will continue to increase our costs and operating expenses on an absolute basis. We expect to invest significant research and development resources to develop and expand our products' functionality to meet the needs of customers in these industries, and we will need to increase our sales and marketing, legal and compliance and other efforts as we seek to expand into new industries that require a different go-to-market strategy than the gaming industry. These investments will occur in advance of our realization of significant revenue from such industries, particularly given that customers in these industries are typically enterprise customers with long contracting cycles, which will make it difficult to determine if we are allocating our resources effectively and efficiently. If the revenue we derive from these investments is not sufficient to achieve a return on investment, our business and results of operations would suffer.

Our business relies in part on strategic relationships. If we are unable to maintain favorable terms and conditions and business relations with respect to our strategic relationships, our business could be harmed.

We rely in part on strategic partnerships and other strategic relationships with hardware, operating system, device, game console, and other technology providers in order to be able to offer our customers the ability to deploy their content on a variety of third-party platforms. If any of these third parties were to suspend, limit or cease their operations or otherwise terminate their relationships with us, our results of operations could be adversely affected. We have entered into separate agreements with each of our strategic partners. Our agreements with our strategic partners are non-exclusive and typically have multi-year terms. We may have disagreements or disputes with these parties that could negatively impact or threaten our relationship with them. We may not be successful in sourcing additional strategic partnerships or relationships or in retaining or extending our existing relationships with the parties with whom we currently have relationships, including as a result of acquisitions by competitors of our strategic partners or strategic partners themselves becoming competitors. If we are unable to source additional strategic relationships or the parties with whom we currently have strategic relationships were to terminate their relationship with us, our revenue could decline and our business could be adversely affected.

We are dependent on the success of our customers in the gaming market. Adverse events relating to our customers or their games could have a negative impact on our business.

Our gaming customers are not the end users of our solutions, but rather they use our platform and solutions to create and/or operate their games, which are ultimately sold or distributed to an end user. As a result, our success depends in part on the ability of our customers to market and sell games that are created or operated with our solutions. If our customers' marketing efforts are unsuccessful or if our customers experience a decrease in demand for their games, sales of our Create Solutions and our Grow Solutions could be reduced. The gaming market is characterized by intense competition, rapid technological change, increased focus by regulators, and economic uncertainty and, as such, there is no guarantee that any of our customers' games will gain any meaningful traction with end users. In addition, some of our newer products, like Multiplay and Vivox, are more reliant on certain customers. While our large and diverse customer portfolio has helped to reduce the fluctuations in our Grow Solutions revenue as a whole resulting from the success of customers' games and the timing of game releases, we cannot assure you that the size and diversification of our customer portfolio will sufficiently mitigate this risk. If our customers fail to create or operate popular games using our platform, and we are not able to maintain a diversified portfolio of "winners and losers," our results of operations may be adversely affected.

Our results of operations have fluctuated in the past and are expected to fluctuate in the future, making it difficult to project future results, and if we fail to meet the expectations of securities analysts or investors with respect to our results of operations, our stock price, and the value of your investment could decline.

Our results of operations have fluctuated in the past and are expected to fluctuate in the future due to a variety of factors, many of which are outside of our control. As a result, our past results may not be indicative of our future performance. In addition to the other risks described herein, factors that may affect our results of operations include the following:

- fluctuations in demand for, usage of, or pricing of our platform;
- changes in mix of solutions purchased by our customers;
- demand for our gaming customers' products and their ability to monetize those products, which in turn can have a significant impact on our revenue-share and consumption-based solutions;
- timing and amount of our investments to expand the capacity of our third-party cloud hosting providers;
- seasonality, especially with respect to our Grow Solutions, which tend to generate higher revenue during periods of increased time spent on entertainment, such as holidays;
- downturns or upturns in our sales which may not be immediately reflected in our financial position and results of operations;
- timing of customer budget cycles, purchases—including longer sales cycles for enterprise customers—and usage of our platform;
- market conditions and risks associated with the gaming industry, including the popularity, price and timing of release of games, changes in consumer demographics, the availability and popularity of other forms of entertainment, public tastes and preferences;
- timing of updates and new features on our platform;
- fluctuations or delays in purchasing decisions in anticipation of new solutions or enhancements by us or our competitors;
- amount and timing of payment for operating expenses, particularly research and development and sales and marketing expenses, including commissions, many of which occur in advance of the anticipated benefits resulting from such expenses;

- amount and timing of non-cash expenses, including stock-based compensation, amortization of acquired intangibles and acquisition-related expenses;
- amount and timing of costs associated with recruiting, training and integrating new employees and retaining and motivating existing employees;
- timing of acquisitions and costs associated with integrating acquired companies, including the ironSource Merger;
- general economic, social and public health conditions, both domestically and globally, including recently worsening macroeconomic conditions, as well as conditions specifically affecting industries in which our customers operate, which can impact customer spending and result in longer deal cycles;
- incorrect estimates or judgments relating to our critical accounting policies;
- impact of new accounting pronouncements or changes in accounting principles;
- costs that we incur in order to comply with changing regulatory, tax or legal requirements, especially with respect to privacy and security matters; and
- significant security breaches of, technical difficulties with or interruptions to the delivery and use of our platform.

Any of these and other factors, or the cumulative effect of some of these factors, may cause our results of operations to vary significantly. If our quarterly results of operations fall below the expectations of investors and securities analysts who follow our stock, the price of our common stock could decline substantially, and we could face costly lawsuits, including securities class action suits.

Our core value of putting our users first may cause us to forgo short-term gains and may not lead to the long-term benefits we expect.

One of our core values is that our users come first in everything we do, which we believe is essential to our success in increasing our growth and engagement and in serving the best, long-term interests of our company and our stockholders. Therefore, we may forgo certain expansion or short-term revenue or cost-saving opportunities that we do not believe will enhance the experience of our users, even if our decision negatively impacts our operating results. We cannot assure you that our decisions will lead to the long-term benefits that we expect, in which case our business and operating results could be harmed.

Third parties with whom we do business may be unable to honor their obligations to us or their actions may put us at risk.

We rely on third parties, including our strategic partners, for various aspects of our business, including deep technology collaborations, co-marketing, advertising partners, development services agreements, and revenue share arrangements. Their actions may put our business, reputation, and brand at risk. In many cases, third parties may be given access to sensitive and proprietary information or personal information in order to provide services and support to our teams or customers, and they may misappropriate and engage in unauthorized use of our information, technology or customers' data. In addition, the failure of these third parties to provide adequate services and technologies, or the failure of the third parties to adequately maintain or update their services and technologies, could result in a disruption to our business operations. Further, disruptions in the mobile application industry, financial markets, economic downturns, poor business decisions, or reputational harm may adversely affect our partners and may increase their propensity to engage in fraud or otherwise illegal activity which could harm our business reputation, and they may not be able to continue honoring their obligations to us, or we may cease our arrangements with them. Alternative arrangements and services may not be available to us on commercially reasonable terms or at all and we may experience business interruptions upon a transition to an alternative partner or vendor. If we lose one or more business relationships, or experience a degradation of services, our business could be harmed and our financial results could be adversely affected.

We use resellers and other third parties to sell, market, and deploy our solutions to a variety of customers, and our failure to effectively develop, manage, and maintain our indirect sales channels would harm our business.

We use and plan to use resellers and other third parties to sell, market, and deploy our Create Solutions to a variety of customers, particularly in industries beyond gaming. For example, we currently leverage an indirect value-added reseller network to cost effectively service our mid-sized, small and independent Create Solutions customers and we engage in cooperative marketing efforts with strategic partners. Loss of or reduction in sales through these third parties could reduce our revenue. Identifying and retaining resellers and strategic partners, training them in our technology and product offerings, and negotiating and documenting relationships with them, requires significant time and resources. We cannot assure you that we will be able to maintain our relationships with our resellers or strategic partners on favorable terms or at all.

Our resellers may cease marketing or reselling our platform with limited or no notice and without penalty. Further, a substantial number of our agreements with resellers are non-exclusive such that those resellers may offer customers the solutions of several different companies, including solutions that compete with ours. Our resellers may favor our competitors' solutions or services over ours, including due to incentives that our competitors provide to resellers. One or more of our resellers could be acquired by one of our competitors, which could adversely affect our ability to sell through that reseller. If our resellers do not effectively sell, market or deploy our solutions, choose to promote our competitors' solutions, or otherwise fail to meet the needs of our customers, our ability to sell our solutions could be adversely affected.

Our direct sales force targets larger customers, and sales to these customers involve risks that may not be present or that are present to a lesser extent with respect to sales to smaller customers.

We utilize a direct sales organization to increase adoption within larger enterprise customers and to expand into new industries, such as automotive, where potential customers are typically larger organizations. In particular, our success for our Grow Solutions depends in part on larger enterprise customers. Sales to larger customers involve risks that may not be present or that are present to a lesser extent with sales to smaller customers, such as longer sales cycles, more complex customer requirements, substantial upfront sales costs, and less predictability in completing some of our sales. If we do not effectively expand our direct sales capabilities to address these industries effectively or develop effective sales and marketing strategies for those industries, or if we focus our efforts on non-gaming industries that end up being slow adopters of our platform and solutions, our ability to increase sales of our platform and solutions to industries and for use cases outside gaming will be adversely affected.

We provide service-level agreement commitments related to certain of our Create and Grow Solutions. If we fail to meet these contractual commitments, we could be obligated to provide refunds of prepaid amounts or other credits, which would lower our revenue and harm our business, financial condition, and results of operations.

Certain of our Create and Grow Solutions include service-level agreements commitments. If we are unable to meet the stated service-level commitments, including failure to meet the uptime and response time requirements under our customer agreements, we could face terminations and/or refunds of prepaid amounts or other credits, which could significantly affect both our current and future revenue. Any service-level failures could also damage our reputation, which could also adversely affect our business, financial condition and results of operations.

If we fail to offer high-quality support, our ability to retain and attract customers could suffer.

Our customers rely on our sales, customer success and customer support personnel and tools to resolve issues and realize the full benefits that our platform provides. High-quality support is important for the retention of our existing customers and expanding their use of our platform. The importance of these functions will increase as we expand our business, pursue new customers and seek to expand the use of our platform and solutions by enterprise customers in new industries outside of gaming. If we do not help our customers quickly resolve issues and provide effective ongoing support, our ability to maintain and expand our solution to existing and new customers could suffer, and our reputation with existing or potential customers could suffer.

Indemnity provisions in various agreements to which we are a party potentially expose us to substantial liability for infringement, misappropriation or other violation of intellectual property rights, data protection and other losses.

Our agreements with our customers and other third parties may include indemnification provisions under which we agree to indemnify or otherwise be liable for losses suffered or incurred as a result of certain claims relating to or arising from our software, services, platform, our acts or omissions under such agreements or other contractual obligations. In some cases, the liability is not limited and we may still incur substantial liability related to such agreements, and we may be required to cease providing certain functions or features on our platform as a result of any such claims. Even if we succeed in contractually limiting our liability, such limitations may not be enforceable. Any dispute with a customer or other third party with respect to such obligations could have adverse effects on our relationship with such customer or other third party and other existing or prospective customers, reduce demand for our platform and adversely affect our business, financial conditions and results of operations. In addition, our insurance may not be adequate to indemnify us for all liability that may be imposed on us or otherwise protect us from liabilities or damages with respect to claims, including claims on such matters as alleged compromises of customer data, which may be substantial. Any such coverage may not continue to be available to us on acceptable terms or at all.

Our business could be disrupted by catastrophic events, including health pandemics.

Any catastrophic event, including earthquake, fire, flood, tsunami or other weather event, power loss, telecommunications failure, software or hardware malfunction, cyber-attack, war or terrorist attack, explosion, or pandemic could impact our business. In particular, our corporate headquarters are located in the San Francisco Bay Area, a region known for seismic activity, and are thus vulnerable to damage in an earthquake. Our insurance coverage may not compensate us for losses that may occur in the event of an earthquake or other significant natural disaster. In addition, many of our employees, including certain management members, are located in Israel, and political unrest or militarization in Israel or the surrounding region may adversely affect our business. If any disaster were to occur, our ability to operate our business at our facilities could be impaired and we could incur significant losses, require substantial recovery time and experience significant expenditures in order to resume operations. If we are unable to develop adequate plans to ensure that our business functions continue to operate during and after a disaster and to execute successfully on those plans in the event of a disaster or emergency, our business would be harmed.

Our current operations are and will continue to be global in scope, creating a variety of operational challenges.

We currently have operations and customers across all major global markets. We also have a sales presence in multiple countries. We expect that our global activities will continue to grow for the foreseeable future as we continue to pursue growth opportunities, which will require significant dedication of management attention and financial resources.

Our current and future global business and operations involve a variety of risks, including:

- slower than anticipated availability and adoption of our platform by creators outside the U.S., for example, in China where we experienced softness in the first quarter of 2023;

- changes or instability in local or regional political, social or economic conditions;
- the need to adapt and localize our platform for specific countries;
- maintaining our company culture, which emphasizes developing and launching new and innovative solutions and which we believe is essential to our business, across all of our offices globally;
- difficulty collecting accounts receivable and potential for longer payment cycles;
- increased reliance on resellers and other third parties for our global expansion;
- burdens of complying with a variety of foreign laws, including costs associated with legal structures, accounting, statutory filings and tax liabilities;
- stringent and evolving regulations relating to privacy and data security and the unauthorized use of, or access to, commercial and personal information, particularly in Europe and China;
- differing and potentially more onerous labor regulations and practices, especially in Europe;
- challenges inherent in efficiently managing, and the increased costs associated with, an increased number of employees over large geographic distances, including the need to implement appropriate systems, policies, benefits, statutory equity requirements and compliance programs that are specific to each jurisdiction;
- unexpected changes in trade relations, regulations, laws or enforcement, including changes to export control restrictions, economic sanctions, and trade embargoes;
- difficulties in managing a business in new markets with diverse cultures, languages, customs, legal systems, alternative dispute systems, and regulatory systems;
- increased travel, real estate, infrastructure and legal compliance costs associated with multiple global locations and subsidiaries;
- currency exchange rate fluctuations and the resulting effect on our revenue and expenses, and the cost and risk of hedging transactions;
- higher levels of credit risk and payment fraud, particularly the risk that excessive fraudulent activity could harm our ability to meet credit card association merchant standards and our right to accept credit cards for payment;
- restrictions on the transfer of funds, such as limitations on our ability to reinvest earnings from operations in one country to fund the capital needs of our operations in other countries;
- laws and business practices favoring local competitors or general market preferences for local vendors;
- reduced or uncertain intellectual property protection or difficulties obtaining, maintaining, protecting or enforcing our intellectual property rights, including foreign government interference with our intellectual property that resides outside of the U.S.; political instability, hostilities, war, or terrorist activities; and subsequent retaliatory measures and sanctions;
- exposure to liabilities under anti-corruption and anti-money laundering laws, including the U.S. Foreign Corrupt Practices Act ("FCPA"), U.S. bribery laws, the United Kingdom ("U.K.") Bribery Act, and similar laws and regulations in other jurisdictions; and
- adverse tax burdens and foreign exchange controls that could make it difficult to repatriate earnings and cash.

If we invest substantial time and resources to grow our business in markets outside the U.S. and are unable to do so successfully and in a timely manner, our business and results of operations will suffer.

We are exposed to collection and credit risks, which could impact our operating results.

Our accounts receivable are subject to collection and credit risks, which could impact our operating results. Our Create Solutions typically include upfront purchase commitments for a one- to three-year subscription, which may be invoiced over multiple reporting periods, increasing these risks. For example, with respect to our Grow Solutions, we rely on payments from advertisers in order to pay our customers their revenue earned from our Unified Auction, LevelPlay and Sonic. We are generally obligated to pay our customers for revenue earned within a negotiated period of time, regardless of whether or not our advertisers have paid us on time, or at all. While we attempt to negotiate a longer payment period with our customers and shorter periods for our advertisers, we are not always successful. As a result we can face a timing issue with our accounts payable on shorter cycles than our accounts receivable, requiring us to remit payments from our own funds, and accept the risk of bad debt. Businesses that are good credit risks at the time of sale may become bad credit risks over time. In times of economic recession, the number of our customers who default on payments owed to us tends to increase. Our operating results may be impacted by significant bankruptcies among customers, which could negatively impact our revenue and cash flows. We cannot assure you that our processes to monitor and mitigate these risks will be effective. If we fail to adequately assess and monitor our credit risks, we could experience longer payment cycles, increased collection costs and higher bad debt expense, and our business, operating results and financial condition could be harmed.

Adverse developments affecting the financial services industry, such as actual events or perceived concerns involving liquidity, defaults or non-performance by financial institutions could adversely affect our financial condition and results of operations.

Actual events involving limited liquidity, defaults, non-performance or other adverse developments that affect financial institutions, transactional counterparties or the financial services industry generally, or concerns or rumors about any such events, have in the past and may in the future lead to market-wide liquidity problems. For example, on March 10, 2023, Silicon Valley Bank ("SVB") was closed by the California Department of Financial Protection and Innovation, which appointed the Federal Deposit Insurance Corporation (the "FDIC"), as receiver. We held cash and cash equivalents with SVB in excess of FDIC-insured amounts, in an amount equal to less than 5% of our cash and cash equivalents. While we did not experience any impact on our operations in connection with such closures, due to subsequent developments or in the event of future liquidity concerns at, or failures of, banks or other financial institutions, we or the parties with whom we conduct business may be unable to access funds pursuant to instruments or lending arrangements with such financial institutions, and our customers may be unable to pay their obligations to us or to enter into new commercial arrangements requiring additional payments to us. In this regard, counterparties to credit agreements and arrangements, and third parties such as beneficiaries of letters of credit (among others), may experience direct impacts from such failures. At times we have deposits at financial institutions above FDIC insurance limits, and uncertainty remains over liquidity concerns in the broader financial industry.

