

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549
FORM 10-K**

(Mark One)

ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the fiscal year ended December 31, 2025
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 001-40349

DoubleVerify Holdings, Inc.
(Exact name of Registrant as specified in its Charter)

Delaware
(State or other jurisdiction
of incorporation or organization)

82-2714562
(I.R.S. Employer
Identification No.)

462 Broadway
New York, NY 10013
(Address of principal executive offices including zip code)
Registrant's telephone number, including area code: (212) 631-2111

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

Title of each class	Trading Symbol(s)	Name of the exchange on which registered
Common Stock, par value \$0.001 per share	DV	New York Stock Exchange

Securities registered pursuant to Section 12(g) of the Act: **None**

Indicate by check mark if the Registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. YES NO

Indicate by check mark if the Registrant is not required to file reports pursuant to Section 13 or 15(d) of the Act. YES NO

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

Accelerated filer

Non-accelerated filer

Smaller reporting company

Emerging growth company

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 has filed a report on and attestation to its management's assessment of the effectiveness of its internal control over financial reporting under Section 404(b) of the Sarbanes-Oxley Act (15 U.S.C. 7262(b)) by the registered public accounting firm that prepared or issued its audit report.

If securities are registered pursuant to Section 12(b) of the Act, indicate by check mark whether the financial statements of the registrant included in the filing reflect the correction of an error to previously issued financial statements.

Indicate by check mark whether any of those error corrections are restatements that required a recovery analysis of incentive-based compensation received by any of the registrant's executive officers during the relevant recovery period pursuant to §240.10D-1(b).

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

The aggregate market value of the Registrant's Common Stock held by non-affiliates of the Registrant as of June 30, 2025, the last business day of the Registrant's most recently completed second fiscal quarter, was approximately \$2,040,086,166 based upon the closing price reported for such date on the New York Stock Exchange ("NYSE"). The number of shares of Registrant's Common Stock outstanding as of February 19, 2026 was 161,987,971.

DOCUMENTS INCORPORATED BY REFERENCE

Portions of the Registrant's proxy statement for its 2026 annual meeting of stockholders are incorporated herein by reference in Part III of this Annual Report on Form 10-K to the extent stated herein. Such proxy statement will be filed with the Securities and Exchange Commission within 120 days of the Registrant's fiscal year ended December 31, 2025.

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SPECIAL NOTE ABOUT FORWARD-LOOKING STATEMENTS

This Annual Report on Form 10-K contains forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended (the “Securities Act”), and Section 21E of the Securities Exchange Act of 1934, as amended (the “Exchange Act”). Some of the forward-looking statements can be identified by the use of forward-looking terms such as “believes,” “expects,” “may,” “will,” “shall,” “should,” “would,” “could,” “seeks,” “aims,” “projects,” “intends,” “plans,” “estimates,” “anticipates” or other comparable terms. Forward-looking statements include, without limitation, all matters that are not historical facts. They appear in a number of places throughout this Annual Report on Form 10-K and include, without limitation, statements regarding our intentions, beliefs, assumptions or current expectations concerning, among other things, our financial position; results of operations; industry outlook; and growth strategies or expectations.

Forward-looking statements are subject to known and unknown risks and uncertainties, many of which may be beyond our control. We caution you that forward-looking statements are not guarantees of future performance or outcomes and that actual performance and outcomes, including, without limitation, our actual results of operations, financial condition and liquidity, and the development of the market in which we operate, may differ materially from those made in or suggested by the forward-looking statements contained in this Annual Report on Form 10-K. In addition, even if our results of operations, financial condition and cash flows, and the development of the market in which we operate, are consistent with the forward-looking statements contained in this Annual Report on Form 10-K, those results or developments may not be indicative of results or developments in subsequent periods. A number of important factors, including, without limitation, the risks and uncertainties discussed under the captions “Risk Factors” and “Management’s Discussion and Analysis of Financial Condition and Results of Operations” in this Annual Report on Form 10-K could cause actual results and outcomes to differ materially from those reflected in the forward-looking statements. These factors include, without limitation:

- our ability to respond to technological developments, evolving industry standards or shifting advertiser preference, which may make our solutions obsolete or less competitive;
- our ability to compete in our highly competitive market;
- our ability to retain existing customers, obtain new customers and generate revenue from new customers;
- system failures, security breaches, cyberattacks or other unforeseen events that could interrupt the operation of our platform and data centers;
- our use of artificial intelligence and machine learning models;
- our reliance on demand- and supply-side advertising platforms, ad servers and social platforms to accept and integrate with our technology;
- economic downturns and unstable market conditions;
- our ability to integrate businesses acquired;
- acquired businesses may disrupt our business, expose us to unanticipated liabilities, dilute stockholder value or divert management attention;
- our ability to accurately and timely collect payments from our customers and integration partners;

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- defects, errors or inaccuracies associated with our solutions;
- our long sales cycles, which can result in significant time between initial contact with a prospect and execution of a contractual agreement, making it difficult to project when, if at all, we will generate revenue from new customers;
- our ability to retain our management team and other key personnel and to hire additional qualified personnel;
- scrutiny of our corporate social responsibility practices and meeting stakeholders' evolving expectations relating to such practices;
- the application, interpretation, and enforcement of data privacy legislation and regulation on digital advertising and privacy and data protection;
- the impact of public criticism of digital advertising technology on our business, including digital advertising on social media platforms;
- the assertion of third-party intellectual property rights against us and our ability to protect and enforce our intellectual property rights;
- our ability to manage our business and conduct our operations internationally;
- our exposure to foreign currency exchange rate fluctuations;
- our use of "open source" software could subject our technology to general release, require us to re-engineer our platform or subject us to litigation;
- seasonal fluctuations in advertising activity;
- our ability to sustain historical growth rates;
- adverse developments in the tax laws and regulations, or disagreements with our tax positions, in the multiple jurisdictions in which we are subject to taxation;
- adverse developments affecting financial institutions;
- our estimates of market opportunity and forecasts of market growth may prove to be inaccurate;
- impairment of goodwill or other intangible and long-lived assets;
- restrictions contained in the New Revolving Credit Facility (as defined herein);
- our potential need for future additional financing that may not be available or may reduce our profitability;
- future sales of shares by us or our existing stockholders;

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- lack of research or misleading or unfavorable research published about our business by securities or industry analysts;
- the significant influence over us by funds affiliated with Providence Equity Partners L.L.C. (“Providence”);
- future offerings of debt or equity securities that would rank senior to our common stock;
- our ability to maintain an effective system of internal controls;
- our ability to fulfill our obligations incident to being a public company, including compliance with the Exchange Act and the requirements of the NYSE, the Sarbanes-Oxley Act and the Dodd-Frank Wall Street Reform and Consumer Protection Act (the “Dodd-Frank Act”); and
- the possibility of being subject to securities class action litigation due to future stock price volatility.

You should read this Annual Report on Form 10-K completely and with the understanding that actual future results may be materially different from expectations. All forward-looking statements made in this Annual Report on Form 10-K are qualified by these cautionary statements. These forward-looking statements are made only as of the date of this Annual Report on Form 10-K, and we do not undertake any obligation, other than as may be required by law, to update or revise any forward-looking or cautionary statements to reflect changes in assumptions, the occurrence of events, unanticipated or otherwise, and changes in future operating results over time or otherwise.

Unless the context otherwise requires, the terms “DoubleVerify,” “we,” “us,” “our,” and the “Company,” as used in this report refer to DoubleVerify Holdings, Inc. and its consolidated subsidiaries. DoubleVerify and its subsidiary DoubleVerify MidCo, Inc. changed their names from Pixel Group Holdings Inc. and Pixel Parent Inc., respectively, prior to the date of this Annual Report on Form 10-K. All references to DoubleVerify and DoubleVerify MidCo, Inc. are to these entities both prior to and after the name changes.

MARKET AND INDUSTRY DATA

This Annual Report on Form 10-K includes industry and market data and forecasts pertaining to the industry and markets of DoubleVerify Holdings, Inc. (“DoubleVerify”), including market sizes, market share, market positions and other industry data. Such information is based on our analysis of multiple sources, including publicly available information, industry publications and surveys, reports from government agencies, reports by market research firms and consultants and our own estimates based on internal company data and our management’s knowledge of and experience in the market sectors in which we compete (together, the “Company Data Analysis”). The third-party information contained within the Company Data Analysis has primarily been derived or extrapolated from reports prepared or published by Ad Age and Magna Global. We have not independently verified the market and industry data from third-party sources and thus the accuracy and completeness of such information cannot be guaranteed. This information cannot always be verified with complete certainty due to the limits on the availability and reliability of raw data, the voluntary nature of the data gathering process, and other limitations and uncertainties inherent in surveys of market size.

SERVICE MARKS, TRADEMARKS AND TRADE NAMES

We hold various service marks, trademarks and trade names, such as DoubleVerify, our logo design, DV Authentic Ad, DV MAP, DV Performance AdVantage, DV Authentic Attention, DV Pinnacle, and Authentic Brand Suitability, that we deem particularly important to the marketing activities conducted by each of our businesses. Solely for convenience, the trademarks, service marks and trade names referred to in this Annual Report on Form 10-K are without the ® and ™ symbols, but such references are not intended to indicate, in any way, that we will not assert, to the fullest extent under applicable law, our rights to these trademarks, service marks and trade names. This Annual Report on Form 10-K also contains trademarks, service marks and trade names of other companies which are the property of their respective holders. We do not intend our use or display of such names or marks to imply relationships with, or endorsements of us by, any other company.

PART I

Item 1. Business

Our Company

We are one of the industry’s leading media effectiveness platforms that leverages artificial intelligence (“AI”) to drive superior outcomes for global brands. By creating more effective, transparent ad transactions, we make the digital advertising ecosystem stronger, safer and more secure, thereby preserving the fair value exchange between buyers and sellers of digital media. As the global digital advertising market has evolved, we have continued to expand our capabilities since our founding in 2008 through new product innovation and partnerships across emerging programmatic media buying platforms and digital media channels, including social and CTV.

The advertising industry continues to experience an expanding array of digital channels and platforms. Aggregating self-reported data from a large number of publishers, social channels and programmatic platforms across an advertiser’s digital ad spend makes it difficult for the advertiser to form an accurate, unbiased view of how and where its ad budget is spent and the effectiveness of that spend. As ad fraud has proliferated across the Internet and other digital channels and advertisers provide even greater focus on finding content that is aligned with their brand strategy, advertisers are utilizing independent, third-party solutions to protect their brand equity and optimize the performance of their digital media investments.