Although we assess our banking relationships as we believe necessary or appropriate, our access to funding sources in amounts adequate to finance or capitalize our current and projected future business operations could be significantly impaired by factors that affect us, or customers, the financial institutions with which we have arrangements directly, or the financial services industry or economy in general. These factors could include, among others, events such as liquidity constraints or failures, the ability to perform obligations under various types of financial, credit or liquidity agreements or arrangements, disruptions or instability in the financial services industry or financial markets, or concerns or negative expectations about the prospects for companies in the financial services industry. These factors could involve financial institutions or financial services industry companies with which we or our customers have financial or business relationships, but could also include factors involving financial markets or the financial services industry generally.

In addition, investor concerns regarding the U.S. or international financial systems could result in less favorable commercial financing terms, including higher interest rates or costs and tighter financial and operating covenants, or systemic limitations on access to credit and liquidity sources, thereby making it more difficult for us to acquire financing on acceptable terms or at all. Any decline in available funding or access to our cash and liquidity resources could, among other risks, adversely impact our ability to meet our operating expenses, financial obligations or fulfill our other obligations, result in breaches of our financial and/or contractual obligations or result in violations of federal or state wage and hour laws. Any of these impacts, or any other impacts resulting from the factors described above or other related or similar factors not described above, could have material adverse impacts on our liquidity and our current and/or projected business operations and financial condition and results of operations.

In addition, any further deterioration in the macroeconomic economy or financial services industry could lead to losses or defaults by parties with whom we conduct business, which in turn, could have an adverse effect on our current and/or projected business operations and results of operations and financial condition. For example, a party with whom we conduct business may fail to make payments when due, default under their agreements with us, become insolvent or declare bankruptcy. Any bankruptcy or insolvency, or the failure to make payments when due, of any counterparty of ours, or the loss of any significant relationships, could result in losses to us and may adversely impact our business.

Fluctuations in currency exchange rates could harm our operating results and financial condition.

We offer our solutions to customers globally and have operations globally. Although the majority of our cash generated from revenue is denominated in U.S. dollars, revenue generated and expenses incurred by our subsidiaries outside of the U.S. are often denominated in the currencies of the local countries. As a result, our consolidated U.S. dollar financial statements have been and will continue to be subject to fluctuations due to changes in exchange rates as the financial results of our non-U.S. subsidiaries are translated from local currencies into U.S. dollars. In particular, the strengthening of the U.S. dollar could continue to negatively impact our business. Our financial results are also subject to changes in exchange rates that impact the settlement of transactions in non-local currencies. Because we conduct business in currencies other than U.S. dollars but report our results of operations in U.S. dollars, we also face remeasurement exposure to fluctuations in currency exchange rates, which could hinder our ability to predict our future results and earnings and could materially impact our results of operations. As a result of the ironSource Merger, we have certain limited forward currency contracts in place to hedge foreign currency exposure, but we have not otherwise engaged in currency hedging activities to limit the risk of exchange fluctuations and, as a result, our financial condition and operating results have been and could continue to be adversely affected by such fluctuations.

We may require additional capital to support the growth of our business, and this capital might not be available on acceptable terms, if at all.

We have funded our operations since inception primarily with sales of our convertible preferred stock, common stock and convertible notes and with cash generated from sales of our Create Solutions and Grow Solutions and from our strategic partnerships. We cannot be certain when or if our operations will generate sufficient cash to fully fund our ongoing operations or the growth of our business. We intend to continue to make investments to support our business and may require additional funds to respond to business challenges, including the need to develop new solutions, products, services or enhance our existing solutions, products or services, enhance our operating infrastructure, expand globally and acquire complementary businesses and technologies. Additional financing may not be available on terms favorable to us, if at all. Macroeconomic conditions like inflation, rising interest rates, geopolitical tension, liquidity concerns at, and failures of, banks and other financial institutions, and supply chain issues have caused and may continue to cause disruption in the global financial markets, which may reduce our ability to access capital and negatively affect our liquidity in the future. If adequate funds are not available on acceptable terms, we may be unable to invest in future growth opportunities, which could harm our business, operating results, and financial condition. If we incur additional debt the debt holders would have rights senior to holders of common stock to make claims on our assets, and the terms of any debt could restrict our operations, including our ability to pay dividends on our common stock. Furthermore, if we issue additional equity securities, stockholders will experience dilution, and the new equity securities could have rights senior to those of holders of our common stock. Our inability to obtain adequate financing on terms satisfactory to us, when we require it, could significantly limit our ability to continue to support our business growth, respond to business challenges, expand our operations or otherwise capitalize on our business opportunities due to lack of sufficient capital. Even if we are able to raise such capital, we cannot assure you that it will enable us to achieve better operating results or grow our business.

Risks Related to Our Platform and Technology***If we do not make our platform, including new versions or technology advancements, easier to use or properly train customers on how to use our platform, our ability to broaden the appeal of our platform and solutions and to increase our revenue could suffer.***

Our platform can be complex to use, and our ability to expand the appeal of our platform depends in part on ensuring that it can be used by a variety of creators. While certain features of our solutions are designed to address the needs of professional developers, we believe that our ability to expand adoption of our platform will depend in part on our ability to address the needs of creators with varied needs and levels of expertise, including artists, animators and sound technicians, as well as new categories of creators and end users, such as architects, civil and mechanical engineers, and designers, in industries beyond gaming. Accordingly, it will be important to our future success that we continue to increase the accessibility of our platform and if we are not able to, our ability to increase adoption of our platform will suffer.

In order to get full use of our platform, users generally need training. We provide a variety of training resources to our customers, and we believe we will need to continue to maintain and enhance the breadth and effectiveness of our training resources as the scope and complexity of our platform increase. If we do not provide effective training resources for our customers on how to efficiently and effectively use our platform, our ability to grow our business will suffer, and our business and results of operations may be adversely affected. Additionally, when we announce or release new versions of our platform or advancements in our technology, we could fail to sufficiently explain or train our customers on how to use such new versions or advancements or we may announce or release such versions prematurely. These failures on our part may lead to our customers being confused about use of our products or expected technology releases, and our ability to grow our business, results of operations, brand and reputation may be adversely affected. For example, such failures have in the past led to customers expressing frustration with our platform on social media and other internet sites.

Interruptions, performance problems, or defects associated with our platform may adversely affect our business, financial condition, and results of operations.

Our reputation and ability to attract and retain customers and grow our business depends in part on our ability to operate our platform at high levels of reliability, scalability and performance, including the ability of our existing and potential customers to access our platform at any time and within an acceptable amount of time. Interruptions in the performance of our platform and solutions, whether due to system failures, computer viruses or physical or electronic break-ins, could affect the availability of our platform. We have experienced, and may in the future experience, disruptions, outages and other performance problems due to a variety of factors, including infrastructure changes, introductions of new functionality, human or software errors, capacity constraints due to an overwhelming number of customers accessing our platform simultaneously, denial of service attacks or other security-related incidents.

It may become increasingly difficult to maintain and improve our performance, especially during peak usage times and as our customer base grows and our platform becomes more complex. If our platform is unavailable or if our customers are unable to access our platform within a reasonable amount of time or at all, we may experience a loss of customers, lost or delayed market acceptance of our platform, delays in payment to us by customers, injury to our reputation and brand, legal claims against us, significant cost of remedying these problems and the diversion of our resources. In addition, to the extent that we do not effectively address capacity constraints, upgrade our systems as needed and continually develop our technology and network architecture to accommodate actual and anticipated changes in technology, our business, financial condition and results of operations, as well as our reputation, may be adversely affected. For example, due to heightened concerns about the regulatory environment with respect to privacy and security matters, our customers are increasingly requesting audit certifications, such as SOC 2, Type II, that we have not yet achieved with respect to some of our products. Failure to achieve these certifications may adversely impact our ability to grow our business at the pace that may be expected by our investors. Additionally, material interruptions to our service due to security-related incidents may expose us to regulatory fines in certain jurisdictions where we operate even in the absence of data loss.

Further, the software technology underlying our platform is inherently complex and may contain material defects or errors, particularly when new products are first introduced or when new features or capabilities are released. We have from time to time found defects or errors in our platform, and new defects or errors in our existing platform or new products may be detected in the future by us or our users. For example, our revenue growth in the first half of 2022 was negatively impacted by challenges with our Grow Solutions products (including a fault in our platform that resulted in reduced accuracy of one of our monetization tools, as well as the consequences of ingesting bad data from a large customer) that reduced the efficacy of such products.

We cannot assure you that our existing platform and new products will not contain defects. Any real or perceived errors, failures, vulnerabilities, or bugs in our platform could result in negative publicity or lead to data security, access, retention or other performance issues, all of which could harm our business. The costs incurred in correcting such defects or errors may be substantial and could harm our business. Moreover, the harm to our reputation and legal liability related to such defects or errors may be substantial and could similarly harm our business.

If we or our third-party service providers experience a security breach or unauthorized parties otherwise obtain access to our customers' data, our data, or our platform, our platform may be perceived as not secure, our reputation may be harmed, our business operations may be disrupted, demand for our products may be reduced, and we may incur significant liabilities.

Operating our business and platform involves the collection, storage and transmission of sensitive, proprietary and confidential information, including personal information of our personnel, customers and their end users, our proprietary and confidential information and the confidential information we collect from our partners, customers and creators.

Cyber-attacks, malicious internet-based activity, online and offline fraud, and other similar activities threaten the confidentiality, integrity, and availability of our sensitive information and information technology systems, and those of the third parties upon which we rely. Such threats are prevalent and continue to rise, are increasingly difficult to detect, and come from a variety of sources, including traditional computer "hackers," threat actors, "hacktivists," organized criminal threat actors, personnel (such as through theft, misuse, or accident), sophisticated nation states, and nation-state-supported actors.

We and the third parties upon which we rely are subject to a variety of constantly evolving threats, including but not limited to, computer malware (including as a result of advanced persistent threat intrusions), software bugs and vulnerabilities, malicious code, viruses and worms, social engineering (including spear phishing and ransomware attacks), denial-of-service attacks (such as credential stuffing attacks), credential harvesting, personnel misconduct or error, supply chain attacks server malfunctions, software or hardware failures, loss of data or other information technology assets, adware, telecommunications failures, and other similar threats. Such incidents have become more prevalent in our industry in recent years. For example, attempts by malicious actors to fraudulently induce our personnel into disclosing usernames, passwords or other information that can be used to access our systems have increased and could be successful. Ransomware attacks are becoming increasingly prevalent and severe and can lead to significant interruptions, delays, or outages in our operations, loss of data, loss of income, significant extra expenses and resources to restore data or systems, reputational harm, and the diversion of funds. Extortion payments may alleviate the negative impact of a ransomware attack, but we may be unwilling or unable to make such payments due to, for example, applicable laws or regulations prohibiting payments. Our security measures could also be compromised by personnel, theft or errors, or be insufficient to prevent harm resulting from security vulnerabilities in software or systems on which we rely. Additionally, our remote workforce poses increased risks to our IT assets and data. Future or past business transactions (such as acquisitions or integrations) could expose us to additional cybersecurity risks and vulnerabilities, as our systems could be negatively affected by vulnerabilities present in acquired or integrated entities' systems and technologies. Furthermore, we may discover security issues that were not found during due diligence of such acquired or integrated entities, and it may be difficult to integrate companies into our information technology environment and security program.

Such incidents have occurred in the past, and may occur in the future, resulting in unauthorized, unlawful or inappropriate access to, inability to access, disclosure of or loss of the sensitive, proprietary and confidential information that we handle. For example, like many companies, we use Log4j with respect to certain software or systems to log security and performance information. A vulnerability in Log4j was discovered in late 2021 and widely exploited by threat actors, and, upon learning of this vulnerability, we made updates to our products and infrastructure intended to reduce risks associated with the vulnerability. Investigations into potential incidents occur on a regular basis as part of our security program. Security incidents could also damage our IT systems, our ability to provide our products and services, and our ability to make the financial reports and other public disclosures required of public companies.

We rely on third parties to provide critical services that help us deliver our solutions and operate our business. In the course of providing their services, these third parties may support or operate critical business systems for us or store or process personal, sensitive, proprietary and/or confidential information on our behalf. These third-party providers may not have adequate security measures and have experienced and could experience in the future security incidents that compromise the confidentiality, integrity or availability of the systems they operate for us or the information they process on our behalf. Such occurrences could adversely affect our business to the same degree as if we had experienced these occurrences directly and we may not have recourse to the responsible third parties for the resulting liability we incur.

Because there are many different cybercrime and hacking techniques and such techniques continue to evolve, we may be unable to anticipate attempted security breaches, react in a timely or effective manner or implement adequate preventative measures. While we have developed systems and processes designed to protect the integrity, confidentiality and security of our and our customers' confidential, proprietary and personal information under our control, we cannot assure you that any security measures that we or our third-party service providers have implemented will be effective against current or future security threats. A security breach or other security incident, or the perception that one has occurred, could result in a loss of customer confidence in the security of our platform and damage to our reputation and brand, reduce demand for our solutions, disrupt normal business operations, require us to incur material costs to investigate and remedy the incident and prevent recurrence, expose us to litigation, regulatory enforcement action, fines, penalties and damages and adversely affect our business, financial condition and results of operations. These risks are likely to increase as we continue to grow and process, store and transmit an increasingly large volume of data.

We have contractual and legal obligations to notify relevant stakeholders of security breaches. Most jurisdictions have enacted laws requiring companies to notify individuals, regulatory authorities and others of security breaches involving certain types of data. In addition, our agreements with certain customers and partners may require us to notify them in the event of a security breach. Such mandatory disclosures are costly, could lead to negative publicity and may cause our customers to lose confidence in the effectiveness of our security measures.

A security breach could lead to claims by our customers, their end users or other relevant parties that we have failed to comply with contractual obligations to implement specified security measures. As a result, we could be subject to legal action or our customers could end their relationships with us. We cannot assure you that the limitations of liability in our contracts would be enforceable or adequate or would otherwise protect us from liabilities or damages. Security breaches could similarly result in enforcement actions by government authorities alleging that we have violated laws requiring us to maintain reasonable security measures.

Additionally, we cannot be certain that our insurance coverage will be adequate for data security liabilities actually incurred, will cover any indemnification claims against us relating to any incident, will continue to be available to us on economically reasonable terms, or at all, or that any insurer will not deny coverage as to any future claim. The successful assertion of one or more large claims against us that exceed available insurance coverage, or the occurrence of changes in our insurance policies, including premium increases or the imposition of large deductible or co-insurance requirements, could adversely affect our reputation, business, financial condition and results of operations.

In addition, we continue to expend significant costs to seek to protect our platform and solutions and to introduce additional security features for our customers, and we expect to continue to have to expend significant costs in the future. Any increase in these costs will adversely affect our business, financial condition and results of operations.

If we fail to timely release updates and new features to our platform and adapt and respond effectively to rapidly changing technology, evolving industry standards, changing regulations, or changing customer needs, requirements, or preferences, our platform may become less competitive.

The market in which we compete is subject to rapid technological change, evolving industry standards, and changing regulations, as well as changing customer needs, requirements and preferences. The success of our business will depend, in part, on our ability to adapt and respond effectively to these changes on a timely basis. For example, emerging technologies like artificial intelligence could impact the way that customers utilize our products as well as enhance the functionality of our products. Accordingly, our ability to increase our revenue depends in large part on our ability to maintain, improve and differentiate our existing platform and introduce new functionality promptly and effectively.

We must continue to improve existing features and add new features and functionality to our platform in order to retain our existing customers and attract new ones. For example, if the technology underlying our high-definition rendering pipeline or our graphics, animation and audio tools become obsolete or do not address the needs of our customers, our business would suffer.

Revenue growth from our products depends on our ability to continue to develop and offer effective features and functionality for our customers and to respond to frequently changing privacy and data security laws and regulations, policies, and end-user demands and expectations, which will require us to incur additional costs to implement. If we do not continue to improve our platform with additional features and functionality in a timely fashion, or if intended improvements to our platform are ineffective or otherwise not well received by customers, our revenue could be adversely affected.

If we fail to deliver timely releases of our products that are ready for commercial use, release a new version, service, tool or update with material errors, or are unable to enhance our platform to keep pace with rapid technological and regulatory changes or respond to new offerings by our competitors, or if new technologies emerge that are able to deliver competitive solutions at lower prices, more efficiently, more conveniently or more securely than our solutions, or if new operating systems, gaming platforms or devices are developed and we are unable to support our customers' deployment of games and other applications onto those systems, platforms or devices, our business, financial condition and results of operations could be adversely affected.

Our business depends on the interoperability of our solutions across third-party platforms, operating systems, and applications, and on our ability to ensure our platform and solutions operate effectively on those platforms. If we are not able to integrate our solutions with third-party platforms in a timely manner, our business may be harmed.

One of the most important features of our platform and solutions is broad interoperability with a range of diverse devices, operating systems and third-party applications. Our customers rely on our solutions to create and simultaneously deploy content to a variety of third-party platforms. Similarly, we and our customers also rely on our solutions' interoperability with third-party platforms in order to deliver services. Currently, we support and have strategic partnerships with over 20 such platforms. Third-party platforms are constantly evolving, and we may not be able to modify our solutions to assure compatibility with that of other third parties following development changes within a timely manner. For example, third-party platforms frequently deploy updates to their hardware or software and modify their system requirements. The success of our business depends on our ability to incorporate these updates to third-party licensed software into our technology, effectively respond to changes to device and operating system platform requirements, and maintain our relationships with third-party platforms. Our success also depends on our ability to simultaneously manage solutions on multiple platforms and our ability to effectively deploy our solutions to an increasing number of new platforms. Given the number of platforms we support, it can be difficult to keep pace with the number of third-party updates that are required in order to provide the interoperability our customers demand. If we fail to effectively respond to changes or updates to third-party platforms that we support, our business, financial condition, and results of operations could be harmed.

We rely upon third-party data centers and providers of cloud-based infrastructure to host our platform. Any disruption in the operations of these third-party providers, limitations on capacity or interference with our use could adversely affect our business, financial condition, and results of operations.

We currently serve our users from co-located data centers in the U.S. We also use various third-party cloud hosting providers such as Google Cloud, AWS and Tencent to provide cloud infrastructure for our platform. Our Create Solutions and Grow Solutions rely on the operations of this infrastructure. Customers need to be able to access our platform at any time, without interruption or degradation of performance, and we provide some customers with service-level commitments with respect to uptime. In addition, our Grow Solutions and enterprise game server hosting depend on the ability of these data centers and cloud infrastructure to allow for our customers' configuration, architecture, features and interconnection specifications and to secure the information stored in these data centers. Any limitation on the capacity of our data centers or cloud infrastructure could impede our ability to onboard new customers or expand the usage of our existing customers, host our products or serve our customers, which could adversely affect our business, financial condition and results of operations. In addition, any incident affecting our data centers or cloud infrastructure that may be caused by cyber-attacks, natural disasters, fire, flood, severe storm, earthquake, power loss, outbreaks of contagious diseases, telecommunications failures, terrorist or other attacks and other similar events beyond our control could negatively affect the cloud-based portion of our platform. A prolonged service disruption affecting our data centers or cloud-based services for any of the foregoing reasons would negatively impact our ability to serve our customers and could damage our reputation with current and potential customers, expose us to liability, cause us to lose customers or otherwise harm our business. We may also incur significant costs for using alternative providers or taking other actions in preparation for, or in response to, events that damage the third-party hosting services we use.

In the event that our service agreements relating to our data centers or cloud infrastructure are terminated, or there is a lapse of service, elimination of services or features that we utilize, interruption of internet service provider connectivity or damage to such facilities, we could experience interruptions in access to our platform, loss of revenue from revenue-share and consumption-based solutions, as well as significant delays and additional expense in arranging or creating new facilities and services or re-architecting our platform for deployment on a different data center provider or cloud infrastructure service provider, which could adversely affect our business, financial condition and results of operations.

Any failure to obtain, maintain, protect or enforce our intellectual property and proprietary rights could impair our ability to protect our proprietary technology and our brand.

Our success depends to a significant degree on our ability to obtain, maintain, protect and enforce our intellectual property rights, including our proprietary technology, know-how and our brand. The steps we take to obtain, maintain, protect and enforce our intellectual property rights may be inadequate. We will not be able to protect our intellectual property rights if we are unable to enforce our rights or if we do not detect unauthorized use of our intellectual property rights. If we fail to protect our intellectual property rights adequately, or fail to continuously innovate and advance our technology, our competitors could gain access to our proprietary technology and develop and commercialize substantially identical products, services or technologies. In addition, defending our intellectual property rights might entail significant expense. Any patents, trademarks or other intellectual property rights that we have or may obtain may be challenged or circumvented by others or invalidated or held unenforceable through administrative processes. In addition, we cannot assure you that our patent applications will result in issued patents, and we may be unable to obtain or maintain patent protection for our technology. In addition, any patents issued from pending or future patent applications or licensed to us in the future may not provide us with competitive advantages, or may be successfully challenged by third parties. Furthermore, legal standards relating to the validity, enforceability and scope of protection of intellectual property rights are uncertain. Despite our precautions, it may be possible for unauthorized third parties to copy our solutions and use information that we regard as proprietary to create products that compete with ours. Patent, trademark, copyright and trade secret protection may not be available to us in every country in which our products are available. The value of our intellectual property could diminish if others assert rights in or ownership of our trademarks and other intellectual property rights, or trademarks that are similar to our trademarks. We may be unable to successfully resolve these types of conflicts to our satisfaction. In some cases, litigation or other actions may be necessary to protect or enforce our trademarks and other intellectual property rights. Furthermore, third parties may assert intellectual property claims against us, and we may be subject to liability, required to enter into costly license agreements, required to rebrand our products or prevented from selling some of our products if third parties successfully oppose or challenge our trademarks or successfully claim that we infringe, misappropriate or otherwise violate their trademarks or other intellectual property rights. In addition, the laws of some foreign countries may not be as protective of intellectual property rights as those in the U.S., and mechanisms for enforcement of intellectual property rights may be inadequate. As we expand our global activities, our exposure to unauthorized copying and use of our platform and proprietary information will likely increase. Moreover, policing unauthorized use of our technologies, trade secrets and intellectual property may be difficult, expensive and time-consuming, particularly in foreign countries where the laws may not be as protective of intellectual property rights as those in the U.S. and where mechanisms for enforcement of intellectual property rights may be weak. Accordingly, despite our efforts, we may be unable to prevent third parties from infringing upon, misappropriating or otherwise violating our intellectual property rights.

We enter into confidentiality and invention assignment agreements with our employees and consultants and enter into confidentiality agreements with other third parties, including suppliers and other partners. However, we cannot guarantee that we have entered into such agreements with each party that has or may have had access to our proprietary information, know-how and trade secrets or that has or may have developed intellectual property in connection with their engagement with us. Moreover, we cannot assure you that these agreements will be effective in controlling access to, distribution, use, misuse, misappropriation, reverse engineering or disclosure of our proprietary information, know-how and trade secrets. Further, these agreements may not prevent our competitors from independently developing technologies that are substantially equivalent or superior to our platform. These agreements may be breached, and we may not have adequate remedies for any such breach.

In order to protect our intellectual property rights, we may be required to spend significant resources to monitor and protect our intellectual property rights. Litigation may be necessary in the future to enforce our intellectual property rights, such as rights under our software licenses, and to protect our trade secrets. Litigation brought to protect and enforce our intellectual property rights could be costly, time-consuming and distracting to management, and could result in the impairment or loss of portions of our intellectual property. Further, our efforts to enforce our intellectual property rights may be met with defenses, counterclaims and countersuits attacking the validity and enforceability of our intellectual property rights, and if such defenses, counterclaims or countersuits are successful, we could lose valuable intellectual property rights. Our inability to enforce our unique licensing structure, including financial eligibility tiers, and our inability to protect our proprietary technology against unauthorized copying or use, as well as any costly litigation or diversion of our management's attention and resources, could delay further sales or the implementation of our solutions, impair the functionality of our platform, delay introductions of new solutions, result in our substituting inferior or more costly technologies into our products, or injure our reputation.

We license and make available source code to customers. Although those customers are restricted in the manner in which they can use and share our source code, we cannot assure you that unauthorized use or copying of our source code will not occur. We rely on periodic significant updates to our source code to encourage our customers to access our source code through us on a paying or, for qualified users, non-paying, basis. However, we cannot assure you that this strategy will be effective in ensuring that users are not misusing or accessing our source code on an authorized basis.

Our ability to acquire and maintain licenses to intellectual property may affect our revenue and profitability. These licenses may become more expensive and increase our costs.

While most of the intellectual property we use is created by us, we have also acquired rights to proprietary intellectual property that provide key features and functionality in our solutions. We have also obtained rights to use intellectual property through licenses and service agreements with third parties.

Proprietary licenses typically limit our use of intellectual property to specific uses and for specific time periods. If we are unable to maintain these licenses or obtain additional licenses on reasonable economic terms or with significant commercial value, our revenue and profitability may be adversely impacted. These licenses may become more expensive and increase the advances, guarantees and royalties that we may pay to the licensor, which could significantly increase our costs and adversely affect our profitability.

We have been and may in the future become subject to intellectual property disputes, which are costly and may subject us to significant liability and increased costs of doing business.

We have faced and may in the future, face intellectual property disputes. Such disputes and intellectual property litigation can be time-consuming and expensive to resolve and they divert management's time and attention. Companies in the internet, technology and gaming industries own large numbers of patents, copyrights, trademarks, domain names and trade secrets and frequently enter into litigation based on allegations of infringement, misappropriation or other violations of intellectual property or other rights. As we face increasing competition and gain a higher profile, the possibility of intellectual property rights and other claims against us grows. Our technologies may not be able to withstand any third-party claims against their use. In addition, many companies have the capability to dedicate substantially greater resources to enforce their intellectual property rights and to defend claims that may be brought against them. Any litigation may also involve patent holding companies or other adverse patent owners that have no relevant product revenue, and therefore, our patents and patent applications may provide little or no deterrence as we would not be able to assert them against such entities or individuals. If a third party is able to obtain an injunction preventing us from accessing such third-party intellectual property rights, or if we cannot license or develop alternative technology for any infringing aspect of our business, we would be forced to limit or stop sales of our solutions or cease business activities related to such intellectual property. In addition, we may need to settle litigation and disputes on terms that are unfavorable to us. Although we carry general liability insurance and patent infringement insurance, our insurance may not cover potential claims of this type or may not be adequate to indemnify us for all liability that may be imposed. We cannot predict the outcome of lawsuits and cannot ensure that the results of any such actions will not have an adverse effect on our business, financial condition or results of operations. Any intellectual property claim asserted against us, or for which we are required to provide indemnification, may require us to do one or more of the following:

- cease selling or using products that incorporate the intellectual property rights that we allegedly infringe, misappropriate or violate;
- make substantial payments for legal fees, settlement payments or other costs or damages;
- obtain a license, which may not be available on reasonable terms or at all, to sell or use the relevant technology; or
- redesign or rebrand the allegedly infringing products to avoid infringement, misappropriation or violation, which could be costly, time-consuming or impossible.

Even if the claims do not result in litigation or are resolved in our favor, there could be public announcements of the results of hearings, motions or other interim proceedings or developments and if securities analysts or investors perceive these results to be negative, it could have a substantial adverse effect on the price of our common stock. We expect that the occurrence of infringement claims is likely to grow as the market for our solutions grow. Accordingly, our exposure to damages resulting from infringement claims could increase, and this could further exhaust our financial and management resources.

We use open source software in our products, which could negatively affect our ability to sell our services or subject us to litigation or other actions.

We use open source software in our products, and we expect to continue to incorporate open source software in our services in the future. Few of the licenses applicable to open source software have been interpreted by courts, and these licenses could be construed in a manner that could impose unanticipated conditions or restrictions on our ability to commercialize our products. Moreover, we cannot ensure you that we have not incorporated additional open source software in our software in a manner that is inconsistent with the terms of the applicable license or our current policies and procedures. Depending on the terms of certain of these licenses, we may be subject to certain requirements, including that we make source code available for modifications or derivative works we create based upon, incorporating or using the open source software and that we license such modifications or derivative works under the terms of applicable open source licenses. If an author or other third party that distributes such open source software were to allege that we had not complied with the conditions of one or more of these licenses, we could be required to incur significant legal expenses defending against such allegations and could be subject to significant damages, enjoined from the sale of our products that contained the open source software and required to comply with onerous conditions or restrictions on these products, which could disrupt the distribution and sale of these products. From time to time, there have been claims challenging the ownership rights in open source software against companies that incorporate it into their products, and the licensors of such open source software provide no warranties or indemnities with respect to such claims. As a result, we and our customers could be subject to lawsuits by parties claiming ownership of what we believe to be open source software. Litigation could be costly for us to defend, or require us to devote additional research and development resources to change our products, either of which could harm our business. In addition, although we employ open source software license screening measures, if we were to combine our proprietary software products with certain open source software in a particular manner we could, under certain open source licenses, be required to release the source code of our proprietary software products. Some open source projects have known vulnerabilities and architectural instabilities and are provided on an "as-is" basis which, if not properly addressed, could negatively affect the performance of our product. If we inappropriately use or incorporate open source software subject to certain types of open source licenses that challenge the proprietary nature of our products, we may be required to re-engineer such products, discontinue the sale of such products or take other remedial actions.

Risks Related to Our Management, and Brand

Attracting, managing, and retaining our talent is critical to our success.

Our success and future growth depend upon the continued services of our management team and other key employees. In particular, our President and Chief Executive Officer, John Riccitiello, is critical to our overall management, as well as the continued development of our platform, our culture and our strategic direction. Changes in our management team, including changes due to the ironSource Merger, could disrupt our business. We also are dependent on the continued service of our existing software engineers because of the complexity of our solutions. The loss of one or more members of our senior management, especially Mr. Riccitiello, or key employees could harm our business, and we may not be able to find adequate replacements. We cannot ensure that we will be able to retain the services of any members of our senior management or key employees. For example, certain of our senior management members are subject to share holding thresholds under an Israeli tax ruling we obtained in connection with the ironSource Merger. Their noncompliance with such tax ruling may result in adverse tax consequences to them which could harm their morale and that of their teams, and ultimately harm our business.

In addition, we must attract and retain highly qualified personnel. We have had difficulty quickly filling certain open positions in the past, and despite recent reevaluation of our headcount needs, slowing down our hiring efforts, and reductions in headcount, we expect to have significant future hiring needs. Competition is intense, particularly in the San Francisco Bay Area, Tel Aviv, and other areas in which we have offices, for engineers experienced in designing and developing cloud-based platform products, data scientists with experience in machine learning and artificial intelligence and experienced sales professionals. In order to continue to access top talent, we need to effectively execute any return to office plans or accommodate hybrid workers, which may add to the complexity and costs of our business operations. In addition, the recent move by companies to offer a remote or hybrid work environment may increase the competition for such employees from competitors outside of our traditional office locations. Many of the companies with which we compete for experienced personnel have greater resources than we have. If we hire employees from competitors or other companies, their former employers may attempt to assert that these employees or we have breached their legal obligations, resulting in a diversion of our time and resources.

In addition, prospective and existing employees often consider the value of the equity awards they receive in connection with their employment. If the perceived or actual value of our equity awards declines, it may not be as effective an incentive for attracting, retaining, and motivating employees. New hires require training and take time before they achieve full productivity. New employees may not become as productive as we expect, and we may be unable to hire or retain sufficient numbers of qualified individuals. If we fail to attract new personnel or fail to retain and motivate our current personnel, our business and future growth prospects would be harmed.

If we fail to maintain and enhance our brand, our ability to expand our customer base will be impaired and our business, financial condition, and results of operations may suffer.

We believe that maintaining and enhancing our brand reputation is important to support the marketing and sale of our platform to new and existing customers, and grow our strategic partnerships. We also believe that the importance of brand recognition will increase as competition in our market increases. Successfully maintaining and enhancing our brand will depend largely on the effectiveness of our marketing efforts, our ability to offer a reliable platform that continues to meet the needs and preferences of our customers at competitive prices, our ability to maintain our customers' trust, our ability to continue to develop new functionality to address a wide variety of use cases and our ability to successfully differentiate our platform from competitors. Our ability to manage potential social and ethical issues arising out of emerging technologies including artificial intelligence could impact our brand and customer adoption of our products. Our brand promotion activities may not generate customer awareness or yield increased revenue, and even if they do, any increased revenue may not offset the expenses we incur in building our brand. If we fail to successfully promote and maintain our brand, our business, financial condition and results of operations may suffer.

Risks Related to Laws, Regulations, and the Global Economy

We are subject to rapidly changing and increasingly stringent laws, regulations, contractual obligations, and industry standards relating to privacy, data security, and the protection of children. The restrictions and costs imposed by these requirements, or our actual or perceived failure to comply with them, could harm our business.

Our products, and particularly our Grow Solutions, rely on our ability to process sensitive, proprietary, confidential, and regulated information, including personal information, that belongs to us or that we handle on behalf of others such as our customers. These activities are regulated by a variety and increasing number of federal, state, local, and foreign privacy and data security laws and regulations, which have become increasingly stringent in recent years and continue to evolve, requiring significant resources for compliance. Any actual or perceived non-compliance could result in litigation and regulatory proceedings against us, fines and civil or criminal penalties, obligations to cease offerings or to substantially modify our Grow Solutions in ways that make them less effective in certain jurisdictions, negative publicity, and reduced overall demand for our platform or reduced returns on our Grow Solutions.

Internationally, most jurisdictions in which we or our customers operate have adopted privacy and data security laws. For example, European privacy and data security laws, including the European Union's General Data Protection Regulation ("EU GDPR"), the European Union's Digital Services Act, the United Kingdom's GDPR ("UK GDPR") and others, impose significant and complex burdens on processing personal information and provide for robust regulatory enforcement and significant penalties for noncompliance. For example, under the EU GDPR, companies can face litigation, bans on data processing, fines of up to the greater of 20 million Euros or 4% of worldwide annual revenue, and private litigation related to processing of personal information brought by classes of data subjects or consumer protection organizations authorized at law to represent their interests. Regulators, courts, and platforms have increasingly interpreted the GDPR and other privacy and data security laws as requiring affirmative opt-in consent to use cookies and similar technologies for personalization, advertising, and analytics. Proposed regulations could also impose onerous obligations related to artificial intelligence ("AI"), the use of cookies and other online tracking technologies on which our products rely, and online direct marketing. Any of these could increase our exposure to regulatory enforcement actions, increase our compliance costs, and adversely affect our business.

Globally, certain jurisdictions have enacted laws that may require data localization and have imposed requirements for cross-border transfers of personal information. For example, the cross-border transfer landscape in Europe remains unstable despite an agreement in principle between the U.S. and Europe, and other countries outside of Europe have enacted or are considering enacting cross border data transfer restrictions and laws requiring data residency. The EU GDPR, UK GDPR, and other European privacy and data security laws generally prohibit the transfer of personal information to countries outside the European Economic Area ("EEA"), such as the U.S., that are not considered by the European Commission to provide an adequate level of data protection. Although there are currently various mechanisms that may be used to transfer personal information from the EEA and the United Kingdom to the U.S. in compliance with law, these mechanisms are subject to legal challenges, and there is no assurance that we can satisfy or rely on these mechanisms. The future of cross-border data transfers remains uncertain in light of the evolving regulatory landscape both within and outside of Europe, which could increase the cost and complexity of doing business. If we cannot implement a valid mechanism for cross-border personal information transfers, we may face increased exposure to regulatory actions, litigation, penalties, and data processing restrictions or bans, and reduce demand for our services. Loss of our ability to import personal information from Europe and elsewhere may also require us to increase our data processing capabilities outside the U.S. at significant expense.

Similarly, China's Personal Information Protection Law and Data Security Law, Canada's Personal Information Protection and Electronic Documents Act, related provincial laws, and Canada's Anti-Spam Legislation, Israel's Privacy Protection Law 5741-1981, and new and emerging privacy and data security regimes in other jurisdictions in which we operate, such as Japan's Act on the Protection of Personal Information, Singapore's Personal Data Protection Act, and South Korea's Personal Information Protection Act, broadly regulate processing of personal information and impose comprehensive compliance obligations and penalties.