Our technology addresses advertiser needs by providing unbiased data analytics that enable advertisers to increase the effectiveness, quality and return on their digital advertising investments while maintaining transparency and accountability. Our proprietary DV Authentic Ad metric is our definitive metric of digital media quality, which measures whether a digital ad is displayed in a fraud-free, brand-suitable environment and is fully viewable in the intended geography. Our solutions deliver this metric to our customers in real time, allowing them to access critical performance data on their digital ads. Customers then leverage our data analytics to improve the efficiency of their digital advertising investments by avoiding wasted media spend on blocked or fraudulent ads and to optimize their media strategies in real time by verifying their highest performing ads and content.

Our solutions are integrated across the entire digital advertising ecosystem, including programmatic platforms, social media channels and digital publishers. We deliver unique data analytics through our customer interface, DV Pinnacle, to provide detailed insights into our customers’ media performance on both direct and programmatic media buying platforms and across all key digital media channels (including social, video, mobile in-app and connected TV (“CTV”)), formats (including display and video) and devices (including mobile, desktop and connected televisions). We collected and analyzed data points on the approximately 9.5 trillion Media Transactions Measured (as defined below) by us in 2025, up from 8.3 trillion Media Transactions Measured in 2024 and 7.0 trillion in 2023. We also analyze more than 23 billion digital ad transactions daily, measuring whether ads are delivered in a fraud-free, brand-suitable environment and are fully viewable in the intended geography. Our solutions and unique position in the advertising ecosystem allow us to develop a significant data asset that accumulates over time as we measure an increasing number of media transactions. We are able to leverage our data asset across our existing solutions as well as expand the data asset to launch new solutions that address the evolving needs of advertisers.

Our blue-chip customer base includes many of the largest global brands. We serve over 2,500 customers that are diversified across all major industry verticals, including consumer packaged goods, financial services, telecommunications, technology, automotive and healthcare. In 2025, we had 131 customers who each represented at least \$1 million of annual revenue, up from 110 such customers in 2024 and 93 such customers in 2023, with no customer representing more than 10% of our revenue in 2025, 2024 or 2023. In addition to locations in which we currently have a remote or contracted workforce, we serve our customers globally through our offices or commercial operations in 32 locations across 26 countries, including the United States, the United Kingdom, Israel, Singapore, Australia, Brazil, Germany and the United Arab Emirates.

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We generate revenue from our advertising customers based on the volume of media transactions, or ads, that our solutions measure (“Media Transactions Measured”), for which we receive an analysis fee (“Measured Transaction Fee”), enabling us to grow as our customers increase their digital ad spend and as we integrate into new channels and platforms. We have long-term relationships with many of our customers, with an average relationship of approximately nine years for our top 25, 50 and 75 customers, and ongoing contractual agreements with a substantial portion of our customer base. We are also able to increase revenue per customer as we introduce new solutions, which has resulted in a compounded annual growth rate in average revenue for our top 100 customers of 20% from 2022 to 2025. With respect to our overall business, we have delivered strong historical revenue growth, with a compounded annual growth rate of over 18% from 2022 to 2025.

Our Industry

We believe that our business benefits from many of the most significant trends in digital marketing and advertising, including:

Continued Growth in Digital Ad Spend and Programmatic Ad Buying. Magna Global estimated that global digital ad spend, excluding search, reached \$378 billion in 2025 and is expected to grow to \$518 billion by 2029. We believe digital spend will continue to grow as new distribution channels and advertising formats emerge that enable advertisers to more effectively reach their target audiences. Advertisers continue to leverage digital media buying through programmatic platforms, which automate the digital ad buying process through the use of computer algorithms and deliver targeted advertisements utilizing vast data sets. Programmatic ad buyers and trading platforms benefit from consistent access to high quality and accurate data and analytics to improve purchasing decisions and optimize the efficacy of their ads. Furthermore, advertisers value having a single, unified data source for all of their digital media transactions that they can leverage to help make real-time decisions on programmatic ad placements across all channels and formats.

Emergence of CTV and Other New Digital Channels. Over time, the emergence of new digital channels, such as social, has attracted significant advertiser interest and investment. In turn, this has created additional demand for digital measurement and analytics solutions. CTV presents a significant opportunity for full-suite measurement and analytics providers due to the fragmented inventory and ad fraud emerging within this channel.

Importance of Content Alignment and Brand Reputation. Advertisers continue to prioritize maintaining the reputation of their brands and finding content environments that align with their ad campaign strategies. The context in which an ad is placed is a critical component of managing brand reputation and advertisers continue to utilize scalable, sophisticated brand suitability solutions to establish centralized controls for consistent enforcement of their policies and ensure effective use of their global digital media spend.

Desire to Improve Media Quality and Effectiveness. Media quality is foundational to performance. The significant growth in digital advertising has resulted in wasted ad spend due to ads that are never seen as a result of continually evolving ad fraud activities, including bots, fake clicks and fraudulent web sites. New and sophisticated schemes, particularly across emerging channels such as CTV and mobile in-app, are uncovered each day. We have identified nearly 35,000 fraudulent CTV/mobile apps as of December 31, 2025. In addition, even when an ad is verified to be fraud-free, there is no certainty that it is actually viewable or aligned with a brand’s standards. To drive tangible business outcomes for advertisers, we offer robust measurement solutions to validate the performance of their marketing campaigns, advanced signals like attention and context to highlight inventory that demonstrates user engagement, interest and intent, and dynamic AI optimization to inform media buying strategies predictive of key performance indicator achievement.

Artificial Intelligence. Generative AI tools are powerful and accessible to everyone - including bad actors. AI is being used to populate content farms, exacerbating the proliferation of clickbait articles, made-for-advertising (“MFA”) and low-quality content and inaccurate and misleading information. The rapidly-evolving, AI-powered internet will amplify advertisers’ need to protect media quality and we believe that we offer the most robust and granular brand suitability avoidance and measurement solutions in the industry, including the industry’s first comprehensive toolkit for MFA and AI generated content classification, measurement and protection. Our solutions seek to ensure that advertisers’ marketing efforts are strategically aligned with brand goals and values, to foster deeper consumer engagement and trust, while also optimizing investments and performance.

Our Strengths

We believe the following attributes and capabilities form our core strengths and provide us with competitive advantages:

Best-in-Class Solutions. Our technology stack enables us to develop proprietary advertising performance metrics on each digital ad transaction. This precision sets us apart from our competitors and allows us to combine and deliver performance measurements across fraud, brand suitability, viewability and geography into a single, unique metric (the DV Authentic Ad), as well as the flexibility to disaggregate and analyze the individual measurements for each delivered ad.

Broad Ecosystem Coverage. We provide comprehensive performance measurement metrics across all key digital channels where our customers advertise and deliver them through the major platforms through which they purchase advertising. As new media formats emerge, the strength of our solutions and the flexibility of our solutions allow us to seamlessly onboard new integration partners and secure new partnerships as selling channels for our solutions.

Powerful Network Effect Fueled by a Robust and Scalable Data Asset. Our solutions and unique position in the advertising ecosystem allows us to develop a significant data asset that accumulates over time as we measure an increasing number of media transactions. The knowledge from the billions of detailed data points we gather daily has enabled us to develop an extensive data asset that we leverage across our existing solutions as well as expand the data asset to launch new solutions that address the evolving needs of advertisers. The strength of our solutions attracts new customers which increases the ad transactions we measure and data we collect, further strengthening the value of our network.

Compelling Value Proposition Driving High Customer ROI. We enable our customers to optimize return on their marketing investments for a fraction of the underlying media cost. Our unique data analytics are used by our advertiser customers to identify the highest performing ad inventory. In addition, our solutions help our customers preserve one of their most important and invaluable assets - brand reputation - by ensuring ads are not shown near content that is inconsistent with their brand strategy and values.

Track Record of Successful Product Innovation. We have a track record of developing new solutions for our customers that provide increased relationship value and drive incremental average revenue per customer, thereby deepening our competitive edge.

Loyal and Growing Customer Base. Our customers currently include a majority of the top global advertisers, according to Ad Age. In each of the years 2022-2025, we maintained over 95% gross revenue retention rates across our customer base and in 2025 retained 99% of our top 75 customers. With this foundation, we were able to drive net revenue retention of 109% in 2025, 112% in 2024 and 124% in 2023 through increased advertising volume and the successful launch of newly-introduced solutions.

Scaled and Profitable Business Model. We have an attractive operating model, driven by the scalability of our solutions, the consistent nature of our revenue, our significant operating leverage and low capital intensity. Our solutions allow us to provide large-scale data analytics to customers around the world seamlessly and cost-effectively. We are able to scale our solutions efficiently and with limited incremental cost for new customers and additional solutions. We have grown our business while also achieving profitability, demonstrating the strength of our solutions and business model. For additional detail on costs of sales excluding depreciation and amortization, see “Management’s Discussion and Analysis of Financial Condition and Results of Operations - Results of Operations.”

Well-Aligned with Privacy Restrictions. We believe that we are well-positioned to benefit from broader government regulations and changing industry privacy standards that increasingly restrict the collection and use of personal data for advertising purposes. Our core software does not rely on third-party cookies, persistent identifiers or cross-site tracking technology to deliver our measurement and analytics solutions. Additionally, the core contextual data set that we use to provide our measurement and analytics solutions can also provide advertisers with an alternative source of data to deliver targeted advertising.