In the U.S., federal, state, and local governments have enacted numerous privacy and data security laws, including data breach notification laws, personal information privacy laws, health information privacy laws, and consumer protection laws. For example, the Telephone Consumer Protection Act ("TCPA") imposes various consumer consent requirements and other restrictions on certain telemarketing activity and other communications with consumers by phone, fax or text message. TCPA violations can result in significant financial penalties, including penalties or criminal fines imposed by the Federal Communications Commission or fines of up to \$1,500 per violation imposed through private litigation or by state authorities. Some states have enacted laws similar to the TCPA, with similar potential exposure. In addition, the California Consumer Privacy Act ("CCPA"), which applies to personal information of consumers, business representatives, employees, and other individuals with whom we interact, imposes a number of obligations on covered businesses, including requirements to respond to requests from California residents related to their personal information. The CCPA contains significant potential penalties for noncompliance (up to \$7,500 per violation). Additionally, the California Privacy Rights Act expands the CCPA's requirements, including by adding new rights and establishing a new regulatory agency to implement and enforce the law. Other states are considering or have also enacted privacy and data security laws. For example, Virginia, Utah, Colorado, Connecticut, and Iowa have similarly enacted comprehensive privacy and data security laws increasing the costs and resources need for compliance. Our actual or perceived noncompliance with these and other emerging state laws could harm our business.

There is also increasing focus at the state and federal level on use of sensitive categories of data that we may be deemed to collect from time to time. For example, several states and localities have enacted statutes banning or restricting the collection of biometric information and have enacted measures related to the use of AI and machine learning in products and services. In addition, some of our products employ technology to help creators build augmented and virtual reality applications, and their use to recognize and collect information about individuals could be perceived as subject to the emerging regulations relating to biometric privacy laws. Although we aim to comply with these emerging laws, our actual or perceived noncompliance may expose us to litigation and regulatory risks. There are emerging cases applying existing privacy and data security laws in the U.S., such as the federal and state wiretapping laws in novel and potentially impactful ways that may affect our ability to offer certain products. The outcome of these cases could cause us to make changes to our products to avoid costly litigation, government enforcement actions, damages, and penalties under these laws, which could adversely affect our business, results of operations, and our financial condition.

Another area of increasing focus by regulators is children's privacy. Enforcement of longstanding privacy laws, such as the Children's Online Privacy Protection Act ("COPPA"), has increased and may continue under the new generation of privacy and data security laws and regulations, such as the GDPR, CCPA, the UK's Information Commissioner's Office Age Appropriate Design Code ("Children's Code"), and the California Age-Appropriate Design Code Act ("Design Code"). European regulators are expected to introduce guidance for age appropriate design across all countries implementing the GDPR as well. We have previously been subject to claims related to the privacy of minors predicated on COPPA and other privacy and data security laws, and we may in the future face claims under COPPA, the GDPR, the Children's Code, the CCPA, the Design Code, or other laws relating to children's privacy and data security.

In addition to increasing government regulation, we have obligations relating to privacy and data security under our published policies and documentation, contracts and applicable industry standards. For example, we may also be subject to the Payment Card Industry Data Security Standard ("PCI DSS"), which requires companies to adopt certain measures to ensure the security of cardholder information, including using and maintaining firewalls, adopting proper password protections for certain devices and software, and restricting data access. Noncompliance with PCI-DSS can result in penalties ranging from \$5,000 to \$100,000 per month by credit card companies, litigation, damage to our reputation, and revenue losses.

Our business is materially reliant on revenue from behavioral, interest-based, or tailored advertising (collectively, "targeted advertising"), but delivering targeted advertisements is becoming increasingly difficult due to changes to our ability to gather information about user behavior through third party platforms, new laws and regulations, and consumer resistance. Major technology platforms on which we rely to gather information about consumers have adopted or proposed measures to provide consumers with additional control over the collection, use, and sharing of their personal data for targeted advertising purposes. For example, Apple allows users to easily opt-out of activity tracking across devices, which has impacted and may continue to impact our business. Similarly, Google announced similar plans to adopt additional privacy controls on its Android devices to allow users to limit sharing of their data with third parties and reduce cross-device tracking for advertising purposes. Additionally, Google has announced that it intends to phase out third-party cookies in its Chrome browser, which could make it more difficult for us to target advertisements. Other browsers, such as Firefox and Safari, have already adopted similar measures.

In addition, legislative proposals and present laws and regulations regulate the use of cookies and other tracking technologies, electronic communications, and marketing. For example, in the EEA and the U.K., regulators are increasingly focusing on compliance with requirements related to the targeted advertising ecosystem. European regulators have issued significant fines in certain circumstances where the regulators alleged that appropriate consent was not obtained in connection with targeted advertising activities. It is anticipated that the ePrivacy Regulation and national implementing laws will replace the current national laws implementing the ePrivacy Directive, which may require us to make significant operational changes. In the U.S., state privacy laws including the CCPA, grant residents the right to opt-out of most forms of targeted advertising (or to opt-in, in the case of residents under age 16). Some of the laws also require covered businesses to honor user-enabled browser signals from the Global Privacy Control. Partially as a result of these developments, individuals are becoming increasingly resistant to the collection, use, and sharing of personal data to deliver targeted advertising. Individuals are now more aware of options related to consent, "do not track" mechanisms (such as browser signals from the Global Privacy Control), and "ad-blocking" software to prevent the collection of their personal information for targeted advertising purposes. As a result, we may be required to change the way we market our products, and any of these developments or changes could materially impair our ability to reach new or existing customers or otherwise negatively affect our operations.

Although we endeavor to comply with these obligations, we may have actually or allegedly failed to do so or have otherwise processed data improperly. For example, in 2019, we became aware of a research paper alleging that our software, including an older version of the Unity Editor, was inappropriately configured to collect hardware-based persistent identifiers, or MAC addresses. Although we did not use this information to measure behavior or track individuals as alleged by the researchers and we have disabled the configuration described in the paper, we could be subject to enforcement action or litigation alleging that this instance or our other data processing practices violate our contractual obligations, policies, federal or state laws prohibiting unfair or deceptive business practices, or other privacy laws. In response to the increasing restrictions of global privacy and data security laws, our customers have sought and may continue to seek increasingly stringent contractual assurances regarding our handling of personal information, and may adopt internal policies that limit their use of our Grow Solutions. In addition, privacy advocates and industry groups have regularly proposed, and may propose in the future, self-regulatory standards by which we are legally or contractually bound. If we fail to comply with these contractual obligations or standards, we may face substantial contractual liability or fines. The requirements imposed by rapidly changing privacy and data security laws, platform providers, and application stores require us to dedicate significant resources to compliance, and could also limit our ability to operate, harm our reputation, reduce demand for our products, and subject us to regulatory enforcement action, private litigation, and other liability. Such occurrences could adversely affect our business, financial condition, and results of operations.

Companies and governmental agencies may restrict access to platforms, our website, mobile applications, application stores or the Internet generally, which could lead to the loss or slower growth of our customers' end users and negatively impact our operations.

Governmental agencies in any of the countries in which we, our customers or end users are located, such as China, could block access to or require a license for our platform, our website, mobile applications, operating system platforms, application stores or the Internet generally for a number of reasons, including security, confidentiality or regulatory concerns. If companies or governmental entities block, limit or otherwise restrict customers from accessing our platform, or end users from playing games developed or operated on our platform, our business could be harmed.

Further, some countries may block data transfers as a result of businesses collecting data within a country's borders as part of broader privacy-related concerns, which could affect our business. For example, the Indian government blocked the distribution of several applications of Chinese origin in the interest of sovereignty and integrity of India, defense of India, and security of the Indian state. In undertaking this action, the Indian government partially blocked some of Unity's services. While our services were ultimately unblocked in that instance, if other countries block our data transfers or services or take similar action against us, our customers, our services, and our business could be harmed.

Adverse changes in the geopolitical relationship between the U.S. and China or changes in China's economic and regulatory landscape could have an adverse effect on business conditions.

Because our continued business operations in China, including our joint venture in China, constitute a significant part of our current and future revenue growth plans, adverse changes in economic and political policies relating to China could have an adverse effect on our business. An escalation of recent trade tensions between the U.S. and China has resulted in trade restrictions that harm our ability to participate in Chinese markets. For example, U.S. export control regulations relating to China have created restrictions with respect to the sale of our products to various Chinese customers and further changes to regulations could result in additional restrictions. Additionally, proposed restrictions in the U.S. on outbound investment may impair our ability to support our subsidiaries in China, including our majority owned joint venture. Sustained uncertainty about, or worsening of, current global economic conditions and further escalation of trade tensions between the U.S. and its trading partners, especially China, could result in a global economic slowdown and long-term changes to global trade, including retaliatory trade restrictions that further restrict our ability to operate in China.

Any actions and policies adopted by the government of the People's Republic of China ("PRC"), particularly with regard to intellectual property rights and existing cloud-based and Internet restrictions for non-Chinese businesses, or any prolonged slowdown in China's economy, due to the COVID-19 pandemic or otherwise, could have an adverse effect on our business, results of operations and financial condition.

In particular, PRC laws and regulations impose restrictions on foreign ownership of companies that engage in internet, market survey, cloud-based services and other related businesses from time to time. Accordingly, our ability to offer cloud-based services in China depends on our ability to implement and maintain structures that are acceptable under PRC laws. Our failure to do so could harm our business, financial condition, and operating results.

We are subject to anti-corruption, anti-bribery, anti-money laundering, and similar laws, and non-compliance with such laws can subject us to criminal or civil liability and harm our business, financial condition and results of operations.

We are subject to the FCPA, U.S. domestic bribery laws, the U.K. Bribery Act and other anti-corruption and anti-money laundering laws in the countries in which we conduct activities. As we increase our global sales and business to the public sector and further develop our reseller channel, we may engage with business partners and third-party intermediaries to market our solutions and obtain necessary permits, licenses and other regulatory approvals. In addition, we or our third-party intermediaries may have direct or indirect interactions with officials and employees of government agencies or state-owned or affiliated entities. We can be held liable for the corrupt or other illegal activities of these third-party intermediaries, our employees, representatives, contractors, partners and agents, even if we do not authorize such activities.

Compliance with such laws is costly, we cannot assure you that none of our employees and agents will take actions in violation of our policies and applicable law, for which we may be ultimately held responsible.

In addition, noncompliance with these laws could subject us to whistleblower complaints, investigations, civil or criminal penalties, reputational harm, and adverse media coverage any of which could harm our business.

We are subject to governmental export and import controls and economic sanctions laws that could impair our ability to compete in global markets or subject us to liability if we violate the controls.

Various countries in which we operate regulate the import and export of certain encryption and other technology, including import and export licensing requirements, and have enacted laws that could limit our ability to distribute our products or could limit our customers' ability to implement our products in those countries. Our products and services are subject to export controls and economic sanctions laws and regulations of the United States and potentially other jurisdictions in which we have operations. Compliance with such laws and regulations can be time-consuming and may result in the delay or loss of sales opportunities.

We previously inadvertently provided products and services to some customers in apparent violation of U.S. export control and economic sanctions laws. After voluntarily disclosing such noncompliance to relevant U.S. authorities, we received a warning letter, with no imposition of monetary fines or penalties. In the future, if we, or our resellers, are found to be in violation of U.S. sanctions or export control regulations, significant fines or penalties and possible incarceration for responsible employees and managers, as well as reputational harm and loss of business, could result.

Any change in export or import regulations—including proposed additional regulation of encryption technology—economic sanctions or related legislation, increased export and import controls, or change in the countries, governments, persons or technologies targeted by such regulations, could result in decreased use of our platform by, or in our decreased ability to export or sell our products to, existing or potential customers with global operations which would adversely affect our business, results of operations, and growth prospects.

Sales to government entities and highly regulated organizations are subject to a number of challenges and risks.

We sell our offerings, particularly within our Create Solutions, to a variety of domestic and foreign governmental agency customers, as well as to customers in highly regulated industries. Selling to such entities can be highly competitive, expensive and time-consuming, often requiring significant upfront time and expense without any assurance that these efforts will generate a sale. Government demand and payment for solutions are affected by public sector budgetary cycles and funding authorizations and funding reductions or delays may adversely affect public sector demand that could develop for our solutions.

Further, these entities may demand or require contract terms and product features or certifications that differ from our standard arrangements and are less favorable or more difficult to maintain than our standard terms or product features. If we are unable to agree to contracting requirements of governmental entities, we may be limited in our ability to sell our solutions to these customers. Such entities may have statutory, contractual or other legal rights to terminate contracts with us or our partners for convenience or for other reasons. Any such termination may adversely affect our ability to provide our platform to other government customers and could adversely impact our reputation, business, financial condition and results of operations.

We could be required to collect additional sales, value added or similar taxes or be subject to other tax liabilities that may increase the costs our clients would have to pay for our solutions and adversely affect our results of operations.

We collect sales, value added or similar indirect taxes in a number of jurisdictions. An increasing number of states have considered or adopted laws that attempt to impose sales tax collection obligations on out-of-state companies. Similarly, many foreign jurisdictions have considered or adopted laws that impose taxes on companies despite not having a physical presence in the foreign jurisdiction, including digital service taxes. A successful assertion by one or more states, or foreign jurisdictions, requiring us to collect taxes where we presently do not do so, or to collect more taxes in a jurisdiction in which we currently do collect some taxes, could result in substantial tax liabilities, including taxes on past sales, as well as penalties and interest. This could also create additional administrative burdens for us, put us at a competitive disadvantage if they do not impose similar obligations on our competitors, and decrease our future sales, which could harm our business and results of operations.

Changes in our effective tax rate or tax liability may have an adverse effect on our results of operations.

Our effective tax rate could increase due to several factors, including:

- changes in the relative amounts of income before taxes in the various jurisdictions in which we operate that have differing statutory tax rates;
- changes in tax laws, tax treaties, and regulations or the interpretation of them;
- changes to our assessment of our ability to realize our deferred tax assets that are based on estimates of our future results, the feasibility of possible tax planning strategies, and the economic and political environments in which we do business;
- the outcome of current and future tax audits, examinations or administrative appeals; and
- limitations or adverse findings regarding our ability to do business in some jurisdictions.

Any of these developments could adversely affect our results of operations.

Uncertainties in the interpretation and application of existing, new and proposed tax laws and regulations could materially affect our tax obligations and effective tax rate.

The tax regimes to which we are subject or under which we operate are unsettled and may be subject to significant change. The issuance of additional guidance related to existing or future tax laws, or changes to tax laws, tax treaties or regulations proposed or implemented by the current or a future U.S. presidential administration, Congress, or taxing authorities in other jurisdictions, including jurisdictions outside of the United States, could materially affect our tax obligations and effective tax rate. To the extent that such changes have a negative impact on us, including as a result of related uncertainty, these changes may adversely impact our business, financial condition, results of operations, and cash flows.

The amount of taxes we pay in different jurisdictions depends on the application of the tax laws of various jurisdictions, including the United States, to our international business activities, the relative amounts of income before taxes in the various jurisdictions in which we operate, new or revised tax laws, or interpretations of tax laws and policies, the outcome of current and future tax audits, examinations or administrative appeals, our ability to realize our deferred tax assets, and our ability to operate our business in a manner consistent with our corporate structure and intercompany arrangements.

Our ability to use our net operating losses, credits, and certain other tax attributes to offset future taxable income or taxes may be subject to certain limitations.

As of December 31, 2022, we had net operating loss ("NOL") carryforwards for U.S. federal, state, and foreign purposes of \$785.8 million, \$415.0 million, and \$1.1 billion, respectively, which may be available to offset taxable income in the future, and portions of which expire in various years beginning in 2024. A lack of future taxable income would adversely affect our ability to utilize a portion of these NOLs before they expire. Under the current law, federal NOLs incurred in tax years beginning after December 31, 2017, may be carried forward indefinitely, but the deductibility of such federal NOLs, is limited to 80% of taxable income. In addition, under Sections 382 and 383 of the Internal Revenue Code of 1986, as amended (the "Code"), a corporation that undergoes an "ownership change" (as defined under Section 382 of the Code and applicable Treasury Regulations) is subject to limitations on its ability to utilize its pre-change NOL carryforwards and certain other tax attributes to offset post-change taxable income or taxes. We may experience future ownership changes that could affect our ability to utilize our NOL carryforwards to offset our income. Furthermore, our ability to utilize NOL carryforwards of companies that we have acquired or may acquire in the future may be subject to limitations. In addition, at the state level, there may be periods during which the use of NOL carryforwards is suspended or otherwise limited, which could accelerate or permanently increase state taxes owed. For these reasons, we may not be able to utilize all of the NOLs, even if we attain profitability, which could potentially result in increased future tax liability to us and could adversely affect our operating results and financial condition.

The tax benefits that are available to us require us to continue to meet various conditions and may be terminated or reduced in the future, which could increase our costs and taxes.

We believe that our main Israeli subsidiaries acquired as part of the ironSource Merger are eligible for certain tax benefits provided to a "Preferred Technological Enterprise" under the Israeli Law for the Encouragement of Capital Investments, 5719-1959 (the "Investment Law"). In order to remain eligible for the tax benefits provided to a "Preferred Technological Enterprise" we must continue to meet certain conditions stipulated in the Investment Law and its regulations, as amended. If these tax benefits are reduced, canceled or discontinued, our Israeli taxable income from the Preferred Technological Enterprise would be subject to a higher corporate tax rate in Israel. The standard corporate tax rate for Israeli companies has been 23% since 2018.

Any legal proceedings, claims against us, or other disputes could be costly and time-consuming to defend and could harm our reputation regardless of the outcome.

We are and may in the future become subject to legal proceedings and claims that arise from time to time, such as claims brought by our customers in connection with commercial disputes, employment claims made by our current or former employees, or securities class action litigation suits. For example, we are currently defending against a putative securities class action complaint, and related derivative complaints, alleging that we or our executives made false or misleading statements and/or failed to disclose issues with our product platform.

Any litigation or dispute, whether meritorious or not, and whether or not covered by insurance, could harm our reputation, will increase our costs and may divert management's attention, time and resources, which may in turn harm our business, financial condition and results of operations.

We are subject to laws and regulations worldwide, many of which are unsettled and still developing and which could increase our costs or adversely affect our business.

We are subject to a variety of laws in the U.S. and abroad that affect our business, including state and federal laws regarding consumer protection, advertising, electronic marketing, protection of minors, privacy and data security, data localization requirements, online services, anti-competition, labor, real estate, taxation, intellectual property ownership and infringement, export and national security, tariffs, anti-corruption and telecommunications, all of which are continuously evolving and developing. The scope and interpretation of the laws that are or may be applicable to us are often uncertain and may be conflicting, particularly laws outside the U.S., and compliance with laws, regulations and similar requirements may be burdensome and expensive. Laws and regulations may be inconsistent from jurisdiction to jurisdiction, which may increase the cost of compliance and doing business. Any such costs, which may rise in the future as a result of changes in these laws and regulations or in their interpretation, could make our platform less attractive to our customers or cause us to change or limit our ability to sell our platform. We have policies and procedures designed to ensure compliance with applicable laws and regulations, but we cannot assure you that our employees, contractors or agents will not violate such laws and regulations or our policies and procedures.

In particular, as a result of our Grow Solutions, we are potentially subject to a number of foreign and domestic laws and regulations that affect the offering of certain types of content, such as that which depicts violence, many of which are ambiguous, still evolving and could be interpreted in ways that could harm our business or expose us to liability. In addition, there are ongoing academic, political and regulatory discussions in the U.S., Europe, Australia and other jurisdictions regarding whether certain game mechanisms, such as loot boxes, and game genres, such as social casino, rewarded gaming and gambling, should be subject to a higher level or different type of regulation than other game genres or mechanics to protect consumers, in particular minors and persons susceptible to addiction, and, if so, what such regulation should include. New regulation by the U.S. federal government and its agencies, such as the FTC, U.S. states and state agencies or foreign jurisdictions, which may vary significantly across jurisdictions, could require that certain game content be modified or removed from games, increase the costs of operating our customer's games, impact player engagement and thus the functionality and effectiveness of our Grow Solutions or otherwise harm our business performance. For example, one of our acquired products within our Grow Solutions, Tapjoy's Offerwall, is subject to certain obligations under a consent order which resulted from an FTC investigation. Noncompliance with this consent order, or other future orders, may result in the imposition of substantial fines, penalties and costs that would adversely impact our financial condition and operating results. It is difficult to predict how existing or new laws may be applied. If we become liable, directly or indirectly, under these laws or regulations, we could be harmed, and we may be forced to implement new measures to reduce our exposure to this liability. This may require us to expend substantial resources or to modify our Grow Solutions, which would harm our business, financial condition and results of operations. In addition, the increased attention focused upon liability issues as a result of lawsuits and legislative proposals could harm our reputation or otherwise impact the growth of our business. Any costs incurred as a result of this potential liability could harm our business, financial condition, or results of operations.

It is possible that a number of laws and regulations may be adopted or construed to apply to us or our customers in the U.S. and elsewhere that could restrict the online and mobile industries, including player privacy, advertising, taxation, content suitability, copyright, distribution, antitrust, and the use of artificial intelligence, and therefore our solutions or components may be deemed or perceived illegal or unfair practices. Furthermore, the growth and development of electronic commerce and virtual items may prompt calls for more stringent consumer protection laws that may impose additional burdens on companies such as us and our customers conducting business through the Internet and mobile devices. We anticipate that scrutiny and regulation of our industry will increase and we will be required to devote legal and other resources to addressing such regulation. For example, existing laws or new laws regarding the marketing or the use of in-app purchases or such enabling technology, labeling of free-to-play games or regulation of currency, banking institutions, unclaimed property or money transmission may be interpreted to cover games made with our solutions and the revenue that we receive from our Grow Solutions. If that were to occur, we may be required to seek licenses, authorizations or approvals from relevant regulators, the granting of which may be dependent on us meeting certain capital and other requirements and we may be subject to additional regulation and oversight, all of which could significantly increase our operating costs. Changes in current laws or regulations or the imposition of new laws and regulations in the U.S. or elsewhere regarding these activities may lessen the growth of mobile gaming and impair our business, financial condition or results of operations.

Risks Related to Our Convertible Notes

Our Notes and the issuance of shares of our common stock upon conversion of the Notes, if any, may impact our financial results, result in dilution to our stockholders, create downward pressure on the price of our common stock, and restrict our ability to raise additional capital or to engage in a beneficial takeover.

Servicing our debt requires a significant amount of cash, and we may not have sufficient cash flow from our business to pay our substantial debt. Our ability to make scheduled payments of the principal of, to pay interest on or to refinance our Notes depends on our future performance, which is subject to economic, financial, competitive and other factors beyond our control. If the assumptions underlying our cash flow guidance are incorrect, our business may not continue to generate cash flow from operations in the future sufficient to service our debt. If we are unable to generate such cash flow, we may be required to adopt one or more alternatives, such as selling assets, restructuring debt or issuing additional equity, equity-linked or debt instruments on terms that may be onerous or highly dilutive. Our ability to refinance our indebtedness will depend on the capital markets and our financial condition at such time. If we are unable to engage in any of these activities or engage in these activities on desirable terms, we may be unable to meet the obligations of our Notes, which would materially and adversely impact our business, financial condition and operating results.

In addition, if shares of our common stock are issued to the holders of the Notes upon conversion, there will be dilution to our stockholders' equity and the market price of our common stock may decrease due to the additional selling pressure in the market. Any downward pressure on the price of our common stock caused by the sale, or potential sale, of shares issuable upon conversion of the Notes could also encourage short sales by third parties, creating additional downward pressure on our share price.

Certain provisions in the indenture governing the Notes may delay or prevent an otherwise beneficial takeover attempt of us. For example, a takeover of us may trigger a requirement in each indenture governing the Notes that we repurchase the Notes and/or increase the conversion rate, which could make it costlier for a potential acquirer to engage in such takeover. Such additional costs may have the effect of delaying or preventing a takeover of us that would otherwise be beneficial to investors.

We may from time to time seek to retire or purchase our outstanding debt, including the Notes, through cash purchases and/or exchanges for equity securities, in open market purchases, privately negotiated transactions or otherwise. Such repurchases or exchanges, if any, will depend on prevailing market conditions, our liquidity requirements, contractual restrictions, and other factors. The amounts involved in any such transactions, individually or in the aggregate, may be material. Further, any such purchases or exchanges may result in us acquiring and retiring a substantial amount of such indebtedness, which could impact the trading liquidity of such indebtedness.

The conditional conversion feature of the Notes, if triggered, may adversely affect our financial condition and operating results.

In the event the conditional conversion feature of the Notes is triggered, holders of the Notes will be entitled under each indenture to convert their notes at any time during specified periods at their option. If one or more holders elect to convert their Notes, unless we elect to satisfy our conversion obligation by delivering solely shares of our common stock (other than paying cash in lieu of delivering any fractional share), we would be required to settle a portion or all of our conversion obligation through the payment of cash, which could adversely affect our liquidity. As of March 31, 2023, the Notes are not convertible at the option of the holder. In addition, even if holders do not elect to convert their Notes, we could be required under applicable accounting rules to reclassify all or a portion of the outstanding principal of the Notes as a current rather than long-term liability, which would result in a material reduction of our net working capital.

The capped call transactions may affect the value of the 2026 Notes and our common stock.

In connection with the issuance of the 2026 Notes, we entered into capped call transactions (the "Capped Call Transactions") with certain of the initial purchasers of the 2026 Notes or affiliates thereof and other financial institutions (the "option counterparties"). The Capped Call Transactions cover, subject to customary adjustments, the number of shares of our common stock initially underlying the 2026 Notes. The Capped Call Transactions are expected generally to reduce the potential dilution to our common stock upon any conversion of 2026 Notes and/or offset any cash payments we are required to make in excess of the principal amount of converted 2026 Notes, as the case may be, with such reduction and/or offset subject to a cap. In connection with establishing their initial hedges of the Capped Call Transactions, the counterparties or their respective affiliates likely entered into various derivative transactions with respect to our common stock and/or purchased shares of our common stock concurrently with or shortly after the pricing of the 2026 Notes, including with certain investors in the 2026 Notes. The counterparties and/or their respective affiliates may modify their hedge positions by entering into or unwinding various derivatives with respect to our common stock and/or purchasing or selling our common stock or other securities of ours in secondary market transactions prior to the maturity of the 2026 Notes (and are likely to do so on each exercise date of the Capped Call Transactions or, to the extent we exercise the relevant election under the Capped Call Transactions, following any repurchase, redemption or conversion of the 2026 Notes). We cannot make any prediction as to the direction or magnitude of any potential effect that the transactions described above may have on the prices of the 2026 Notes or the shares of our common stock. Any of these activities could adversely affect the value of the 2026 Notes and our common stock.

We are subject to counterparty risk with respect to the Capped Call Transactions.

The option counterparties are financial institutions, and we will be subject to the risk that any or all of them might default under the Capped Call Transactions. Our exposure to the credit risk of the option counterparties will not be secured by any collateral. If an option counterparty becomes subject to insolvency proceedings, we will become an unsecured creditor in those proceedings with a claim equal to our exposure at that time under the Capped Call Transaction with such option counterparty. Our exposure will depend on many factors but, generally, an increase in our exposure will be correlated to an increase in the market price and in the volatility of our common stock. In addition, upon a default by an option counterparty, we may suffer more dilution than we currently anticipate with respect to our common stock. We can provide no assurances as to the financial stability or viability of the option counterparties.

Risks Related to Ownership of Our Common Stock

Our stock price has been and may continue to be volatile, and the value of our common stock may decline.

The market price of our common stock has been and may continue to be highly volatile and may fluctuate or decline substantially as a result of a variety of factors, including those discussed in the risk factors in this section, as well as variance in our financial performance from expectations of securities analysts, sales of shares of our common stock by us or our stockholders, sales of securities convertible into shares of our capital stock by us, the trading volume of our common stock, general economic and market conditions, and others not currently known to us or that we do not believe are material. Technology stocks have historically experienced high levels of volatility. In the past, companies who have experienced volatility in the market price of their securities have been subject to securities class action litigation. We have been, are, and may continue to be the target of this type of litigation in the future, which could result in substantial expenses and divert our management's attention.

Future sales of our common stock in the public market could cause the market price of our common stock to decline.

Sales of a substantial number of shares of our common stock in the public market or the perception that these sales might occur could depress the market price of our common stock and could impair our ability to raise capital through the sale of additional equity securities. We are unable to predict the timing of or the effect that future sales may have on the prevailing market price of our common stock.

Our share repurchase program, while intended to help offset dilution from the ironSource Merger, may not achieve such goal and the amount of such repurchases may be impacted by new legislation.

The proceeds from the PIPE have been and are expected to be continued to be used to partially fund the repurchase of up to \$2.5 billion of shares of our common stock pursuant to our previously announced stock repurchase program, with the objective to offset potential dilution to our stockholders as a result of the issuance of the ironSource Merger consideration. However, we are not obligated to repurchase any shares of our common stock and there is no assurance that we will do so on the timeline intended. As of March 31, 2023, \$1.0 billion remains available for future share repurchases under this program.

While we expect the share repurchases to be accretive to our earnings per share, there may be factors that will reduce the expected anti-dilutive effects of the potential repurchases. Although the 2027 Notes were priced at a premium to the market price of our common stock at the time of signing, and we intend to repurchase the shares at prices lower than the conversion price of the 2027 Notes, we can't provide any assurance that our stock price will not fluctuate significantly prior to any share repurchases, including as a result of downward pressure on the price of our common stock caused by the conversion of the 2027 Notes, as discussed above. As a result, if we are unable to repurchase shares of our common stock at a price that is lower than the conversion price of the 2027 Notes, any anti-dilutive effect of such repurchases may be less than expected and dilution resulting from the issuance of merger consideration may be more than expected.

In addition, repurchases are subject to the 1% Share Repurchase Excise Tax enacted by the Inflation Reduction Act, which may be offset by shares newly issued during that fiscal year (the "Share Repurchase Excise Tax"). We have and will continue to take the Share Repurchase Excise Tax into account with respect to our decisions to repurchase shares, but there can be no assurance that such tax will not reduce the number of shares we are able to or ultimately decide to repurchase.

Concentration of ownership of our common stock among our existing executive officers, directors, and principal stockholders may prevent new investors from influencing significant corporate decisions.

Our executive officers, directors, and current beneficial owners of 5% or more of our common stock beneficially own a significant percentage of our outstanding common stock. These persons, acting together, will be able to significantly influence all matters requiring stockholder approval, including the election and removal of directors and any merger or other significant corporate transactions. The interests of this group of stockholders may not coincide with the interests of other stockholders.

Our issuance of additional capital stock in connection with financings, acquisitions, investments, our equity incentive plans or otherwise will dilute all other stockholders.

We expect to issue additional capital stock in the future that will result in dilution to all other stockholders. We grant and expect to continue granting equity awards to employees, directors and consultants under our equity incentive plans. We may also raise capital through the sale and issuance of equity securities or convertible securities in the future. As part of our business strategy, we have in the past made acquisitions and investments, and issued equity securities to pay for such acquisitions or investments. For example, we issued 112,547,375 shares in the ironSource Merger. We may continue to acquire or make investments in companies, products or technologies and issue equity securities to pay for any such acquisition or investment. Any such issuances of additional capital stock may cause stockholders to experience significant dilution of their ownership interests and the per share value of our common stock to decline.

We do not intend to pay dividends for the foreseeable future and, as a result, your ability to achieve a return on your investment will depend on appreciation in the price of our common stock.

We have never declared or paid any cash dividends on our capital stock, and we do not intend to pay any cash dividends in the foreseeable future. Any determination to pay dividends in the future will be at the discretion of our board of directors. Accordingly, you may need to rely on sales of our common stock after price appreciation, which may never occur, as the only way to realize any future gains on your investment.

We incur increased costs as a result of operating as a public company, and our management is required to devote substantial time to compliance with our public company responsibilities and corporate governance practices.

As a public company, we incur significant legal, accounting, and other expenses. The Sarbanes-Oxley Act, the Dodd-Frank Wall Street Reform and Consumer Protection Act, the listing requirements of the NYSE, and other applicable securities rules and regulations impose various requirements on public companies. Our management and other personnel devote a substantial amount of time to compliance with these requirements. Moreover, these rules and regulations may change from time to time. Monitoring such changes, and updating our procedures to comply with any such changes, may increase our legal and financial compliance costs and will make some activities more time-consuming and costly. We cannot predict or estimate the totality of any such additional costs we incur as a public company or the specific timing of such costs.

We are obligated to develop and maintain proper and effective internal controls over financial reporting, and any failure to maintain the adequacy of these internal controls may adversely affect investor confidence in our company and, as a result, the value of our common stock.

We are required, pursuant to Section 404 of the Sarbanes-Oxley Act, to furnish a report by management on, among other things, the effectiveness of our internal control over financial reporting. This assessment will need to include disclosure of any material weaknesses identified by our management in our internal control over financial reporting. In addition, our independent registered public accounting firm is required to attest to the effectiveness of our internal control over financial reporting. Our compliance with Section 404 requires that we incur substantial expenses and expend significant management efforts. Our current controls and any new controls that we develop may become inadequate because of changes in conditions in our business, including in connection with the ironSource Merger. In addition, changes in accounting principles or interpretations could also challenge our internal controls and require that we establish new business processes, systems and controls to accommodate such changes. Additionally, if these new systems, controls or standards and the associated process changes do not give rise to the benefits that we expect or do not operate as intended, it could adversely affect our financial reporting systems and processes, our ability to produce timely and accurate financial reports or the effectiveness of internal control over financial reporting. Moreover, our business may be harmed if we experience problems with any new systems and controls that result in delays in their implementation or increased costs to correct any post-implementation issues that may arise.

If we are unable to conclude that our internal control over financial reporting is effective, or if our independent registered public accounting firm determines we have a material weakness or significant deficiency in our internal control over financial reporting, we could lose investor confidence in the accuracy and completeness of our financial reports, the market price of our common stock could decline, and we could be subject to sanctions or investigations by the SEC or other regulatory authorities, and we could lose access to the capital markets.

The growth and expansion of our business places a continuous, significant strain on our operational and financial resources, including as a result of the ironSource Merger. Further growth of our operations to support our customer base, our IT systems and our internal controls and procedures may not be adequate to support our operations. For example, we are still in the process of implementing IT and accounting systems, and integrating these systems with ironSource's, to help manage critical functions such as billing and financial forecasts. Our failure to improve our systems and processes, or their failure to operate in the intended manner, whether as a result of the growth of our business, including the integration of ironSource, or otherwise, may result in our inability to accurately forecast our revenue and expenses, or to prevent certain losses. Moreover, the failure of our systems and processes could undermine our ability to provide accurate, timely and reliable reports on our financial and operating results and could impact the effectiveness of our internal control over financial reporting. In addition, our systems and processes may not prevent or detect all errors, omissions, or fraud.

Anti-takeover provisions in our charter documents and under Delaware law could make an acquisition of our company more difficult, limit attempts by our stockholders to replace or remove our current management and limit the market price of our common stock.

Provisions in our amended and restated certificate of incorporation and amended and restated bylaws may have the effect of preventing a change of control or changes in our management. Our amended and restated certificate of incorporation and amended and restated bylaws include provisions that may frustrate or prevent any attempts by our stockholders to replace or remove our current management by making it more difficult for stockholders to replace members of our board of directors. In addition, because we are incorporated in Delaware, we are governed by the provisions of Section 203 of the Delaware General Corporation Law, which generally, prohibits a Delaware corporation from engaging in any of a broad range of business combinations with any “interested” stockholder for a period of three years. Any of the foregoing provisions could limit the price that investors might be willing to pay in the future for shares of our common stock, and they could deter potential acquirers of our company, thereby reducing the likelihood that you would receive a premium for your shares of our common stock in an acquisition.

Our amended and restated certificate of incorporation designates the Court of Chancery of the State of Delaware and the federal district courts of the United States of America as the exclusive forums for certain disputes between us and our stockholders, which restricts our stockholders’ ability to choose the judicial forum for disputes with us or our directors, officers, or employees.