Our Solutions

The DV Authentic Ad

The DV Authentic Ad is our definitive metric of digital media quality, which evaluates the existence of fraud, brand suitability, viewability and geography for each digital ad:

- *Fraud:* Our solutions are designed to safeguard advertisers against increasingly sophisticated invalid digital traffic, such as bot fraud, site fraud, malware (including adware), and app fraud. We continuously monitor and analyze billions of delivered digital ads on a daily basis for aberrant activity in order to detect new fraud schemes. Each day, we identify over 24 million active fraudulent device signatures, distributing them to our partners nearly 100 times per day.
- *Brand Suitability:* Our customers use the data analytics that our solutions provide to identify desired contexts and help prevent their ads from appearing next to content that does not align with their campaign and brand strategies. Our brand suitability solutions evaluate the context of a webpage including the URL and the specific content. Our approach combines rich content ontology and proprietary artificial intelligence tools with human expertise to appropriately categorize content across over 40 languages. We offer brands the ability to dynamically configure over 100 avoidance categories, such as natural disasters, sensitive breaking news, politics, crime and violence, allowing brands to curate environments for their ads to be delivered. Customers can use our extensive content categories to identify desired contexts for their ads, without relying on third-party cookies, persistent identifiers or cross-site tracking technology. We also offer Authentic Brand Suitability, which is an enhanced set of contextual solutions that can be deployed across multiple programmatic platforms.
- *Viewability:* Digital ads are frequently obscured, paused before fully delivered or placed in locations that are out of view from the intended recipient. We help our customers determine if their ads are in-view by the recipient of each advertisement by providing advanced viewability metrics, including average time-in-view, key message exposure and video player size. Our solutions also leverage our historical data to predict the viewability of ads to optimize programmatic buying decisions.
- *Geography:* Many of our customers run distinct media campaigns that are targeted toward distinct geographic regions. The intended geography of these media campaigns may be specified due to the content or offer of the digital ad, the language in which it is presented or for regulatory and compliance reasons. Our customers leverage our solutions to ensure that their geographic targeting requirements are met and that there is language alignment between the digital ad and the intended geographic region.

DV Authentic Attention

DV Authentic Attention is DoubleVerify's MRC-accredited, privacy-friendly attention measurement solution that provides actionable, comprehensive data to drive campaign performance - from the impact of an ad's presentation to key dimensions of consumer engagement. Developed in 2020 and released in February 2021, this rich dataset enables granular attention measurement and campaign optimization at scale.

Building on the data we aggregate to deliver our definitive media quality metric, the DV Authentic Ad, DV Authentic Attention analyzes data points on the exposure of a digital ad and consumer's engagement with a digital ad and device - in real-time. For exposure, DV Authentic Attention evaluates an ad's entire presentation, quantifying its intensity and prominence through metrics that include viewable time, share of screen, video presentation, audibility, and more. For engagement, DV Authentic Attention analyzes key user-initiated events that occur while the ad creative is exposed, including user touches, screen orientation, video playback, and audio control interactions. Exposure and Engagement ladder up into the DV Attention Index, an overarching measure of attention that provides key insights into campaign performance. Our customers use DV Authentic Attention to predict which ads will impact consumers and drive outcomes, enabling them to make changes to their media strategies in real time.

Custom Contextual

In late 2020, we launched our Custom Contextual solution to enhance our programmatic advertising solutions. Advertisers use our Custom Contextual solution to match their ads to relevant content in order to maximize user engagement and drive optimal campaign performance. Custom Contextual metrics leverage our content-derived analytics data and are not reliant on third-party cookies or cross-site tracking technology. Custom Contextual enables advertisers to target audiences based on key points of interest even in web browsers and operating systems that have phased out or ended the use of third-party tracking technology, and also positions them to align with existing privacy regulations.

Scibids AI

In August 2023, we acquired Scibids Technology SAS (“Scibids”), a global leader in AI-powered digital campaign optimization. Our Scibids AI solution empowers global brands to leverage Demand-Side Platform impression-level data, first-party data, measurement data and cost data in order to build algorithmic models that more effectively drive specific key performance indicators and tangible outcomes while improving operational efficiency and reducing manual lift. Scibids AI technology does not rely on digital identifiers such as cookies and can be activated across leading Demand-Side Platforms, such as The Trade Desk, DV360, and Xandr.

Rockerbox

In March 2025, we acquired Rockerbox, Inc. (“Rockerbox”), a global leader in marketing attribution. Rockerbox enables advertisers to unify cross-channel conversion and spend data and apply advanced multi-touch attribution, marketing mix modeling and incrementality testing to measure and optimize the impact of advertising on real business outcomes. Our Rockerbox offerings empower brands to better understand the full customer journey across channels and devices, enabling more informed media investment decisions and performance optimization.

DV Authentic AdVantage

Launched in June 2025, DV Authentic AdVantage is our AI-powered performance optimization solution designed to help advertisers improve campaign outcomes across proprietary video platforms. Building on our media quality measurement and verification capabilities, DV Authentic AdVantage integrates our core quality controls with Scibids AI technology to dynamically guide media delivery toward higher-quality inventory in real time. By leveraging predictive decisioning informed by media quality and performance signals, DV Authentic AdVantage enables advertisers to actively optimize media performance to drive greater efficiency, suitability, and return on advertising spend at scale.

Supply-Side Solutions

We provide our software solutions and data analytics to publishers and other supply-side customers, such as retail media networks, to enable them to maximize revenue from their digital advertising inventory. Supply-side advertising platforms (such as ad networks and exchanges) utilize our data analytics to validate the quality of their ad inventory and provide metrics to their customers to facilitate the targeting and purchasing of digital ads. We also provide the DV Publisher Suite, a unified solution for digital publishers to manage revenue and increase inventory yield by improving video delivery, identifying lost or unfilled sales, and better aggregate data across all inventory sources. The DV Publisher Suite provides the following features to publishers:

- *Unified Analytics:* Eliminates manual, cumbersome, and repetitive tasks with automatically pulled reports to quickly aggregate and normalize a publisher’s data and improve decision-making, ROI and operational efficiency.
- *Campaign Delivery Insights:* Tools gather, normalize and analyze campaign delivery to effectively drive yield on digital direct-sold inventory.
- *Media Quality Insights & Optimization:* Powering publishers with analytics and data targeting on deliverability, suitability, viewability and existence of fraud to gain insights into performance and automatically implement ad

selection targeting to improve yield.

- *Industry Benchmarks*: Providing insight to publishers on the performance of their inventory in key metrics compared with competing publishers.
- *Video Delivery Automation*: Improves the user experience and maximizes video revenue from a publisher's video inventory through automated healing and acceleration technology.

Integration and Channel Partnerships

Our technology is integrated with leading digital advertising technology channels, supporting the distribution of our solutions and enabling us to analyze a broad footprint of data and deliver a comprehensive analysis for our customers. These digital ecosystem integrations are highly complex, requiring significant time and capital to develop, and they are a key driver of our success by creating highly scalable network effects. Our position as a strong, independent analytics partner has enabled us to integrate with key global platforms, including social channels, many of whom are very selective in granting third parties access to their technology environments. As new media formats emerge, the strength of our solutions and the flexibility of our software platform allows us to efficiently onboard new integration partners and secure new partnerships as selling channels for our solutions. Further, as we build new product sets, these flexible integrations and partnerships allow for seamless distribution of new services on existing partner platforms. We maintain a team of dedicated business development professionals who manage existing partnerships and develop new channels.

Select integration and channel partners include:

- *Demand-Side Platforms*: Amazon, Google, The Trade Desk, Yahoo, Nexxen, Infillion, Adobe, StackAdapt
- *Ad Platforms and Exchanges*: Line Yahoo, Magnite, Teads, Epsilon, Nexxen, Taboola, Criteo
- *Ad Servers and Ratings/Workflow Platforms*: Innovid, Google, MediaOcean Prisma, Amazon and Microsoft
- *Social Platforms*: Facebook, Instagram, YouTube, TikTok, X (formerly Twitter), Snapchat, and Pinterest
- *CTV*: Amazon, Netflix, Disney+, Hulu and Roku

Our advertising customers purchase the Company's programmatic solutions through a Demand-Side Platform. Demand-Side Platforms have technology to manage an advertiser's bidding process on exchanges that facilitate the buying and selling of advertising inventory from multiple advertising networks. Customers leverage the Company's solutions on Demand-Side Platforms to enable the advertiser to evaluate the quality of advertising inventory up for bid on an advertising exchange. To make the Company's solutions available to advertiser customers through a Demand-Side Platform, the Company enters into agreements with programmatic partners that allow our technology to be integrated into the Demand-Side Platform and enable customers to access our solutions through the platform. Under the terms of these agreements with Demand-Side Platforms, the programmatic partner collects fees from the Company's advertiser customers and remits them to the Company. Because our advertiser customers obtain control of the Company's solutions to inform their purchasing decision, rather than the programmatic partners providing access to the Demand-Side Platform, the Company records revenue for the gross amounts paid by its advertiser customers for these Company-provided solutions, and the amounts retained by the programmatic partners are recorded by the Company as a cost of sales.

Sales, Marketing and Customer Support

Our go-to-market strategy for new customers is focused on driving awareness for our solutions, and fostering relationships with senior brand executives and Chief Marketing Officers of leading brands, agencies and publishers. Our sales presentation is focused on the market challenges that we address, the benefits that customers have achieved utilizing our solutions and the product innovation and differentiation that drive our superior results. We target the largest global advertisers and we believe that we offer the most comprehensive suite of solutions available in the market.

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Our commercial organization is aligned by geographically focused teams, comprising sales and account management professionals in the Americas, EMEA and APAC, and professionals dedicated to global client and agency relationships. We regularly seek to expand into new geographies based on demand from existing customers and the attractiveness of the potential market opportunity.

Our sales professionals are responsible for driving the overall commercial strategy, establishing early connections and maintaining relationships with large, blue-chip brands and global advertising agencies and expanding our existing customer relationships. Our customer support team handles all aspects of customer relationships from pre-sale technical support to client onboarding, training and implementation of our solutions. Account managers work closely with product managers to provide direct customer feedback, which is also shared with our technology and development organization, enabling them to implement ongoing improvements and identify potential new product categories.

Our marketing team's objectives are to build brand leadership globally, drive sales empowerment through lead generation and top-of-funnel pipeline growth, and support customer retention and up-sell through industry insights, thought leadership and analysis of customer data. We execute this strategy through frequent publications of industry insight reports, whitepapers, case studies, earned media, participation at industry conferences and frequent engagement with the world's leading brands.

As of December 31, 2025, we had 483 professionals on our Commercial organization teams, of which 206 were sales professionals, 50 were marketing professionals and 227 were account managers and customer support representatives. Our sales, marketing and customer support expenses were \$190.8 million, \$167.5 million and \$126.0 million for each of the years ended December 31, 2025, December 31, 2024 and December 31, 2023.

Product Development

Ongoing product innovation is central to our business. Rapid advancement of our product capabilities has enabled our business to meet customer needs in the dynamic digital advertising landscape. Through our innovation, we have been able to continuously add new capabilities to our solutions.

Our engineering and technology team, consisting of 362 employees as of December 31, 2025, is responsible for the development of software and the operations of our infrastructure. We use an agile development process with automated quality assurance, deployment and post-deployment testing to rapidly build, test and deploy new functionality.