Our amended and restated certificate of incorporation includes choice of forum provisions which may limit a stockholder’s ability to bring a claim in a judicial forum that it finds favorable for disputes with us or our directors, officers, or other employees. While the Delaware courts have determined that such choice of forum provisions are facially valid, a stockholder may nevertheless seek to bring such a claim arising under the Securities Act against us, our directors, officers, or other employees in a venue other than in the federal district courts of the United States of America. In such an instance, we would expect to vigorously assert the validity and enforceability of the exclusive forum provisions of our amended and restated certificate of incorporation. This may require significant additional costs associated with resolving such action in other jurisdictions and we cannot assure you that the provisions will be enforced by a court in those other jurisdictions. If a court were to find either exclusive-forum provision in our amended and restated certificate of incorporation to be inapplicable or unenforceable in an action, we may incur further significant additional costs associated with resolving the dispute in other jurisdictions, all of which could harm our business.

Item 2. Unregistered Sales of Equity Securities and Use of Proceeds

Unregistered Sales of Equity Securities

None.

Use of Proceeds

None.

Purchases of Equity Securities by the Issuer

None.

Item 6. Exhibits

EXHIBIT INDEX

Exhibit Number	Description of Exhibit	Incorporated by Reference			
		Form	File Number	Exhibit	Filing Date
2.1	Agreement and Plan of Merger, dated as of July 13, 2022, by and among Unity, Merger Sub and ironSource.	8-K	001-39497	2.1	July 15, 2022
3.1	Amended and Restated Certificate of Incorporation of the Registrant	8-K	001-39497	3.1	September 22, 2020
3.2	Amended and Restated Bylaws of the Registrant	S-1/A	333-248255	3.4	September 9, 2020
10.1*	Employment Agreement, dated June 28, 2021 between Tomer Bar-Zeev and IronSource Ltd. and Welcome Letter, dated March 16, 2023, between Unity Software Inc. and Tomer Bar-Zeev				
31.1*	Section 302 Certification of Principal Executive Officer				
31.2*	Section 302 Certification of Principal Financial Officer				
32.1*#	Section 906 Certification of Principal Executive Officer and Principal Financial Officer				
101.INS	Inline XBRL Instance Document—the instance document does not appear in the Interactive Data File because its XBRL tags are embedded within the Inline XBRL document.				
101.SCH*	Inline XBRL Taxonomy Extension Schema Document				
101.CAL*	Inline XBRL Taxonomy Extension Calculation Linkbase Document				
101.DEF*	Inline XBRL Taxonomy Extension Definition Linkbase Document				
101.LAB*	Inline XBRL Taxonomy Extension Label Linkbase Document				
101.PRE*	Inline XBRL Taxonomy Extension Presentation Linkbase Document				
104	Cover Page Interactive Data File (formatted as inline XBRL and contained in Exhibit 101)				
*	Filed herewith.				
#	The certifications attached as Exhibit 32.1 accompany this Quarterly Report on Form 10-Q pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, and shall not be deemed “filed” by the Registrant for purposes of Section 18 of the Securities Exchange Act of 1934, as amended, and are not to be incorporated by reference into any of the Registrant’s filings under the Securities Act of 1933, as amended, irrespective of any general incorporation language contained in any such filing. The agreements and other documents filed as exhibits to this Quarterly Report on Form 10-Q are not intended to provide factual information or other disclosure other than with respect to the terms of the agreements or other documents themselves, and you should not rely on them for that purpose. In particular, any representations and warranties made by us in these agreements or other documents were made solely within the specific context of the relevant agreement or document and may not describe the actual state of affairs as of the date they were made or at any other time.				

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

Date: May 10, 2023

UNITY SOFTWARE INC.

By: /s/ Mark Barrysmith

Mark Barrysmith

Chief Accounting Officer

(Principal Accounting Officer and Duly Authorized Signatory)

EMPLOYMENT AGREEMENT

Entered into as of June 28 2021

This amended and restated Employment Agreement (the "**Agreement**") is entered into by and between **ironSource Ltd.**, an Israeli company number 514643626, with offices at 121 Menachem Begin St., Tel Aviv, Israel (the "**Company**") and Tomer Bar Zeev, [Intentionally Omitted] (the "**Executive**").

Whereas, the Executive has been continuously employed by the Company since July 17, 2011 (the "**Original Commencement Date**"), and whereas, Executive and the Company previously entered into that certain (restated) Employment Agreement, dated March 8, 2017, as amended on November, 2018 (which shall be hereafter together referred to as the "**Previous Employment Agreement**"); and

Whereas, the parties hereto now wish to amend and restate the Previous Employment Agreement in its entirety, commencing on June 28, 2021 (the "**Effective Date**");

Now, therefore, the Executive and the Company agree that this Agreement shall amend and restate the Previous Employment Agreement in its entirety, such that from the Effective Date onwards, Executive's employment shall be in accordance with the terms and conditions set forth herein.

EMPLOYMENT AND COMPENSATION

1. The Company shall continue to employ Executive for an indefinite period and Executive has agreed to become so employed, on the terms and conditions set forth herein. The commencement date of the employment, Executive's position, the reporting duties and other work-related terms, including salary, entitlements and fringe benefits, are specified in **Appendix A** attached hereto.

Executive undertakes to devote Executive's full time, attention, skill, and effort exclusively to the performance of Executive's duties and undertakes not to engage, whether as an employee or otherwise, in any business, commercial or professional activities, whether or not for compensation, during Executive's employment, without the prior written consent of the Company; **provided, however**, that, the foregoing limitations shall not include ownership of equity or other investments in any entity (whether public or private) or person as long as: (a) the business of such entity does not, actually or potentially, compete with the business of the Company as then conducted or proposed to be conducted; (b) such entity is not involved in any business or other relationship with the Company; (c) such entity does not have any actual or potential conflict of interest with the Company; and (d) the Executive has no active role in such entity, whether as an employee, consultant or otherwise (other than as permitted in this Section). Notwithstanding the foregoing, the Executive shall be entitled to engage as a non-executive director: (1) with each of the entities set forth under **Appendix A-1** attached hereto, and (2) with additional entities subject to the prior approval of the Board of Directors of the Company (or a committee of the Board of Directors designated for such purpose) for such engagement; in each case provided that (i) the Executive does not sign an NDA with that company that may contradict his undertakings set forth under **Appendix B** attached hereto; (ii) such engagement does not and will not conflict with or derogate from any obligation or undertaking of the Executive hereunder; and (iii) such company does not have any actual or potential conflict of interest with the Company, it being clarified that, in the event that a conflict arises, the Executive shall suspend or terminate his engagement with such company.

The Executive shall be entitled to engage with non-profit organizations, provided his undertakings set forth hereunder are not derogated from.

Nothing contained under this Section 1 shall derogate from Executive's undertakings in Appendix B attached hereto.

2. This Agreement may be terminated by either party at any time by giving the other party hereto prior written notice of such termination, as specified in Appendix A (the "Notice Period"). Upon termination for any reason other than for Cause, Executive shall be entitled to payment of the Salary and all of the ancillary benefits including continued vesting of his options, restricted share units or other share-based awards, as applicable, for the entire Notice Period. For the removal of doubt, it is clarified that upon any kind of termination of the Executive's employment, other than dismissal by the Company for Cause (as defined below), the Executive shall have the right to remain employed throughout the entire Notice Period, and the Company shall not, whether by way of immediate termination or by way of shortening the Notice Period, cease his employment during the Notice Period, unless otherwise requested in writing by the Executive in the event of termination by the Company. In such event (i.e., upon the Executive's explicit request to shorten his Notice Period and cease his employment during the Notice Period), the Company shall provide the Executive with a payment in lieu of notice, which payment shall comprise of the Salary, and all of the ancillary social benefits and other entitlements, for the remainder of the Notice Period, as if the Executive were to continue to be employed by the Company for the duration thereof.
3. Notwithstanding anything to the contrary in Section 2 above, the Company may terminate the Executive's employment for Cause. In any event of termination for Cause, the employment under this Agreement shall forthwith terminate and thereafter the Company shall not have any further liability or obligation towards Executive, including with respect to Notice Period. The term "Cause" means any of the following: (a) conviction or indictment of any felony involving moral turpitude whether or not affecting the Company; (b) an act of theft, embezzlement, misappropriation of funds, or fraud; (c) a breach of any non-compete, non-solicitation or similar or comparable obligations of Executive towards the Company or its affiliates which, to the extent such breach is curable, has not been cured by Executive within fifteen (15) days after receipt of written notice thereof from such company; (d) any breach of Executive's obligations to the Company or its affiliates concerning confidentiality and unauthorized use or disclosure pursuant to any contract or applicable law, except for actions which the Executive proves were performed in good faith and with reasonable basis to believe that such actions will not prejudice the interests of any such company, and based on a reasonable belief that he was not in breach of any such obligations; (e) any material breach of this Agreement which, to the extent such breach is curable, has not been cured by Executive within fifteen (15) days after receipt of notice thereof from the Company; and (f) any other act or omission that would allow termination of the Executive's employment without severance pay under Sections 16 and 17 of the Severance Pay Law 5713 – 1963.
4. Executive shall have no lien on any of the Company's assets, equipment or any other material in Executive's possession, including: car, computer, content of email box, cellular phone and Confidential Information as defined in Appendix B (hereinafter the "Company's Equipment"). Executive shall return to the Company all Company's Equipment no later than the day of termination of employer-employee relationship, prior to any unpaid leave or within 7 days following Company's demand.
5. This Agreement is a personal employment agreement. Nothing herein shall derogate from any right Executive may have, if at all, in accordance with any law, expansion order, collective bargaining agreement, employment agreement or any other agreement with respect to the terms of Executive's employment, if relevant, which cannot be stipulated against.

SPECIAL POSITION

6. It is agreed that the Executive's position is a management one and/or which requires a special degree of personal trust, as defined in the Working Hours and Rest Law, 1951 (the "Working Hours and Rest Law"). Therefore, Executive shall not be granted any other compensation or payment other than expressly specified in Appendix A. Executive undertakes not to claim that the Working Hours and Rest Law applies to Executive's employment with the Company. Executive acknowledges the legitimacy of the Company's requirement to work "overtime" or during "weekly rest-hours" without being entitled to "overtime compensation" or "weekly rest-hour compensation" (as these terms are defined in the Working Hours and Rest Law), and Executive undertakes to reasonably comply with such requirements of the Company. Executive acknowledges that the compensation to which Executive is entitled pursuant to this Agreement constitutes adequate compensation for Executive's work during "overtime" or "weekly rest-hours".
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NON DISCLOSURE, COMPETITIVE ACTIVITY AND OWNERSHIP OF INVENTIONS

7. Simultaneously with the signing of this Agreement, Executive shall sign the Non-Disclosure, Unfair Competition and Ownership of Inventions Undertaking in favor of the Company, attached hereto as Appendix B.

EXECUTIVE'S REPRESENTATIONS AND UNDERTAKINGS

Executive represents, warrants, and undertakes all of the following:

8. Executive has the ability, knowledge and qualifications needed to perform Executive's obligations under this Agreement. To the best of his knowledge, Executive does not suffer from any physical or mental health issues which may have an unreasonable influence on the performance of Executive's undertakings under this Agreement.
9. There are no other undertakings or agreements preventing, restricting or limiting the fulfillment of Executive's obligations under this Agreement. Executive is not currently and shall not, by entering into this Agreement and performing Executive's obligations hereunder, be deemed to be: (i) violating any right of Executive's former employer(s), or (ii) in breach of or in conflict with, any of Executive's obligations towards Executive's former employer(s) or under any agreement or obligation to which Executive is bound.
10. Executive shall inform the Company of any matter in which Executive or Executive's immediate family has a personal interest and which might give rise to a conflict of interest with Executive's duties under the terms of Executive's employment, immediately upon becoming aware of such matter.
11. Executive shall not receive any payment or benefit from any third party, directly or indirectly in connection with Executive's employment. In the event Executive breaches this undertaking, without derogating from any of the Company's rights, such benefit or its value shall become the sole property of the Company and the Company may deduct the cost/value of such payment/benefit from any payment Executive may be entitled to. This section does not apply to gifts or benefits with insignificant value.
12. In carrying out Executive's duties, Executive shall not act in a way which contradicts the signature rights of the Company.
13. Executive acknowledges and agrees that from time to time Executive may be required by the Company to travel and stay abroad as part of Executive's obligations under this Agreement.
14. Executive acknowledges and agrees that information related to the Executive and the Executive's terms of employment at the Company, as shall be received and held by the Company (the "**Information**"), may be transferred to third parties, including those located abroad, subject to: (a) that such transfer shall be made only in order for the Company to comply with any relevant legal requirements or due to business purposes of the Company (including transactions related with the Company); (b) that the transferred Information shall be limited to the reasonable and necessary scope; and (c) that the receiver of the Information shall undertake to the Company, to the extent possible and relevant, to preserve the privacy of the Information, at least at the level of privacy kept by the Company itself regarding the Information.
15. In the event this Agreement is terminated for any reason whatsoever, Executive shall cooperate with the Company and use Executive's best efforts to assist in the integration into the Company's organization of the person or persons who will assume Executive's responsibilities.

COMPANY COMPUTERS; MOBILE PHONE; PRIVACY

16. For the performance of Executive's duties, the Company may provide Executive with a PC, laptop, software, hardware, email address and/or mobile phone, as applicable (the "Company's Computers"), which will be the sole property of the Company. Subject to the Company's applicable policies and without derogating from Executive's undertakings or performance of his duties according to this Agreement, the Executive may be entitled to make reasonable personal use of the Company's Computers. It is clarified that the professional email account is intended to be used for professional matters, whereas for personal matters the Executive may use external email services (such as Gmail).
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17. The Executive acknowledges and agrees that (i) Executive has no right to privacy in any of the Company's Computers, except with respect to folders clearly labeled as "Personal"; and (ii) the Company shall be entitled, at any time and without prior notice, to:

17.1 Monitor any and all of Company's Computers, including by performing routine monitoring and control inspections over the information stored in the Company Systems; and

17.2 Allow other employees and other third parties to use the Company's Computers, following Executive's employment.

GENERAL PROVISIONS

18. This Agreement and all Appendices attached hereto constitute the entire agreement between the parties and supersede all prior agreements, proposals, understandings and arrangements, if any, whether oral or written, between the parties hereto with respect to the subject matter hereof, including the Previous Employment Agreement. This Agreement may be amended, supplemented or modified only by a written instrument duly signed by or on behalf of each party hereto.

19. This Agreement shall be governed by and construed in accordance with the laws of the State of Israel, without giving effect to its laws pertaining to conflict of laws. Any and all disputes in connection with this Agreement shall be submitted to the exclusive jurisdiction of the competent courts or tribunals, as relevant, located in the city of Tel-Aviv-Jaffa, Israel.

20. Any notice or other communication in connection with this Agreement must be in writing to the address set forth in the preamble to this Agreement (or to such other address as shall be specified by like notice), sent via registered mail, messenger or e-mail. Such notice shall be deemed given after four (4) business days, if sent via registered mail; after one (1) day if sent by messenger, provided a proof of delivery has been received; after one (1) day if sent by email, provided however, that a computerized automatic "received" approval (delivery receipt) was sent by the email server.

Executive acknowledges that: (1) he has read and fully understood all the provisions of this Agreement and its appendices; (2) he was given the opportunity to consult with third parties, including his attorneys; (3) the signing of this Agreement was made at Executive's own free will.

ironSource Ltd.

Executive

By: /s/ Assaf Ben Ami

Name: /s/ Tomer Bar-Zeev

Title: CFO

APPENDIX A

TERMS OF EMPLOYMENT AND COMPENSATION

1. **Position and Additional Terms** -

Position/Title	CEO
Supervisor (to whom Executive shall report directly)	The Board of Directors of the Company (the “ Board ”)
Salary	NIS 250,000 per month
Vacation Days	Unlimited, but not less than the minimum under the law.

2. **Compensation** - In consideration of Executive’s employment, the Executive shall be entitled to receive the Salary and all other benefits and entitlements under this Employment Agreement. The Salary only shall serve as the sole basis for calculating pension rights and severance pay contributions, and it is specifically agreed that no other payment or benefit shall be considered as a basis for such calculation.

The Salary shall be payable until the 9th of each month, for the previous month.

All payments and benefits according to this Agreement are gross payments (unless explicitly provided otherwise). The Executive shall bear taxes and other compulsory payments in accordance with applicable law, which amounts shall be deducted by the Company from the Salary, as required by law.

On January 1 of each of 2022, 2023, 2024, 2025 and 2026, the Salary may be increased by up to 5% of then effective Salary as shall be determined by the Compensation Committee (the “Committee”) of the Board and the Board, prior to the respective date of increase. In the event that in any given year the increase is at a rate lower than 5% then any of the subsequent increases in any of the subsequent years set forth above may be at a higher rate that catches up for such difference.

3. **Notice Period** – (i) if provided prior to February 1, 2023 (the “**Initial Term**”) - the Notice Period shall be 12 (twelve) months; (ii) if provided after the lapse of the Initial Term - the Notice Period shall consist of 6 (six) months (other than as set forth in clause (iii)), and (iii) solely with respect to a case of dismissal, if provided at any time (whether during the Initial Term or thereafter) but in connection with a Double Trigger Event – the Notice Period shall be 12 (twelve) months.

A “**Double Trigger Event**” shall mean: Dismissal by the Company without Cause or resignation by the Executive for Good Reason within 18 months after a Change of Control.

A “**Change of Control**” shall mean the occurrence of any of the following events: (i) a sale, transfer, exclusive and substantially worldwide license, or other disposition of all or substantially all of the assets of the Company and its subsidiaries taken as a whole, (ii) a Change of Board Event, or (iii) the merger or consolidation of the Company with or into any other corporate entity, except, any such transaction or series of related transactions in which the shareholders as of immediately prior to such transaction continue to hold (solely by virtue of the respective shares and in the same holding proportions each of them held in the Company as of immediately prior to such transaction) immediately following such transaction, a majority, by voting power, of the share capital of (1) the surviving, acquiring or resulting company or (2) if the surviving, acquiring or resulting company is a wholly owned subsidiary of another company immediately following such transaction, the parent company of such surviving, acquiring or resulting company; (iv) any transaction or series of related transactions pursuant to which any person or entity, together with its affiliates, or acting together with other non-affiliated parties, acquires at least 50%, by voting power, of the share capital of the Company.

A "**Change of Board Event**" shall mean any time at which individuals who, as of the date hereof constitute the Board (the "**Incumbent Board**") cease for any reason to constitute at least a majority of the Board; provided, however, that any individual becoming a director subsequent to the Effective Date whose election, or nomination for election by the Company's shareholders or the Board, was approved by a vote of at least a majority of the directors then comprising the Incumbent Board shall be considered as though such individual were a member of the Incumbent Board, but excluding, for this purpose, any such individual whose initial assumption of office occurs as a result of an actual or threatened election contest with respect to the election or removal of directors or other actual or threatened solicitation of proxies or consents by or on behalf of a person or entity other than the Board.

"**Cause**" shall have the meaning ascribed thereto under Section 3 of the Agreement.

"**Good Reason**" shall mean any of the following: (i) a material reduction of the Salary; (ii) a material reduction in Executive's duties, positions or reporting status; (iii) the assignment to the Executive of duties materially inconsistent with his position or a material adverse change in the nature of his duties and/or responsibilities, reporting obligations, titles or authority.

It is further provided that Good Reason shall occur only to the extent the Executive has notified the Company in writing that he believes a Good Reason event has occurred, within 90 days of becoming aware of such event, and the Company has failed to cure such event within 30 days of receipt of Executive's written notice.

4. **Bonus** - The Executive will be entitled to an aggregate annual cash bonus with respect to each fiscal year (the "**Target Bonus**") equal to up to 8 times the monthly Salary (and up to 4 additional monthly Salary in the case of over achievement) during the fiscal year for which such bonus is paid (if paid) based on an annual bonus plan as shall be approved by the Committee and the Board. Both the objectives and the level of compliance with such objectives shall be determined by the Company at its sole discretion. The bonus will not increase Executive's compensation for any other purpose, including for the calculation of severance, pension or other special benefits. Up to 30% of the Target Bonus may be paid subject to the assessment by the Committee and the Board of the Executive's performance.
5. **Pension Arrangements** - For the purpose of Sections 5 and 6, the term "**Insured Salary**" shall mean an amount equal to 8 times the "market minimum wage", as shall be updated from time to time (currently NIS 42,400) or any other amount as shall be determined by the Ministry of Labor, Welfare and Social Services in accordance with the provisions of Section 28 to the Severance Pay Law, 1963.

The Company shall continue to insure the Executive under an accepted 'Managers' Insurance' plan (the "**Managers' Insurance Policy**"), a Pension Fund (the "**Pension Fund**") or a combination of both, at Executive's choice, according to the following rates and conditions:

5.1 **Managers' Insurance Policy:**

- 5.1.1. Disability Insurance - The Company, at its own discretion and expense, shall purchase a disability insurance, under normal and acceptable conditions, which would insure 75% of the Insured Salary (the "**Disability Insurance**"). The Company's contribution for Disability Insurance shall, in no circumstances, exceed the amount of 2½% of the Insured Salary.
- 5.1.2. Severance - an amount equal to 8⅓% of the Insured Salary;
- 5.1.3. Company's contribution towards pension - the difference between 6.5% of the Insured Salary and the actual contributions towards Disability Insurance, provided that the Company's contribution towards pension shall not be less than 5% of the Insured Salary.

Executive's contribution towards pension – 6% of the Insured Salary.

5.2 **Pension Fund:**

Severance - an amount equal to 8⅓% of the Insured Salary; Pension: an amount equal to 6.5% of the Insured Salary. In addition, the Company will deduct from Executive's monthly paycheck a sum equal to 6% of the Insured Salary as Executive's contribution towards pension.

As per the Executive's request, commencing on the Effective Date, and subject to the receipt of an appropriate approval from the Ministry of Labor, Welfare and Social Services according to Section 28 of the Severance Pay Law, 1963, the basis for social contributions shall not be the Salary in its entirety (i.e. NIS 250,000 as of the Effective Date), but the Insured Salary. It is hereby clarified that the amount equals to the difference between the Salary and the Insured Salary (the "Exceeding Amount") shall be deemed to include severance pay, and no contributions shall be made on the basis thereof. It is further clarified that 14.83% of the Exceeding Amount (representing Company's part in respect of severance and pension related contributions) shall be added to the Salary instead of being deposited into the relevant funds. Any such amounts shall not be considered as part of the Salary for any purpose whatsoever, and Executive shall not maintain or claim otherwise.

6. **Pension Funds Release** - With respect to the Insured Salary, the Company and Executive agree to adopt the provisions of the "General Approval of the Minister of Labor and Social Welfare Regarding Payments by Employers to a Pension Fund and Insurance Fund in lieu of Severance Pay", which was issued in accordance with the Severance Pay Law, 1963 (the "General Acknowledgement"), as amended from time to time. The General Acknowledgement is attached to this Agreement as **Appendix C**. The Company waives any right that it may have for the repayment of any monies paid by it to the Managers' Insurance Policy and/or the Pension Fund, unless the right of Executive to severance has been revoked by a judicial decision, under Section 16 or 17 of the Severance Pay Law, 1963 (to the extent of such revocation) or where Executive withdrew monies from the Pension Fund or the Managers' Insurance Policy for any reason other than death, disability or retirement at the age of sixty or thereafter.

Executive hereby acknowledges and confirms that the Company's contributions towards the Executive's Managers' Insurance Policy and/or the Pension Fund are and shall be in lieu of severance pay with respect to the Insured Salary, if Executive shall be entitled to such, according to Section 14 of the Severance Pay Law, 1963 and in accordance with the General Acknowledgement.

The Section 14 Arrangement (with respect to the Insured Salary) and the above approval under Section 28 of the Severance Pay Law (with respect to the Exceeding Amount), constitute the full entitlement, if any, of Executive to any severance pay under any applicable law.

7. **Study Fund ("Keren Hishtalmut")** -

The Company and Executive shall continue to maintain a 'Keren Hishtalmut' Fund (the "**Keren Hishtalmut Fund**"). The Company shall contribute to such Keren Hishtalmut Fund an amount equal to 71/2% of the Salary, and Executive shall contribute to the Keren Hishtalmut Fund an amount equal to 21/2% of the Salary. Executive hereby instructs the Company to transfer to such Keren Hishtalmut Fund the amount of Executive's contribution from each Salary.

It is agreed by the Parties that amounts contributed beyond the maximum tax-exempt ceiling prescribed by the Income Tax Ordinance, shall be paid in addition to the Salary instead of being deposited into the Study Fund, unless otherwise requested by the Executive. Any such amounts shall not be considered as part of the Salary for any purpose whatsoever, and Executive shall not maintain or claim otherwise.

8. **Vacation** - Executive shall be entitled to unlimited vacation days, provided however that such number of vacation days shall not be less than the minimum required by the law.
9. **Sick Leave** - Executive shall be entitled to sick leave in accordance with the provisions of the Sick Pay Law, 1976, with full compensation as of the first day of sick leave.
10. **Recuperation Pay** - Executive shall be entitled to Recuperation Pay ("**Dmey Havra'a**") in accordance with the applicable expansion order.
11. **Car/ Car Allowance** - In lieu of travel allowance, the Executive shall be entitled to receive, at his choice -
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11.1 a car, the total monthly cost (fixed and varied) of which to the Company shall be up to NIS 7,200 (the "Cost"). The Executive shall bear costs expended in connection with tickets, fines of any kind, toll road fees and other costs, in accordance with the Company's policy or the lease agreement, as applicable. The Executive instructs the Company to deduct from the Salary all such costs and expenses related to the car, which the Executive is obligated to bear, as agreed herein. Executive shall: (i) take good care of the car and ensure the provisions and conditions of any insurance policy relating thereto are observed (including the provisions with respect to the safeguarding of the car); and (ii) shall use the car in accordance with the Company's policy as shall be in effect from time to time; and (iii) in the event that Executive's employment terminates for whatever reason, Executive will forthwith return the car to the Company with the keys and all licenses and other documentation relating to the car. Executive shall not have any lien with respect to the Car or any document or property relating thereto.

- or -

11.2 Car allowance payment equivalent to the Cost, in lieu of the provision of the car, under Section 11.1 above. Any such car allowance payment shall not be considered as part of the Salary for any purpose whatsoever, and Executive shall not maintain or claim otherwise. Any payment or benefit under this Section 11 shall be grossed up by the Company.

12. **Options** –

The Executive will be entitled to an annual equity award of 50,000 options to purchase Company's ordinary A shares ("**Options**") and 20,000 restricted share units ("**RSUs**") and together with the **Options**, the "**Annual Equity Award**") (subject to adjustments in the case of split or reverse split or other recapitalization). The exercise price per share of the Options shall be equal to the closing price of the Company's ordinary A shares on the New York Stock Exchange on the last business day prior to the date of grant. The Options and RSUs shall vest and become exercisable in equal quarterly installments over a four-year vesting period. Any unexercised Option shall expire on the 180th day following the Executive's termination of employment.

The Annual Equity Award will be granted to the Executive on the date of the first quarterly Board's meeting following each of the four (4) anniversary dates of the Effective Date.

The Annual Equity Awards shall, to the extent not already vested, become fully vested and exercisable (if applicable) upon a Double Trigger Event, death or disability (as defined in the Plan).

Each Annual Equity Award will be made pursuant to the Company's 2021 Share Incentive Plan, as amended from time to time or any subsequent plan adopted by the Board (the "**Plan**") and will be subject to the Executive executing and delivering a customary Award Agreement as may be approved from time to time by the Committee and the Board.

13. **Cellular Phone** - The Company shall provide Executive with a cellular phone for use in the course of performing Executive's obligations under this Agreement as well as for reasonable personal usage. The Company shall bear the costs relating to the cellular phone according to the Company's policy, as amended from time to time.
14. **D&O insurance** - Throughout the term of Executive's employment, the Company shall maintain a D&O insurance policy covering the Executive's employment under the same terms as those applicable to the other senior officers of the Company. The Company shall maintain such D&O insurance with substantially the same terms and conditions for a period of at least 7 years following the termination of Executive's term as an officer of the Company, provided that the Company did not purchase a policy for retired directors and officers or a run-off policy, which cover the Executive.
15. **Business Expenses** - The Company shall reimburse Executive for necessary and customary business expenses incurred by Executive, in accordance with the Company's policy, as amended from time to time.
16. **Lunch Expenses** - The Company shall continue to participate in the Executive's lunch expenses, according to the Company's current policy, that may change from time to time.
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APPENDIX A-1

The Executive shall be entitled to engage as a non-executive director with each of the entities set forth below.

Approve.com

IATA (non-profit)

Hagal Sheli (non-profit)

APPENDIX B

THIS UNDERTAKING (“**Undertaking**”) is entered into as of June 28, 2021, by Tomer Bar Ze'ev, [Intentionally Omitted] (the “**Executive**”).

WHEREAS, Executive is employed by ironSource Ltd. (the “**Company**”) since the Original Commencement Date; and

WHEREAS, it is critical for the Company to preserve and protect its Confidential Information (as defined below) and its rights in Inventions (as defined below) and in all related intellectual property, and Executive is entering into this Undertaking as a condition to Executive’s employment with the Company.

NOW, THEREFORE, the Executive undertakes and warrants towards the Company as follows:

References herein to the term “**Company**” shall include any of the Company’s direct or indirect parent, subsidiary and affiliated companies, and their respective successors and assigns.

1. **Confidentiality.**

- 1.1 Executive acknowledges that Executive had prior to the date hereof and may have access to information that relates to the Company, its subsidiaries, and their respective business, assets, financial condition, affairs, activities, plans and projections, customers, suppliers, partners, and other third parties with whom the Company or its subsidiaries agreed or agrees, from time to time, to hold information of such party in confidence (the “**Confidential Information**”). Confidential Information shall include, without limitation, information, whether or not marked or designated as confidential, concerning technology, products, research and development, patents, copyrights, inventions, trade secrets, test results, formulae, processes, data, know-how, marketing, promotion, business and financial plans, policies, practices, strategies, surveys, analyses and forecasts, financial information, customer lists, agreements, transactions, undertakings and data concerning employees, consultants, officers, directors, and shareholders. Confidential Information includes information in any form or media, whether documentary, written, oral, magnetic, electronically transmitted, through presentation or demonstration or computer generated. Confidential Information shall not include information that: (i) has become part of the public domain not as a result of a breach of any obligation owed by Executive to the Company; or (ii) is required to be disclosed by law or the binding rules of any governmental organization, provided, however, that Executive gives the Company prompt notice thereof so that the Company may seek a protective order or other appropriate remedy, and further provided, that in the event that such protective order or other remedy is not obtained, Executive shall furnish only that portion of the Confidential Information which is legally required, and shall exercise all reasonable efforts required to obtain confidential treatment for such information.
 - 1.2 Executive acknowledges and understands that the employment by the Company and the access to Confidential Information creates a relationship of confidence and trust with respect to such Confidential Information.
 - 1.3 During the term of Executive’s employment and at any time after termination or expiration thereof, for any reason, Executive shall keep in strict confidence and trust, shall safeguard, and shall not disclose to any person or entity, nor use for the benefit of any party other than the Company, any Confidential Information, other than with the prior express consent of the Company.
 - 1.4 All right, title and interest in and to Confidential Information are and shall remain the sole and exclusive property of the Company or of the third party providing such Confidential Information to the Company, as the case may be. Without limitation of the foregoing, Executive agrees and acknowledges that all memoranda, books, notes, records, email transmissions, charts, formulae, specifications, lists and other documents (contained on any media whatsoever) made, reproduced, compiled, received, held or used by Executive in connection with the employment by the Company or that otherwise relates to any Confidential Information (the “**Confidential Material**”), are and shall be the Company’s sole and exclusive property and shall be deemed to be Confidential Information. All originals, copies, reproductions and summaries of the Confidential Materials shall be delivered by Executive to the Company upon termination or expiration of Executive’s employment for any reason, or at any earlier time at the request of the Company, without Executive retaining any copies thereof.
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- 1.5 During the term of Executive's employment with the Company, Executive shall not remove from the Company's offices or premises any Confidential Material unless and to the extent necessary in connection with the duties and responsibilities of Executive and permitted pursuant to the then applicable policies and regulations of the Company. In the event that such Confidential Material is duly removed from the Company's offices or premises, Executive shall take all reasonable actions necessary in order to secure the safekeeping and confidentiality of such Confidential Material and return the Confidential Material to their proper files or location as promptly as possible after such use.
- 1.6 During the term of Executive's employment with the Company, Executive will not improperly use or disclose any Confidential Information or trade secrets, and will not bring onto the premises of the Company any unpublished documents or any property, in each case belonging to any former employer or any other person to whom Executive has an obligation of confidentiality and/or non-use where such action is in breach of the foregoing obligations (including, without limitation, any academic institution or any entity related thereto), unless generally available to the public or consented to in writing by that person.
2. **Unfair Competition and Solicitation**
- 2.1 Executive undertakes that during the term of employment with the Company Executive shall not engage, establish, open or in any manner whatsoever become involved, directly or indirectly, either as an employee, owner, partner, agent, shareholder, director, consultant or otherwise, in any business, occupation, work or any other activity which competes with the business of the Company; provided that the foregoing activities shall not include passive ownership of less than five percent of the share capital of a publicly held corporation, so long as he has no active role therein, such as employee, director, consultant or otherwise.
- 2.2 Executive undertakes that for a period of twelve (12) months following termination of Executive's employment for whatever reason Executive shall not engage, establish, open or in any manner whatsoever become involved, directly or indirectly, either as an employee, owner, partner, agent, shareholder, director, consultant or otherwise, in any business, occupation, work or any other activity which is reasonably likely to involve or require the use of any of the Company's Major Assets, as defined below; provided that the foregoing activities shall not include passive ownership of less than five percent of the share capital of a publicly held corporation, so long as he has no active role therein, such as employee, director, consultant or otherwise. Executive confirms that engagement, establishment, opening or involvement, directly or indirectly, either as an employee, owner, partner, agent, shareholder, director, consultant or otherwise, in any business, occupation, work or any other activity which competes with the business of the Company as conducted during the term of employment or contemplated, during such term, to be conducted, is likely to require the use of all or a portion of the Company's Major Assets.
- 2.3 Executive hereby declares that he is aware that a portion of the Salary contains additional consideration in exchange for the Executive fully undertaking the non-compete provisions in Section 2. Notwithstanding anything in this provision, the Executive declares that he is financially capable of undertaking these non-compete provisions.
- 2.4 Executive undertakes that during the term of employment with the Company and for a period of twelve (12) months thereafter: (i) Executive shall not, directly or indirectly, solicit, hire or retain as an employee, consultant or otherwise, any employee of the Company or induce or attempt to induce any such employee to terminate or reduce the scope of such employee's employment with the Company; and (ii) Executive shall not, directly or indirectly, solicit or induce, or attempt to solicit or induce, any consultant, service provider, agent, distributor, customer or supplier of the Company to terminate, reduce or modify the scope of such person's engagement with the Company.
-

2.5 Executive acknowledges that in light of Executive's position with the Company and in view of Executive's exposure to, and involvement in, the Company's sensitive and valuable proprietary information, property (including, intellectual property) and technologies, as well as its goodwill and business plans (the "**Company's Major Assets**"), the provisions of this Section 2 above are reasonable and necessary to legitimately protect the Company's Major Assets, and are being undertaken by Executive as a condition to the employment of Executive by the Company. Executive confirms that Executive has carefully reviewed the provisions of this Section 2, fully understands the consequences thereof and has assessed the respective advantages and disadvantages to Executive of entering into this Undertaking and, specifically, Section 2 hereof.