Our product team, consisting of 177 employees as of December 31, 2025, is responsible for working with our sales, account management, marketing and business development teams to understand customer input, assess the market opportunity and define the product roadmap. This team is structurally aligned with our engineering organization to ensure there is direct accountability for all aspects of research and product development. Our team includes expert linguists, content classification analysts, fraud researchers and other supporting operational roles which provide the domain expertise and ongoing product development to ensure the highest possible quality of our technology. Product development is conducted throughout our eight research and development centers.

Our product development expenses were \$178.4 million, \$153.0 million and \$125.4 million for each of the years ended December 31, 2025, December 31, 2024 and December 31, 2023. We intend to continue to invest in our research and development capabilities to cover a broader range of products, customers and geographies.

Technology

Our technology is designed to provide our customers with precise, real-time decision-making and measurement data across their digital advertising campaigns.

Our commitment to providing innovative and accurate advertising data and analytics is accomplished through the following core technology components:

- **Configurable Settings:** We have built a flexible configuration profile and settings distribution solution that allows customers to apply our software to their unique needs and brand preferences. Our flexible technology ensures that new campaigns and configurations are distributed across our global infrastructure in minutes.
- **Omni-Channel Display and Video Measurement Tags:** We have built video and display measurement tags that seamlessly operate in any format or device, enabling simple tagging processes that minimize customer trafficking needs.
- **Advanced Owned & Operated Semantic Science Technology:** Our owned and operated semantic science technology provides accurate and granular content classifications using machine learning and an ontology of over 185,000 distinct content topics.
- **AI Driven Classification:** Universal Content Intelligence is our content classification engine that powers expansive content categorization online based on policy definitions and AI technology. We employ a holistic classification approach by analyzing key types of content, including visual, audio, speech, text and link elements.
- **Deterministic, Cross-Channel Fraud and Invalid Traffic Identification:** We operate multiple proprietary fraud and invalid traffic detection models that benefit from the scale of the ads we analyze on a daily basis. Our fraud lab includes a dedicated team of data scientists, mathematicians and analysts from the cyber-fraud prevention community and we leverage AI, machine learning and manual review to detect new forms of fraud. Fraud signature updates are distributed into our serving infrastructure and to our partners nearly one hundred times per day to ensure maximum real-time protection for our customers and the deterministic nature of our algorithms helps to systematically assess risk.
- **Deeply Embedded Technology:** Our technology is deeply embedded into major platforms and partners that provide direct, programmatic and social advertising. These integrations represent years of collective development, joint integration and ongoing quality assurance work between us and our partners.
- **Unified Analytics:** Our customized analytics provide unified insights and analytics to both the digital advertising buyer and seller on every measured ad. We operate customized analytics dashboards, configurable insights and data delivery engines and data integrations that maximize the utility of the data produced by our software.
- **Privacy Framework:** We have built a privacy framework that is directly integrated into our measurement technology. This framework allows us to modify our solutions in real-time based on the regulatory jurisdiction and data collection consent status of each individual measured ad.
- **Dedicated Information Security:** We host a large quantity of our customer media campaign data. We maintain a comprehensive information security program designed to ensure the security and integrity of our systems and our customers' data. Our security program includes network intrusion monitoring and detection sensors deployed throughout our infrastructure and we leverage multiple vendors and a dedicated staff to provide 24/7 monitoring of our network. In addition, we obtain third party security assessments and audits of our infrastructure and security.
- **Reliable, Scalable and Redundant Infrastructure:** We operate a global proprietary and redundant infrastructure that is highly available, fault tolerant and capital efficient.

Certifications and Accreditations

Digital advertising measurement is subject to numerous governing industry standards, guidelines and best practices. Supporting these standards are organizations that conduct audit-based accreditations and other certification processes for media measurement products and to renew accreditations on an annual basis. We have received accreditations and certifications from a wide range of industry bodies, including the Media Rating Council (MRC), a U.S. based independent organization that audits and accredits media measurement products and data sources, Trustworthy Accountability Group and Japan Joint Industry Committee for Digital Advertising Quality (JICDAQ). In addition, as part of our ongoing commitment to privacy compliance and data governance, we have achieved certifications for Asia-Pacific Economic Cooperation (APEC) Cross Border Privacy Rules (CBPR), and Privacy Recognition for Processors (PRP) through TrustArc. In 2022, we also achieved ISO 27001:2013 certification for our information security management system. In 2024, we further enhanced our privacy program by adding TrustArc's Enterprise Privacy Certification and expanding our ISO 27001:2013 to include ISO 27701:2019, the privacy specific add-on to ISO 27001:2013.

The accreditations and certifications of our products gives advertisers confidence in the efficacy and reliability of our solutions. These accreditations and certifications also ensure that our partners and other participants in the digital advertising ecosystem that are impacted by our digital media measurement can trust that our solutions are consistent, fair and meet industry standards. We continue to invest in maintaining and growing our accreditations and certifications as they are a key element to ensuring our solutions are trusted by market participants around the globe. The expansive coverage of our certifications and accreditations across metrics, standards, devices and regions represents a significant expenditure of capital and years of auditing that can be difficult for new market entrants to obtain.

Competition

We operate in an evolving, competitive end market with multiple different types of competitors. Ad platform partners that offer their own measurement and performance solutions for ads placed through their ad buying tools, such as The Trade Desk, Meta and Google, as well as other digital ad measurement providers, including Integral Ad Science, Scope3, Zefr, Nielsen, Comscore and Protected Media constitute our primary competitors. Additionally, there are several companies that provide point solutions that address individual aspects of digital ad measurement and performance, such as HUMAN, Peer 39, Mobian and Pixability, or geographically focused companies.

We believe the principal competitive factors in our market include the following:

- the ability to provide an independent, unified and consistent MRC-accredited measurement of digital ads across all formats and channels;
- the ability to provide accurate and reliable data insights on the brand suitability, existence of fraud, viewability and performance of digital ads;
- the ability to innovate and adapt product offerings to emerging digital media technologies and offer products that meet changing customer needs;
- the ability to support large, global customers and develop and maintain complex integrations with key partners across the digital advertising ecosystem;
- the ability to achieve and maintain industry accreditations; and
- the ability to collect this data across all key platforms and provide independent analytics to our customers.

We believe we compete favorably on these factors and we will continue to provide valuable data and analytics to our customers.

Seasonality

We experience fluctuations in revenue that coincide with seasonal fluctuations in the digital ad spending of our customers. Advertisers typically allocate the largest portion of their media budgets to the fourth quarter of the calendar year in order to coincide with increased holiday purchasing. As a result, the fourth quarter of the year typically reflects our highest level of measurement activity while the first quarter reflects the lowest level of such activity. We expect our revenue to continue to fluctuate based on seasonal factors that affect the advertising industry as a whole. While our revenue is highly recurring, seasonal fluctuations in ad spend may impact quarter-over-quarter results. We believe that the year-over-year comparison of results more appropriately reflects the overall performance of the business.

Intellectual Property

The protection of our intellectual property is important to our success and our internally developed technology provides the foundation of our proprietary suite of products. We rely on intellectual property laws in the U.S. and abroad, as well as confidentiality procedures and contractual restrictions, to protect our intellectual property. We believe our solutions are difficult to replicate and we will continue to enhance our intellectual property portfolio as we develop new solutions for our customers.

We have four registered U.S. patents, six international patents and one pending patent application. We also hold various service marks, trademarks and trade names, including DoubleVerify, our logo design, DV Authentic Ad, DV Authentic Attention, DV Pinnacle and Authentic Brand Suitability, that we deem important to our business. We have over 20 registered U.S. trademarks and over 10 trademarks that we have registered in various jurisdictions abroad.

People and Culture

We help brands improve the effectiveness of their online advertising, giving them clarity and confidence in their digital investment. Confidence is built on trust. We work to build trust by ensuring our company's mission, team, and actions are aligned with transparency and authenticity. Trust is foundational to both the lasting partnerships we have built with clients and with our employees as well.

Culture and Values

We believe we drive innovation and competitive success in digital advertising through fostering a wide range of ideas, viewpoints and insights in our workforce. Our values - Passion, Accountability, Collaboration and Trailblazing - are integral to our business strategy and focus on building capabilities, investing in our people, using data to scale progress and creating safe spaces.

Employee Metrics

We believe that attracting, engaging, and retaining top talent is crucial to our continued success. We have 1,231 employees around the world who are the driving force of our innovation and success. Approximately 42% of our employees are located outside of the Americas. We also incorporate contracted resources to expand the reach of our full-time workforce.

Investing in our people

We believe benefits are a critical part of delivering an exceptional employee experience for our people. Therefore, we offer a competitive compensation and benefits program that supports our employees' physical, mental, and financial health.

To support the development of our employees' skills and abilities, we provide a wide range of learning and growth opportunities including leadership, personal development, and other technical training. In addition, we provide tuition reimbursement for educational programs our employees may wish to enroll in outside of the programming we provide.

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We are dedicated to the health, safety, and wellness of our employees, as each is integral to our success as an organization. We provide our employees and their families with access to a variety of programs, including access to online mental health resources and wellness expense reimbursements.

Regulatory Matters

Like other advertising technology companies in the verification and media effectiveness space, our business is subject to U.S. and foreign laws and regulations related to data security and privacy. Laws restricting the collection, processing and use of personal data have been enacted in numerous states in the U.S., including California (the California Consumer Privacy Act (“CCPA”) and the California Privacy Rights and Enforcement Act (“CPRA”)), the U.K. (the General Data Protection Regulation (“UK GDPR”)), Brazil (the Brazilian General Data Protection Law) and Europe (the General Data Protection Regulation (“EU GDPR”) and elsewhere. Some of these data protection laws may have different requirements than those in the U.S., which may result in inconsistent requirements and differing interpretations across jurisdictions. As a general matter, our core software does not rely on third-party cookies, persistent identifiers or cross-site technology, but components of our technology depend in part on the receipt, processing, storage and/or use of personally identifiable information. Therefore, existing and future data security and privacy laws may affect our ability to implement our business models effectively.