3. **Ownership of Inventions.**

3.1 Executive will notify and disclose in writing to the Company, or any persons designated by the Company from time to time, all information, improvements, inventions, trademarks, works, designs, trade secrets, formulae, processes, techniques, know-how and data, whether or not patentable or registerable under copyright or any similar laws, made or conceived or reduced to practice or learned by Executive, either alone or jointly with others, during Executive's employment with the Company (including after hours, on weekends or during vacation time) (all such information, improvements, inventions, trademarks, works, designs, trade secrets, formulae, processes, techniques, know-how, and data are hereinafter referred to as the "**Invention(s)**") immediately upon discovery, receipt or invention as applicable. Notwithstanding the aforementioned in this Section 3.1, any Inventions which were conceived or reduced to practice by Executive during his employment with the Company which (i) do not make use of Confidential Information of the Company or its subsidiaries; (ii) are not in breach of Executive's obligations towards the Company, including, any confidentiality and non-competition obligations; (iii) do not make use of any facilities or property of the Company or its subsidiaries; (iv) are not conceived or reduced to practice during Executive's working hours in the Company; and (v) do not relate to the business of, or compete with the business of, the Company or its subsidiaries as conducted during the term of employment of Executive or contemplated, during such term, to be conducted, shall not be deemed property of the Company.

3.2 Executive agrees that all the Inventions were and are, upon creation, Inventions of the Company, shall be the sole property of the Company and its assignees, and the Company and its assignees shall be the sole owner of all title, rights and interest in and to any patents, copyrights, trade secrets and all other rights of any kind or nature, including moral rights, in connection with such Inventions. Executive hereby irrevocably and unconditionally assigns to the Company all the following with respect to any and all Inventions: (i) all title, rights and interest in and to any patents, patent applications, and patent rights, including any and all continuations or extensions thereof; (ii) rights associated with works of authorship, including copyrights and copyright applications, Moral Rights (as defined below) and mask work rights; (iii) rights relating to the protection of trade secrets and confidential information; (iv) design rights and industrial property rights; (v) any other proprietary rights relating to intangible property including trademarks, service marks and applications thereof, trade names and packaging and all goodwill associated with the same; (vi) any and all title, rights and interest in and to any Invention; and (vii) all rights to sue for any infringement of any of the foregoing rights and the right to all income, royalties, damages and payments with respect to any of the foregoing rights. Executive also hereby forever waives and agrees never to assert any and all Moral Rights Executive may have in or with respect to any Inventions, even after termination of employment on behalf of the Company. "**Moral Rights**" means any right to claim authorship of a work, any right to object to any distortion or other modification of a work, and any similar right, existing under the law of any country in the world, or under any treaty.

3.3 Executive further agrees to perform, during and after employment, all acts deemed reasonably necessary or desirable by the Company to permit and assist it, at the Company's expense, in obtaining, maintaining, defending and enforcing the Inventions in any and all countries. Such acts may include, but are not limited to, execution of documents and assistance or cooperation in legal proceedings. Executive hereby irrevocably designates and appoints the Company and its duly authorized officers and agents, as Executive's agents and attorneys-in-fact to act for and on Executive's behalf and instead of Executive, to execute and file any documents and to do all other lawfully permitted acts to further the above purposes with the same legal force and effect as if executed by Executive.

3.4 Executive shall not be entitled to any monetary consideration or any other consideration except as explicitly set forth in the employment agreement between Executive and the Company. Without limitation of the foregoing, Executive irrevocably confirms that the consideration explicitly set forth in the employment agreement is in lieu of any rights for compensation that may arise in connection with the Inventions under applicable law and waives any right to claim royalties or other consideration with respect to any Invention, including under Section 134 of the Israeli Patent Law - 1967. Any oral understanding, communication or agreement with respect to the matters set forth herein, not memorialized in writing and duly signed by the Company, shall be void.

4. **General.**

4.1 Executive represents that the performance of all the terms of this Undertaking and Executive's duties as an employee of the Company does not and will not breach any invention assignment, proprietary information, non-compete, confidentiality or similar agreements with, or rules, regulations or policies of, any former employer or other party (including, without limitation, any academic institution or any entity related thereto). Executive acknowledges that the Company is relying upon the truthfulness and accuracy of such representations in employing Executive.

4.2 Executive acknowledges that the provisions of this Undertaking serve as an integral part of the terms of Executive's employment and reflect the reasonable requirements of the Company in order to protect its legitimate interests with respect to the subject matter hereof.

4.3 Executive recognizes and acknowledges that in the event of a breach or threatened breach of this Undertaking by Executive, the Company may suffer irreparable harm or damage and will, therefore, be entitled to injunctive relief to enforce this Undertaking (without limitation to any other remedy at law or in equity).

4.4 This Undertaking is governed by and construed in accordance with the laws of the State of Israel, without giving effect to its laws pertaining to conflict of laws. Any and all disputes in connection with this Undertaking shall be submitted to the exclusive jurisdiction of the competent courts or tribunals, as relevant, located in the city of Tel-Aviv-Jaffa, Israel.

4.5 If any provision of this Undertaking is determined by any court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such provision will be enforced to the maximum extent possible given the intent of the parties hereto. If such clause or provision cannot be so enforced, such provision shall be stricken from this Undertaking only with respect to such jurisdiction in which such clause or provision cannot be enforced, and the remainder of this Undertaking shall be enforced as if such invalid, illegal or unenforceable clause or provision had (to the extent not enforceable) never been contained in this Undertaking. In addition, if any particular provision contained in this Undertaking shall for any reason be held to be excessively broad as to duration, geographical scope, activity or subject, it shall be construed by limiting and reducing the scope of such provision so that the provision is enforceable to the fullest extent compatible with applicable law.

4.6 The provisions of this Undertaking shall continue and remain in full force and effect following the termination or expiration of the employment relationship between the Company and Executive, for whatever reason. This Undertaking shall not serve in any manner so as to derogate from any of Executive's obligations and liabilities under any applicable law.

4.7 Executive hereby consents that, following the termination or expiration of the employment relationship hereunder, the Company may notify the Executive's new employer about the Executive's rights and obligations under this Undertaking.

4.8 This Undertaking constitutes the entire agreement between Executive and the Company with respect to the subject matter hereof and supersedes all prior agreements, proposals, understandings and arrangements, if any, whether oral or written, with respect to the subject matter hereof. Notwithstanding anything to the contrary in this Undertaking, the obligations under this Undertaking are supplemental to and do not derogate from any obligations that the Executive may have, under law or contract, in any other capacity towards the Company. No amendment, waiver or modification of any obligation under this Undertaking will be enforceable unless set forth in a writing signed by the Company. No delay or failure to require performance of any provision of this Undertaking shall constitute a waiver of that provision as to that or any other instance. No waiver granted under this Undertaking as to any one provision herein shall constitute a subsequent waiver of such provision or of any other provision herein, nor shall it constitute the waiver of any performance other than the actual performance specifically waived.

4.9 This Undertaking, the rights of the Company hereunder, and the obligations of Executive hereunder, will be binding upon and inure to the benefit of their respective successors, assigns, heirs, executors, administrators and legal representatives. The Company may assign any of its rights under this Undertaking. Executive may not assign, whether voluntarily or by operation of law, any of its obligations under this Undertaking, except with the prior written consent of the Company.

IN WITNESS WHEREOF, the undersigned, has executed this Undertaking as of the date first mentioned above.

Executive: /s/ Tomer Bar-Zeev

APPENDIX C

General Approval Regarding Payments by Employers to a Pension Fund and Insurance Fund in lieu of Severance Pay

In accordance with the Severance Pay Law 5723-1963

By virtue of my authority under Section 14 of the Severance Pay Law 5723-1963 (hereinafter, the "Law"), I hereby confirm that payments made by an employer beginning on the date this authorization is publicized, for its employee, towards a comprehensive pension in a provident fund for benefit payments, which is not an insurance fund as implied in the Income Tax Regulations (Rules for Approving and Managing Provident Funds) 5724-1964 (hereinafter, a "Pension Fund"), or towards Managers' Insurance that includes an option for benefit payments (hereinafter, an "Insurance Fund") or a combination of payments towards a Pension Fund and an Insurance Fund (hereinafter, "Employer Payments"), shall be in lieu of the severance pay to which the said employee is entitled for the wages of which the said payments were paid and the period for which they were paid (hereinafter, the "Exempted Salary"), provided the following conditions shall be met:

1. Employer Payments -

- (a) To a Pension Fund are not less than 14.33% of the Exempted Salary or 12% of the Exempted Salary if the employer pays for his employee, in addition to this, supplementary severance payments towards a Severance Pay Fund or an Insurance Fund in the name of the employee, at a rate of 2.33% of the Exempted Salary. If the employer does not pay the said 2.33% in addition to the 12%, its payments shall be only in lieu of 72% of the employee's severance pay.
- (b) To an Insurance Fund are not less than one of the following:
 - (1) 13 1/3% of the Exempted Salary, if the employer pays for its employee payments for additional monthly income support in case of employee's inability to work, through a plan approved by the Supervisor for Capital Markets, Insurance and Savings in the Ministry of Finance, at a rate necessary to guarantee at least 75% of the Exempted Salary, or at a rate of 2 1/2% of the Exempted Salary, whichever is lower (hereinafter, "Loss of Work Capacity Insurance").
 - (2) 11% of the Exempted Salary, if the employer paid an additional Payment for the Loss of Work Capacity Insurance, and in such case the employer's payments shall be only in lieu of 72% of the employee's severance pay. If, in addition to such payments, the employer has also paid payments for the supplement of severance pay to a Severance Pay Fund or an Insurance Fund under the name of the employee at a rate of 2 1/3% of the Exempted Salary, the employer's payments shall be in lieu of 100% of the employee's severance pay.

2. Not later than three months from the commencement of the employer's payments a written agreement shall be prepared between the employer and the employee, which shall include:

- (a) The employee's agreement to an arrangement in accordance with this authorization, in wording that specifies the employer's payments and the Pension Fund and the Insurance Fund, as relevant. The said agreement shall also include the wording of this authorization.
- (b) The employer's prior waiver of any right it may have to a financial reimbursement for all or part of its payments, unless the employee's right to severance pay is rescinded by a judicial decree by virtue of Sections 16 or 17 of the Law, or that the employee withdrew funds from the Pension Fund or from the Insurance Fund not for a qualifying incident. In this regard a "qualifying incident"- death, disability or retirement at the age of 60 or older.
- (c) This authorization shall not derogate from the employee's right to severance pay under the Law, collective agreement, expansion order or employment contract, for wages exceeding The Exempted Salary.

(-)

Eliyahu Yishai

Minister of Labor and Social Welfare

Tomer Bar-Zeev
[Address intentionally omitted]

February 22, 2023

Re: Welcome Offer Letter ("Offer")

Dear Tomer,

On behalf of Unity, I am delighted to welcome you to the Unity group as President, Grow of ironSource Ltd. (the "Company"). As discussed, your current employment agreement with the Company dated June 28, 2021 (hereinafter the "**Employment Agreement**") shall continue to apply to your employment with the Company as of the Effective Date (as defined below), subject to the terms detailed herein.

If you accept this offer, by signing the Confirmation Section below, it will take effect on (and be conditional upon) the closing of the transaction contemplated in that Agreement and Plan of Merger dated July 13, 2022 by and among the Company and Unity Software Inc. and other parties thereto (the "**Effective Date**"). To the extent the closing of the merger does not occur, for any reason, this agreement will become null and void and your employment will continue to be governed by your current employment agreement with the Company.

Terms to be effective as of the Effective Date:

1. **Title/Position**- You shall be engaged in the position of President, Grow and shall report to the Chief Executive Officer.
2. **Compensation** - The parties have agreed to leave the Executive's current Salary and Bonus structure in place through the end of 2023. For 2024 onwards, both parties agree that they will negotiate in good faith the Executive's Salary, Bonus and Annual Equity Refresh Award in order to bring the Executive's Total Annual Compensation (which includes Salary, Bonus, and Annual Equity Refresh Award) consistent with that of other Unity executives of the same level and function, provided that any revisions or adjustments shall be subject to mutual consent in each party's respective discretion, and provided further that, in any event, the Executive's Total Annual Compensation shall be no less than the sum of (i) Executive's annual salary and bonus set forth in the Employment Agreement, and (ii) the annual equity grant set forth in the table attached hereto as Exhibit A.
3. **Equity** – Subject to applicable law, any future annual equity grants shall be subject to, and be made in accordance with, Unity's Annual executive compensation market review. Those equity awards will be reviewed and approved at the discretion of the Company and the Unity Software Inc. Board of Directors.

As it relates to acceleration of equity, any and all equity awards that were granted at any time before, or as of, the Effective Date shall, to the extent not already vested, become fully vested and exercisable (if applicable) upon a Double Trigger Event, death, or disability (as defined in the ironSource 2021 Incentive Share Plan).

For the avoidance of any doubt, Section 12 of Appendix A of the Employment Agreement is canceled.

4. **"Double Trigger Event"** - The definition of "Double Trigger Event" as listed in Section 3 of Appendix A, shall be replaced with the following definition:

"Dismissal by the Company without Cause or resignation by the Executive for Good Reason within 36 months after a Change in Control."

5. **"Good Reason"** - The definition of "Good Reason" included in Section 3 of Appendix A of the Employment Agreement shall be amended as follows: the words "*reporting obligations*" shall be deleted from sub-section (c). For the avoidance of any doubt, any changes agreed upon in this offer, including, but not limited to, a reduction of Salary to the extent agreed to by Executive in accordance with the mechanism set forth in Section 2 above, do not constitute "Good Reason" for any matter or purpose.
-

6. **"Cause"**- Section 3 of the Employment Agreement shall be amended to include the following new sub-section (g):

"(g) any material breach of the Unity Code of Conduct which, to the extent such breach is curable, has not been cured by the Executive within fifteen (15) days after receipt of notice thereof from the Company".

A copy of Unity's Code of Conduct can be found via our Investor Relations website and has also been attached to this Agreement.

7. **Notice Period** - Notice Period - The first paragraph of Section 3 of Appendix A to the Employment Agreement shall be replaced in its entirety with the following language:

(i) if provided prior to February 1, 2023 (the "Initial Term") - the Notice Period shall be 12 (twelve) months; (ii) if provided after the lapse of the Initial Term, including a case of dismissal in connection with a Double Trigger Event, the Notice Period shall be 6 (six) months.

8. **Policies** - Following the Effective Date, Unity policies may apply to your employment and any existing Company policy may change as part of the integration into the Unity group of companies.

9. **D&O insurance and indemnification** - The Employee will be covered by Unity's D&O insurance policy to the extent that their role qualifies them as an insured person under the policy. Those employees who become members of Unity's Board of Directors, Section 16 Officers of Unity, or Directors and Officers of subsidiaries will also be provided with an indemnification agreement at a later date.

10. **Authorities** - All authorities that under the Employment Agreement are to be determined by the Board of Directors or Compensation Committee of the Company shall now be managed in accordance with Unity's standard practices and subject to the approval of the Board of Directors or Compensation Committee of Unity Software Inc.

Other than the abovementioned, all terms of your Employment Agreement shall remain unchanged and shall continue to apply to the employment relationship between you and the Company. In case of any contradiction between this offer and your Employment Agreement, this offer will prevail.

Please sign the Confirmation Section below and return the executed copy to the undersigned by no later than February 28, 2023.

This offer, once executed by you, shall be deemed due notification of change of terms in accordance with the provisions of the Notice to Employee and Job Candidate Law (Employment Conditions and Candidate Screening and Selection) 5762-2002, and the regulations thereunder.

If you have any queries in regard to the employment agreement or any other matters regarding our offer, please let me know.

Kind regards,



Scott Pitasky
Chief People Officer
Unity Software Inc

Confirmation

I _____ holder of I.D. number _____, confirm and declare:

- (a) I have read the above offer, understood its terms and agree thereto.
- (b) I am signing this Confirmation on my own free will after being provided with the opportunity to consult with whomever you choose.

Name

Signature

Date

Exhibit A

Unity has been made aware that the section of your original Employment Agreement providing for an annual Equity award was incorrectly stated. It is hereby corrected to state:

The Executive is entitled to an annual equity award valued at \$4,000,000, which will be provided as a combination of stock options and restricted stock units (RSUs). For conversion purposes, any stock options will be granted based on the value of the RSU, at a ratio of 2.5 stock options to 1 RSU.

**CERTIFICATION OF PRINCIPAL EXECUTIVE OFFICER
PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002**

I, John Riccitiello, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Unity Software Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: May 10, 2023

By: /s/ John Riccitiello
John Riccitiello
President and Chief Executive Officer
(Principal Executive Officer)

**CERTIFICATION OF PRINCIPAL FINANCIAL OFFICER
PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002**

I, Luis Visoso, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Unity Software Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: May 10, 2023

By: /s/ Luis Visoso
Luis Visoso
Senior Vice President and Chief Financial Officer
(Principal Financial Officer)

**CERTIFICATION OF PRINCIPAL EXECUTIVE OFFICER
AND PRINCIPAL FINANCIAL OFFICER PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

I, John Riccitiello, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that the Quarterly Report on Form 10-Q of Unity Software Inc. for the quarter ended March 31, 2023 fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended, and that information contained in such Quarterly Report on Form 10-Q fairly presents, in all material respects, the financial condition and results of operations of Unity Software Inc.

Date: May 10, 2023

By: /s/ John Riccitiello
John Riccitiello
President and Chief Executive Officer
(Principal Executive Officer)

I, Luis Visoso, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that the Quarterly Report on Form 10-Q of Unity Software Inc. for the quarter ended March 31, 2023 fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended, and that information contained in such Quarterly Report on Form 10-Q fairly presents, in all material respects, the financial condition and results of operations of Unity Software Inc.

Date: May 10, 2023

By: /s/ Luis Visoso
Luis Visoso
Senior Vice President and Chief Financial Officer
(Principal Financial Officer)

This certification accompanies the Form 10-Q to which it relates, is not deemed filed with the Securities and Exchange Commission and is not to be incorporated by reference into any filing of Unity Software Inc. under the Securities Act of 1933, as amended, or the Securities Exchange Act of 1934, as amended (whether made before or after the date of the Form 10-Q), irrespective of any general incorporation language contained in such filing.