Governments, privacy advocates and class action attorneys are increasingly scrutinizing companies for compliance with data privacy requirements and the sufficiency of existing frameworks. Among the most sensitive topics recently being debated is the issue of the transfer of personally identifiable information between countries (known as onward transfers), with a particular focus on transfers from the European Union (“EU”) to the United States. As of 2023, EU and U.S. officials announced an agreement on and the enactment of the “Data Privacy Framework” or “DPF,” and the DPF was also adopted by the United Kingdom (“UK”) and Switzerland. Participating companies are able to rely on the DPF to support data transfers to the United States. The Company joined the EU-US, UK-US and Swiss-US DPF in the summer of 2023. While the enactment of the DPF has relieved some concerns around the issue of data transfers to the United States with respect to our core business, the framework has been challenged by several activists claiming it is insufficient to safeguard EU citizens’ personal data in the United States. Successful legal challenge could cause uncertainty around the feasibility of transfers of personal data from the EU, the UK and Switzerland, to the United States, and has the potential to adversely affect our operations and business.

Further, the Children’s Online Privacy Protection Act (“COPPA”) applies to websites and other online services that are directed to children under thirteen (13) years of age and imposes certain restrictions on the collection, use and disclosure of personal information from these websites and online services. Changes or expansions to these and other legislation or regulations that further restrict the collection, processing and use of personal data, as well as the consequential changes to voluntary frameworks relied upon within the industry, could result in changes to the digital advertising ecosystem and our channel partners’ business practices and may require us to alter the functionality of our measurement solutions. We continue to monitor changes in all applicable data security and privacy regulations and laws in order to maintain compliance with such regulations and laws.

Available Information

We file Annual Reports on Form 10-K, Quarterly Reports on Form 10-Q, Current Reports on Form 8-K, proxy statements, and related amendments and other information with the Securities and Exchange Commission (“SEC”). You may access and read our filings without charge through the SEC’s website at www.sec.gov or through our website at <http://ir.doubleverify.com>, as soon as reasonably practicable after such materials are filed with or furnished to the SEC pursuant to Section 13(a) or 15(d) of the Exchange Act.

Website addresses referred to in this Annual Report on Form 10-K are not intended to function as hyperlinks, and the information contained on our website is not incorporated into, and does not form a part of this Annual Report on Form 10-K or any other report or documents we file with or furnish to the SEC.

Item 1A. Risk Factors

RISK FACTORS

Investing in our common stock involves a high degree of risk. You should consider and read carefully all of the risks and uncertainties described below, as well as other information contained in this Annual Report on Form 10-K, including the Management's Discussion and Analysis of Financial Condition and Results of Operations and our consolidated financial statements and related notes appearing elsewhere in this Annual Report on Form 10-K, before making an investment in our common stock. The risks described below are not the only ones facing us. The occurrence of any of the following risks or additional risks and uncertainties not presently known to us could materially and adversely affect our business, financial condition, results of operations or cash flows. In any such case, the trading price of our common stock could decline, and you may lose all or part of your investment. This Annual Report on Form 10-K also contains forward-looking statements and estimates that involve risks and uncertainties. Our actual results could differ materially from those anticipated in the forward-looking statements as a result of specific factors, including the risks and uncertainties described below.

Risk Factors Summary

Below is a summary of the principal factors that make an investment in our common stock speculative or risky:

- If we fail to respond to technological developments, evolving industry standards or shifting advertiser preference, our solutions may become obsolete or less competitive.
- The market in which we participate is highly competitive.
- System failures, security breaches, cyberattacks or other unforeseen events could interrupt the operation of our platform and data centers and significantly harm our business, financial condition and results of operations.
- We may face risks associated with our use of artificial intelligence and machine learning models.
- Our solutions rely on integrations with demand- and supply-side advertising platforms, ad servers and social platforms.
- Economic downturns and unstable market conditions could adversely affect our business, financial condition and results of operations.
- We have completed several acquisitions in the past and may consummate additional acquisitions in the future, which may be difficult to integrate, disrupt our business, expose us to unanticipated liabilities, dilute stockholder value or divert management attention.
- We are subject to payment-related risks, and if our ability to accurately and timely collect payments is impaired, our business, financial condition and results of operations may be adversely affected.
- Defects, errors or inaccuracies associated with our solutions could negatively impact our business, financial condition and results of operations.
- We often have long sales cycles, which can result in significant time between initial contact with a prospect and execution of a contractual agreement, making it difficult to project when, if at all, we will generate revenue from new customers.
- We depend on our management team and other key personnel to manage our business effectively, and if we are unable to retain such key personnel or hire additional qualified personnel, our ability to compete could be harmed.

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- Increasing scrutiny and evolving expectations from customers, employees, regulators and other stakeholders with respect to our corporate social responsibility (“CSR”) practices may expose us to new or additional risks.
- Data privacy legislation and regulation on digital advertising and privacy and data protection may adversely affect our business.
- Public criticism of digital advertising technology in the U.S. and internationally, including digital advertising on social media platforms, could adversely affect the demand for and use of our solutions.
- The success of our business depends in large part on our ability to protect and enforce our intellectual property rights.
- An assertion from a third party that we are infringing its intellectual property rights, whether such assertion is valid or not, could subject us to costly and time-consuming litigation, expensive licenses or other impacts to our business.
- We are exposed to the risks of operating internationally.
- Exposure to foreign currency exchange rate fluctuations could negatively impact our results of operations.
- Our use of “open source” software could subject our technology to general release or require us to re-engineer our platform, or subject us to litigation, which could harm our business, financial condition and results of operations.
- Seasonal fluctuations in advertising activity could have a negative impact on our revenue, cash flow and operating results.
- Our operating history may not be indicative of our future growth or financial results and we may not be able to sustain our historical growth rates.
- Our revenues and results of operations may fluctuate in the future. As a result, we may fail to meet the expectations of securities analysts or investors, which could cause our stock price to decline.

Risks Relating to Our Business

If we fail to respond to technological developments, evolving industry standards or shifting advertiser preference, our solutions may become obsolete or less competitive.

Our success depends in part on our ability to develop new solutions and modify or enhance our existing platform in order to meet customer needs, maintain and add functionality and address technological advancements. To remain competitive, we need to continuously maintain and upgrade our existing platform and develop new solutions that address evolving technologies, advertising strategies and standards across all major channels, formats and devices for digital advertising, including mobile, social, video, in-app, display and connected television, as well as across digital media buying platforms, such as programmatic, direct ad exchanges and trading networks. We may be unsuccessful in maintaining and upgrading our existing platform or identifying new solutions in a timely or cost-effective manner, or we may be limited in our ability to develop or market new or upgraded solutions due to patents held by others. In addition, new product innovations may not achieve the market penetration or price levels necessary for profitability. Advancements in technology such as AI and machine learning are changing the way people work by automating tasks, enhancing communication, and improving decision-making processes, and our business may be harmed or we may face competitive disadvantage if we are slow to adopt these new technologies. If we are unable to develop timely enhancements to, and new features for, our existing platform or if we are unable to develop new solutions that align with advertiser demands as priorities shift or keep pace with rapid technological developments or changing industry standards, the solutions we deliver may become obsolete, less marketable and less competitive, and our business, financial condition and results of operations may be adversely affected. Moreover, advertisers have in the past and may in the future alter the mix of their advertising spend away from the open web and other channels towards platforms on which we offer more limited solutions or towards higher cost inventory that may result in lower impression volumes in response to these changes or as a result of shifting advertiser preference or the real or perceived impact of AI on the quality of inventory available to advertisers in certain channels. Further, if our existing and future product offerings fail to maintain or achieve Media Rating Council (“MRC”) or other industry accreditation standards, customer acceptance of our products may decrease. Any change in our clients digital ad spend in response to such factors could adversely affect our business, financial condition and results of operations.

The market in which we participate is highly competitive.

The market for measurement, data analytics, performance solutions and authentication of digital advertising is competitive and evolving rapidly. As this market evolves, competition may intensify as existing companies expand their businesses and new companies and technologies enter the market, which could lead to commoditization and harm our ability to increase revenue and maintain profitability. Our success depends on our ability to retain and grow our existing customers and market and sell our platform and solutions to new customers. Companies have in the past and could in the future develop, market or offer competitive products, acquire one of our competitors, form a strategic alliance with one of our competitors or integration partners or decrease their pricing. As a result, our ability to attract new customers or retain existing customers could be adversely impacted or we may need to reduce pricing to compete in the market and our results of operations could be harmed. Although no customer accounted for more than 10% of our revenue in 2025, the loss of multiple customers or changes in spending patterns in certain industry verticals due to such changing conditions or renegotiated pricing for certain customers could adversely affect our business, financial condition and results of operations. In addition, we have partnerships with platforms to allow our customers to utilize our solutions, and these integration partners, some of which have significant market share in the segment in which they operate, have and could continue to develop products that compete with us. These platform partners have significant control over how our solutions are provided on their platforms, may be able to provide differentiated data as part of their competitive solutions and, in many instances, are able to provide these competitive solutions at significantly lower rates or for free. We also maintain client relationships with such platforms as advertisers and any strain in our relationship with such partners could have adverse impact on revenue. Many of our relationships with advertisers are conducted through contractual arrangements with advertising agencies or in many cases, significant portions of customers' ad spend are managed by these agencies, and these advertising agencies have significant control over what solutions will be used for advertisers' campaigns. In some instances, these advertising agencies market or offer competitive products to ours and decisions by the advertising agencies to use solutions other than ours or any strain in our relationship with such agencies could have adverse impact on revenue. Our current and potential competitors may have more financial, technical, marketing and other resources, as well as longer operating histories and greater name recognition than we do. As a result, these competitors may be better able to respond quickly to new technologies or devote greater resources to the development, promotion, sale and support of their products and services. We cannot assure you that our customers will continue to use our platform or that we will be able to replace, in a timely manner or at all, departing customers with new customers that generate comparable revenue.

We believe that our ability to compete successfully in our market depends on a number of factors, both within and outside of our control, including: (i) the price, quality and effectiveness of our solutions and those of our competitors; (ii) our ability to retain and add new integration partners and the availability of our solutions on those platforms; (iii) the timing and success of new product introductions; (iv) our position as an independent third-party within the digital advertising ecosystem; (v) the emergence of new technologies; (vi) the number and nature of our competitors; (vii) the protection of our intellectual property rights; (viii) the adoption of new privacy standards or regulations; (ix) advertisers' decisions to change advertising budgets or campaign strategies; and (ix) general market and economic conditions. The competitive environment has and could in the future result in price reductions that could result in lower profits and loss of market share. If we are unable to compete successfully against our current and future competitors, we may not be able to retain and acquire customers and our business, financial condition and results of operations could be adversely affected.

System failures, security breaches, cyberattacks or other unforeseen events could interrupt the operation of our platform and data centers and significantly harm our business, financial condition and results of operations.

Our success depends on the efficient and uninterrupted operation of our platform. A failure of our computer systems, or those of our demand-side integration partners, has in the past and could in the future impede access to our platform, interfere with our data analytics, prevent the timely delivery of our solutions or damage our reputation. In the future, we may need to expand our systems at a significant cost and at a more rapid pace than we have to date. We may be unable to provide our solutions on a timely basis or experience performance issues with our platform if we fail to adequately expand or maintain our system capabilities to meet future requirements. Any disruption in our ability to operate our platform will prevent us from providing the solutions requested by our customers and partners, which may damage our reputation and result in the loss of customers or integration partners and the imposition of penalties or other legal or regulatory action, and our business, financial condition and results of operations could be adversely affected.

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In delivering our solutions, we are dependent on the operation of our data centers as well as those of third-party service providers whether in cloud or dedicated environments, which are vulnerable to damage or interruption from earthquakes, terrorist attacks, war, floods, fires, power loss, telecommunications failures, computer viruses, computer denial of service attacks or other attempts to harm our system and similar events. Some of our systems are not fully redundant, and our disaster recovery planning cannot account for all eventualities. The occurrence of any issues or failures at our data centers (or the data centers of any of our third-party vendors) have in the past and could in the future result in interruptions in the delivery of our solutions to our customers.

The risk of cyberattacks has also increased and will continue to increase in connection with geopolitical conflicts and wars (including Russia's invasion of Ukraine and conflicts in the Middle East). In light of these conflicts and wars, state-sponsored parties or their supporters may initiate retaliatory cyberattacks, and may attempt to cause supply chain disruptions, or to conduct other geopolitically motivated retaliatory actions that may adversely disrupt or degrade our operations. State-sponsored parties have, and will continue, to conduct cyberattacks to achieve their goals that may include espionage, monetary gain, disruption, and destruction.

In addition, our ability to operate our platform and deliver our solutions may be interrupted by computer viruses, cyberattacks and security breaches. For example, unauthorized parties have in the past and may attempt in the future to gain access to our information systems and data. Outside parties have in the past and may also attempt in the future to fraudulently induce our employees or users of our platform to disclose sensitive information via illegal electronic spamming, social engineering, phishing, account takeovers, mobile phone malware and SIM card swapping, credential stuffing or other tactics. Although we maintain a cyber risk management program as described in "Item 1.C. Cybersecurity," we cannot guarantee that a security incident will not occur or that any such incident will be detected or remediated in a timely manner. Any breach of our security measures or the accidental loss, inadvertent disclosure or unauthorized dissemination of proprietary information or sensitive, personal or confidential data about us, our employees or our customers or integration partners, including the potential loss or disclosure of such information or data as a result of hacking, fraud, trickery or other forms of deception, could expose us, our employees, our customers or our integration partners to risks of loss or misuse of this information. Any such breach, loss, disclosure or dissemination may also result in potential liability or fines, governmental inquiry or oversight, litigation or a loss of customer confidence, any of which could harm our business and damage our reputation, possibly impeding our ability to retain and attract new customers, and cause a material adverse effect on our operations and financial condition.

Additionally, as AI technologies continue to advance, threat actors can leverage these technologies to develop more sophisticated attack methods that are increasingly automated, targeted, coordinated and more difficult to defend against. The proliferation of these technologies could enable less skilled threat actors to initiate attacks and increase the frequency, scale and impact of security incidents.

Certain of our third-party service providers and other vendors have access to portions of our IT system. Performance failures or acts of negligence by these parties may cause material disruptions to our IT systems. For more information about the cybersecurity risk management program, refer to "Item 1C. Cybersecurity" in this Annual Report on Form 10-K.

We also utilize a "hybrid" working model, combining both in-office and remote work environments. Remote working arrangements may expose us to increased security risk and privacy concerns and there may be heightened sensitivity from government regulators with respect to privacy compliance in the current environment. Over time, hybrid working arrangements may diminish the cohesiveness of our personnel teams and our ability to maintain our culture, both of which are critical to our success. Hybrid working arrangements may also adversely affect our ability to foster a creative environment, hire additional qualified personnel and retain existing key personnel, any of which could adversely affect our productivity and overall operations. In addition, in-office work environments could expose our employees to health risks, and us to associated liability, and we could incur additional costs. We may also have to close our offices again and return to a work-from-home model if a new pandemic arises.

We may face risks associated with our use of artificial intelligence and machine learning models.

We have made, and expect to continue to make, investments in AI initiatives, including generative AI to develop new products, develop new features of existing products, and enhance our solutions. For example, in August 2023, we acquired Scibids. Scibids builds AI that automates and optimizes an advertiser’s programmatic buying of digital ad campaigns. We also utilize AI and machine learning models in our classification engine and the development of our solutions. There are significant risks involved in developing and deploying AI solutions and there can be no assurance that the usage of AI will enhance our products or services or be beneficial to our business, including our profitability. Our competitors or other third parties may incorporate AI into their offerings more quickly, cost-effectively or successfully than we can, which could impair our ability to compete effectively and adversely affect our results of operations. We regularly evaluate our product roadmaps and have in the past and may in the future make changes as our understanding of the challenges and opportunities attendant to AI evolves, and we cannot guarantee such strategy and investments will be successful.

We collect, store, use and share large amounts of data in the ordinary course of business. If the data we use to train our models is incomplete, biased, or inadequate in other ways, there is a risk that AI technologies could produce inaccurate or misleading content or other discriminatory or unexpected results or behaviors that could harm our reputation, business or customers. In addition, the use of AI involves significant technical complexity and requires specialized expertise. Any disruption or failure in our AI systems or infrastructure may result in delays or errors in our operations.

Our AI-related initiatives also expose us to risks related to intellectual property infringement or misappropriation, defamation, data privacy, cybersecurity, and other issues. For instance, we cannot ensure that we have not incorporated open source software in our AI software in a manner that is inconsistent with the terms of the applicable license or our current policies, and we may inadvertently use open source in a manner that we do not intend or that could expose us to claims for breach of contract or intellectual property infringement, misappropriation, or other violations. We are also subject to a variety of laws, regulations, industry standards, policies, contractual requirements, executive actions, and other obligations relating to privacy, security and data protection. As a result, the performance of our products, services, and business, as well as our reputation, may suffer or we may incur liability through the violation of laws, third-party privacy or other rights, or contracts to which we are a party.

Furthermore, there is growing scrutiny from regulatory and governmental agencies in the United States and foreign jurisdictions regarding AI adoption and its potential impact and several jurisdictions have proposed or enacted laws or guidelines governing AI. For example, the EU Artificial Intelligence Act (“EU AI Act”), which introduces various requirements for AI systems and models, has come into force and its provisions are gradually becoming effective. These and other regulations and the evolving AI regulatory environment may, among other impacts, result in inconsistencies among AI regulations and frameworks across jurisdictions and increase our compliance, governance and related costs. We may not always be able to anticipate how existing laws will be interpreted in relation to AI, predict how new legal frameworks will develop to address AI, or otherwise respond to the new and rapidly evolving AI regulatory landscape.

Our solutions rely on integrations with demand- and supply-side advertising platforms, ad servers and social platforms.

Our solutions necessitate that demand- and supply-side advertising platforms, ad servers and social platforms accept and integrate with our technology. We have formed partnerships with these platforms to integrate our technology with their software, allowing our customers to utilize our solutions wherever they purchase or place an ad. These platforms may deploy code or change operations that may impact the platform or our solutions and functionality, which would have a significant effect on our ability to offer our solutions. Some of these integration partners have significant market share in the segment in which they operate. We can make no assurances that our existing integration partners will continue to, or that potential new integration partners will agree to, integrate our solutions. We also cannot assure you that our customers will continue to use our solutions available on these digital media platforms. Some of our integration partners have developed products that compete with us and that are able to be offered at substantially lower pricing or for free, and we cannot assure you that other partners will not also develop competing products in the future. If our customers stopped using our solutions on these digital media platforms or if our integration partners decide to cease integrating our solutions or require us to substantially change how our solutions are provided on these platforms, our business, financial condition and results of operations could be adversely affected. We pay commissions related to revenue share arrangements with demand-side platforms for customers that utilize our solutions to purchase or place an ad through these platforms, and the demand-side platforms could increase amount of commissions we pay for these revenue share arrangements and could increase our cost of revenue and adversely affect our financial condition.

Even if our integration partners continue their partnerships with us, we are continuously required to update and enhance our solutions to adapt to changes in software, networking, browser, and database technologies. For example, we may be required to make changes based on a unilateral change that an integration partner makes to its platform in order to integrate our solutions or to have the integration operate in the same manner that it did prior to the integration partner's change. The integration partner's change may cause a malfunction in the integration leading to a break in services or errors in our solutions. We cannot assure you that any updated solutions will be compatible or accepted by our integration partners.

Additionally, some of our integration partners are subject to regulatory actions, which, if successful, could cause our partners to be broken into separate companies or geographically limited. Certain of our partners have been the subject of allegations of taking illegal actions to acquire rivals and stifle competition. If our partners and their products are separated into separate companies, it could have a material effect on our ability to gather data and there can be no assurance that all of the separated companies will continue to be our partners, each of which could materially affect our business, results of operations, and revenues.

Our business, financial condition and results of operations could also be adversely affected by social issues or disruptions. For example, if there is public disapproval or boycotting of a specific platform, our ability to optimize ad placement or to forecast usage may be impacted based on unforeseen trends or events. Additionally, how we categorize specific sites in the course of our normal business operations exposes us to risks from publishers or advertisers who may disagree with our categorizations and incur negative ramifications if they believe their ads were monetarily contributing to websites that contribute to or otherwise appear alongside content they deem objectionable. If publishers or advertisers believe our categorizations are faulty or unreliable, they may decrease or cease to use our solutions, which could affect our business, financial condition and results of operations.

In addition, we rely on our demand-side, social and other integration partners to report to us on the usage of our solutions on their platforms, as well as revenue generated on their platforms. Any financial, technical or other difficulties our integration partners face may negatively impact our business, as a significant portion of our revenue depends on customers using our solutions on these digital media platforms, and we are unable to predict the nature and extent of any such impact. Our integration partners exercise significant control over our solutions on their platforms, which increases our vulnerability to problems with the services they provide and our reliance upon them for accurate data and revenue reporting. Any errors, failures, interruptions or delays experienced in connection with our integration partners could adversely affect our business, reputation and financial condition.

Economic downturns and unstable market conditions could adversely affect our business, financial condition and results of operations.

Our business depends on the demand for digital advertising measurement and authentication and on the overall economic health of our customers and integration partners. There is no assurance the digital advertising market will experience the growth we anticipate. The health of the digital advertising market and the related measurement and authentication sector is affected by many factors. Current or future economic downturns or unstable market conditions in the markets and geographies that we currently serve, and associated macroeconomic conditions such as high inflation rates, high interest rates, recessionary fears, tariffs, changes in foreign currency exchange rates, future widespread health pandemics and the impact of political instability in many parts of the world, have in the past and could in the future make it difficult for our customers and us to accurately forecast and plan future business activities, and could cause our customers to decrease their advertising budgets or slow the growth of their digital ad spend, which could adversely affect our business, financial condition and results of operations. As we explore new countries to expand our business, economic downturns or unstable market conditions for geo-political or other reasons in any of those countries could result in our investments not yielding the returns we anticipate.

The macroeconomic conditions described above have in the past and could in the future affect how our customers conduct their businesses and adversely affect our customers' willingness to utilize our solutions and delay prospective customers' purchasing decisions. Our customers have in the past and could in the future decrease their overall advertising budgets as a response to economic uncertainty, a decline in their business activity, and other macroeconomic impacts on their business or industry. Although our clients are diversified across all major industry verticals, including consumer packaged goods, financial services, telecommunications, technology, automotive and healthcare, clients in the same or related industries have in the past and could in the future be impacted by macroeconomic or business conditions, resulting in harm to our business, reputation, financial condition and operating results.

We have completed several acquisitions in the past and may consummate additional acquisitions in the future, which may be difficult to integrate, disrupt our business, expose us to unanticipated liabilities, dilute stockholder value or divert management attention.

We have completed several strategic acquisitions, including of Rockerbox in 2025, Scibids in 2023, Outrigger Media, Inc. (d/b/a "OpenSlate") and Meetrics GmbH ("Meetrics") in 2021. As part of our growth strategy, we regularly evaluate and may consummate additional acquisitions in the future to enhance our technology platform, expand our product offerings, broaden our geographic footprint, or for other strategic reasons. We also may evaluate and enter into discussions regarding an array of potential strategic investments, including acquiring complementary products or technologies. Our recent acquisitions and any future acquisitions or investments may result in unforeseen operating difficulties and expenditures. In particular, we may encounter difficulties integrating the business, technologies, products, personnel or operations of an acquired company, and we may have difficulty retaining the customers or employees of any acquired business due to changes in management and ownership. An acquisition may also disrupt our ongoing business, divert our resources and require significant management attention that would otherwise be available for ongoing growth and development of our business. Moreover, we cannot assure you that the anticipated benefits of an acquisition or investment would be realized in a timely manner, if at all, or that we would not be exposed to unknown costs and liabilities. Acquisitions involve numerous risks, any of which could harm our business and financial performance, including:

- the difficulty of assimilating the operations and personnel of the acquired companies;
- the potential disruption of our business;
- the inability of our management to maximize our financial and strategic position by the successful incorporation of acquired technology into our platform;
- unanticipated liabilities associated with an acquisition, including (i) technology, intellectual property and infringement issues, (ii) employment, retirement or severance related claims, (iii) claims by or amounts owed to customers or suppliers, (iv) adverse tax consequences and (v) other legal disputes;

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- difficulty maintaining uniform standards, controls, procedures and policies, with respect to accounting matters and otherwise;
- the potential loss of key personnel of acquired companies;
- the impairment of relationships with employees and customers as a result of changes in management and operational structure;
- increased indebtedness to finance the acquisition;
- entrance into new geographic markets or new product segments that subjects us to different laws and regulations that may have an adverse impact on our business; and
- the diversion of management time and focus from operating our business to addressing acquisition integration challenges.

Failure to appropriately mitigate these risks or other issues related to such acquisitions and strategic investments could result in reducing or completely eliminating any anticipated benefits of transactions, and harm our business generally. Future acquisitions could also result in the incurrence or assumption of debt, contingent liabilities, amortization expenses or the impairment of goodwill, any of which could harm our business, financial condition and results of operations. We cannot assure you that we will continue to acquire businesses at attractive valuations or that we will complete future acquisitions at all.

We are subject to payment-related risks, and if our ability to accurately and timely collect payments is impaired, our business, financial condition and results of operations may be adversely affected.

We have a large and diverse customer and integration partner base. Our customers or partners have in the past and may in the future experience financial difficulty, file for bankruptcy protection or cease operations. Unfavorable economic and financial conditions could result in an increase in customer or partner financial difficulties which could adversely affect us. In addition, we rely on data from third parties to invoice our clients. Our clients have in the past, and may in the future, dispute the way we calculate billing for our solutions or the data on which rely to calculate billing. If we are unable to resolve such disputes, we may lose clients or clients may decrease their use of our solutions and our financial performance and growth may be adversely affected. The direct impact on us could include reduced revenues and write-offs of accounts receivable and expenditures billable to customers, and if these effects were severe enough, the indirect impact could include impairments of intangible assets and reduced liquidity. Furthermore, the payment risks we face are heightened since (i) our programmatic and certain other partners collect payments from all of our advertiser customers utilizing their platform and remit to us such amounts on behalf of these advertiser customers and (ii) media agencies pay us on behalf of multiple customers who utilize them, each of whom are subject to independent billing and payment risks as well. Although no customer accounted for more than 10% of our revenue in 2025, two programmatic partner platforms collected approximately 24% and 12% each of our total revenue in 2025 on behalf of our advertiser customers using their platforms.

In addition, our customers and integration partners have varying payment methods and cycles. The timing of receipt of payment from our customers and integration partners may impact our cash flows and working capital.

Defects, errors or inaccuracies associated with our solutions could negatively impact our business, financial condition and results of operations.

The technology underlying our platform may contain material defects or errors and are subject to certain technological or scale limitations. In addition, the data or signals from our integration partners have in the past and could in the future be inaccurate and cause errors in our technology. Clients, partners and third-party industry participants have in the past and could in the future publicize defects, errors or limitations in our technology (whether actual, manufactured or perceived). If the data analytics we deliver to our customers are inaccurate or perceived to be inaccurate, due to defects, errors or limitations in our technology or otherwise, our business may be harmed. Any inaccuracy or perceived inaccuracy in the solutions we provide could lead to consequences that adversely impact our business, financial condition and results of operations, including:

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- loss of customers;
- the incurrence of substantial costs to correct any material defect or error;
- potential litigation;
- interruptions in the availability of our platform;
- diversion of development resources;
- loss of MRC or other industry accreditation;
- lost sales or delayed market acceptance of our solutions; and
- damage to our brand.

We often have long sales cycles, which can result in significant time between initial contact with a prospect and execution of a contractual agreement, making it difficult to project when, if at all, we will generate revenue from new customers.

Our sales cycle, from initial contact to contract execution and implementation, is often long and time consuming. Our sales efforts involve educating our customers about the use, technical capabilities and benefits of our software platform. Some of our customers undertake an evaluation process that involves reviewing the offerings of our competitors in addition to our platform. As a result, it is difficult to predict when a prospective customer will decide to execute an agreement and begin generating revenue for us. Even if our sales efforts result in obtaining a new customer, under our usage-based pricing model for most of our solutions, the customer controls when and to what extent it uses our platform. As a result, we may not be able to add customers or generate revenue as quickly as we may expect.

We depend on our management team and other key personnel to manage our business effectively, and if we are unable to retain such key personnel or hire additional qualified personnel, our ability to compete could be harmed.

Our future success depends on our ability to retain, attract and motivate highly skilled technical, managerial, marketing and customer service personnel. We have increased the size of our workforce by more than 11% since the beginning of 2024 to 1,231 employees and expect to continue to grow in the near term. We may incur significant costs to attract and retain qualified employees, including significant expenditures related to salaries and benefits and compensation expenses related to equity awards. Providing equity compensation to employees through our equity compensation program is critical to maintaining our attractiveness as an employer in the technology industry. Volatility in our stock price, or new regulations relating to employee equity compensation, has in the past and may in the future harm our ability to attract and retain qualified employees. New regulations that prohibit the use of certain restrictive covenants in agreements with our employees could impact our ability to retain existing employees. Further, new employees often require significant training and we may lose new or existing employees to our competitors or other companies before we realize the benefit of our investment in recruiting and training them. In addition, changes to labor and immigration laws and regulations may adversely affect our access to technical and professional talent.

Competition for personnel is intense, particularly those with technological expertise and our key areas of operations, including New York, Tel Aviv, Paris, Singapore, Berlin and London. A substantial majority of our employees work for us on an at-will basis, and we may experience a loss of productivity due to the departure of key personnel and the associated loss of institutional knowledge. Our inability to retain and attract the necessary personnel could adversely affect our business, financial condition and results of operations.

In addition, our international expansion has led to an increasing number of employees based in countries outside of North America. As a result, we may experience increased competition for employees outside of North America as the trend toward globalization continues, which may impact our employee retention and increase our compensation expenses as we endeavor to attract and retain qualified employees globally. With 512 employees based outside of the Americas as of December 31, 2025, including 123 employees in our Tel Aviv office and 96 employees in our London office, we are exposed to a number of additional country-specific risks. See “We are exposed to the risks of operating internationally.”

Increasing scrutiny and evolving expectations from customers, employees, regulators and other stakeholders with respect to our corporate social responsibility (“CSR”) practices may expose us to new or additional risks.

Customers, employees, governmental organizations, investors, proxy advisory services and other stakeholders are increasingly focused on environmental, social and governance practices. If these stakeholders assess that our CSR efforts do not meet their expectations, which may continue to evolve, or we fail (or are perceived to fail) to meet the standards we set for our organization, our reputation, hiring initiatives, employee retention and customer and supplier relationships may be adversely affected. We may also incur significant costs and resources to monitor, report, and comply with various CSR initiatives, customer requirements, laws and regulations. New laws and regulations relating to CSR matters, including sustainability, climate change, human capital and diversity, are being developed in the United States, Europe and elsewhere. These laws and regulations may require considerable investment, including through the potential adoption of target-driven frameworks or disclosure requirements. Any failure, or perceived failure, by us to adhere to CSR initiatives, comply fully with developing CSR law and regulation or failure to satisfy stakeholders with our CSR practices or the speed at which we implement them could harm our business, reputation, financial condition and operating results.

Data privacy legislation and regulation on digital advertising and privacy and data protection may adversely affect our business.

There are a growing number of data privacy and protection laws and regulations that apply to our business. We have dedicated, and expect to continue to dedicate, significant resources in our efforts to comply with such laws and regulations. For example, we have implemented policies and procedures to comply with applicable data privacy laws and regulations, we complete several external privacy-related audits each calendar year and we rely on contractual representations made to us by customers and partners that the information they provide to us and their use of our solutions do not violate these laws and regulations or their own privacy policies. However, the application, interpretation and enforcement of these laws and regulations are often uncertain and continue to evolve, particularly in the new and rapidly evolving industry in which we operate, and have in the past and could in the future be interpreted and applied inconsistently between states within a country or between countries or be interpreted in a way inconsistent with our or industry standard practice and our current policies and practices may be found not to comply, which could subject us to legal or regulatory action. Additionally, if our customers and partners’ representations are false or inaccurate, or if our customers and partners do not otherwise comply with applicable privacy laws, we could face adverse publicity and possible legal or regulatory action. Conversely, our partners and communications services providers have adopted their own policies based on their own perceptions of legal requirements or other policy determinations, and these policies have in the past temporarily prevented us, and may again in the future prevent us, from operating on their platforms and result in loss of business or litigation. Any perception of our practices, platform or solutions delivery as a violation of privacy rights may subject us to public criticism, loss of customers or partners, class action lawsuits, reputational harm, or investigations or claims by regulators, industry groups or other third parties, all of which could significantly disrupt our business and expose us to liability in ways that negatively affect our business, results of operations and financial condition.

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In addition, U.S. and foreign governments have enacted or are considering enacting new legislation related to privacy, data protection, data security and digital advertising and we expect to see an increase in, or changes to, legislation and regulation that affects our industry. For example, the EU GDPR, which became effective on May 25, 2018, and has resulted and will continue to result in significantly greater compliance burdens and costs for companies with users and operations in the EU and European Economic Area (“EEA”). In addition, the UK GDPR, which became effective in January 2021, imposes similar requirements as the EU GDPR. Under the EU GDPR and UK GDPR, fines of up to 20 million Euros or 17.5 million Pounds, respectively, or up to 4% of the annual global revenues of the infringing party, whichever is greater, can be imposed for violations. The EU GDPR and UK GDPR impose several stringent requirements for controllers and processors of personal data and could make it more difficult and/or more costly for us to use and share personal data. In addition, the CCPA, which went into effect on January 1, 2020, limits how we may collect and use personal data. The effects of the CCPA potentially are far-reaching and may require us to modify our data processing practices and policies and incur substantial compliance-related costs and expenses. In November 2020, California voters passed the CPRA, which expands the CCPA with additional data privacy compliance requirements that went into effect in 2023 and may impact our business, and establishes a regulatory agency dedicated to enforcing those requirements. Other states have introduced or enacted comprehensive consumer privacy laws that broadly protect personal data, including the right to opt out of targeted advertising and certain profiling activities, and more states are expected to follow. It remains unclear how various provisions of the CCPA, CPRA and other state laws will be interpreted and enforced. Further, the COPPA applies to websites and other online services that are directed to children under thirteen (13) years of age and imposes certain restrictions on the collection, use and disclosure of personal information from these websites and online services. The FTC amended the COPPA Rule in 2025, which enhanced those protections, including requiring additional parental consent to disclose children’s personal information to third-party companies related to targeted advertising or other purposes. The Data Privacy Framework, or DPF, adopted in July 2023 by the EU, UK and Switzerland to support data transfers to the United States, which DV relies on, has been challenged by European privacy activists. Additionally, as backup should the DPF be invalidated, with respect to our core software we rely on a data transfer mechanism called Standard Contractual Clauses that has also been subjected to regulatory and judicial scrutiny, although they remain valid. The continued uncertainty around the feasibility of onward transfers from the EU to the United States has the potential to adversely affect our operations and business. These and other data privacy laws and their interpretations continue to develop and may be inconsistent from jurisdiction to jurisdiction. Noncompliance with these laws could result in penalties or significant legal liability. Our efforts to comply with all applicable laws and regulations may be ineffective, and there can be no assurance that we will not be subject to regulatory action, including fines, in the event of an incident or other perceived noncompliance. We or our third-party service providers could be adversely affected if legislation or regulations are expanded to require changes in our or our third-party service providers’ business practices or if governing jurisdictions interpret or implement their legislation or regulations in ways that negatively affect our or our third-party service providers’ business, results of operations or financial condition. These federal, state and foreign laws and regulations, which in some cases can be enforced by private parties in addition to government entities, are increasingly restricting the collection, processing and use of personal data.

These laws are constantly evolving and can be subject to significant change or interpretive application. We continue to monitor changes in laws and regulations, and the costs of compliance with, and the other burdens imposed by, these and other new laws or regulatory actions may increase our costs. Our AI initiatives may also subject us to increased compliance costs associated with future laws and regulations. In addition, failure to comply with these and other laws and regulations may result in, among other things, administrative enforcement actions and significant fines, class action lawsuits, significant legal fees, and civil or criminal liability. Any regulatory or civil action that is brought against us, even if unsuccessful, may distract our management’s attention, divert our resources, negatively affect our public image or reputation among our customers and partners and within our industry, and, consequently, harm our business, results of operations and financial condition.

Public criticism of digital advertising technology in the U.S. and internationally, including digital advertising on social media platforms, could adversely affect the demand for and use of our solutions.

Our business depends, in part, on the demand for digital advertising technology. The digital advertising industry has been and may in the future be subject to reputational harm, negative media attention and public complaint relating to, among other things, the alleged lack of transparency and anti-competitive behavior among advertising technology companies, data collection practices, as well as the impact of advertisers' choices to advertise or refrain from advertising with certain publishers. This public criticism has in the past and could in the future result in increased data privacy, anti-trust and other regulation in the digital advertising industry in the U.S. and internationally. In addition, our solutions are delivered in web browsers, mobile apps and other software environments where online advertising is displayed, and certain of these environments have previously announced plans to phase out or end the use of cookies and other third-party tracking technology on their operating systems in order to provide more consumer privacy. While our core technology and solutions do not rely on persistent identifiers or cookie-based or cross-site tracking, any similar future changes and other updates to software functionality in these environments could hurt our ability to effectively deliver our solutions and make them less effective if our solutions are restricted from operating. Advertisers have also continued to use our solutions on social media platforms, which such platforms have been and may in the future be the subject of avoidance campaigns or similar events, including ad boycotts on Facebook and X. Additionally, social media platforms have been subject to regulatory scrutiny in various countries and jurisdictions, including the U.S., which has in the past and could in the future result in the use of certain social media platforms being banned in those locations. Any change or decrease in the demand for digital advertising, including on social media platforms as a result of avoidance campaigns or similar events, may negatively affect the demand for and use of our solutions. If our customers significantly reduce or eliminate their digital ad spend in response to the public criticism of the digital advertising industry or its related effects, our business, financial condition and results of operations could be adversely affected.

The success of our business depends in large part on our ability to protect and enforce our intellectual property rights.

We rely on a combination of intellectual property rights in our business and rely on patent, copyright, service mark, trademark and trade secret laws, as well as confidentiality procedures and contractual restrictions, to establish and protect our proprietary rights, all of which provide limited protection. We endeavor to enter into agreements with our employees and contractors and with parties with whom we do business in order to limit access to and disclosure of our proprietary information. We cannot be certain that the steps we have taken will prevent unauthorized use of our technology or the reverse engineering of our technology. We cannot make assurances that any additional patents will be issued with respect to any of our pending or future patent applications, that any patents issued to us will provide adequate protection, or that any patents issued to us will not be challenged, invalidated, circumvented, or held to be unenforceable in actions against alleged infringers. Also, we cannot make assurances that any future trademark or service mark registrations will be issued with respect to pending or future applications or that any of our registered trademarks and service marks will be enforceable or provide adequate protection of our proprietary rights. In addition, the laws of some foreign countries where our platform is utilized do not protect our proprietary rights to the same extent as do the laws of the United States. A failure to protect our intellectual property rights in the U.S. or elsewhere could adversely affect our business, financial condition and results of operations.

An assertion from a third party that we are infringing its intellectual property rights, whether such assertion is valid or not, could subject us to costly and time-consuming litigation, expensive licenses or other impacts to our business.

There is significant intellectual property development activity in the measurement and authentication of digital ads. Third-party intellectual property rights may cover significant aspects of our technologies or business methods or block us from expanding our platform and delivering new solutions, and we cannot be certain that our current operations do not infringe the rights of a third party. We have received and may continue to receive allegations and/or claims from third parties that our technology infringes or violates such third parties' intellectual property rights. The cost of defending against such claims, whether or not the claims have merit, is significant and could divert the attention of management, technical personnel and other employees from our business operations. Litigation regarding intellectual property rights is inherently uncertain due to the complex issues involved, and we may not be successful in defending ourselves in such matters. Additionally, we may be obligated to indemnify our customers or partners in connection with any such litigation. Intellectual property claims could harm our relationships with our customers and deter future customers from buying our solutions or expose us to litigation. If we are found to infringe intellectual property rights, we could potentially be subject to injunctive or other relief that could affect our ability to provide our solutions. We may also be required to develop alternative non-infringing technology and may be unable to do so, or such development may require significant time and expense and may not be successful. In addition, we could be required to pay royalty payments, either as a one-time fee or ongoing, as well as damages for past use that was deemed to be infringing. If we cannot license or develop technology for any allegedly infringing aspect of our business, this may limit our platform and solutions, and we may be unable to compete effectively. Any of these results could adversely affect our business, financial condition and results of operations.

We are exposed to the risks of operating internationally.

Our international operations are important to our current and future strategy, growth and prospects. We currently have operations in numerous foreign countries, including the United Kingdom, Israel, Singapore, Australia, Brazil, Mexico, France, Germany, Finland, Belgium, Japan, Italy and India, and expect to continue to expand our operations internationally. Our international operations are subject to varying degrees of regulation in each of the jurisdictions in which our services are provided. Local laws and regulations, and their interpretation and enforcement, differ significantly among those jurisdictions, and can change significantly over time. Some of the risks inherent in conducting business internationally include:

- the complexities and expense of complying with a wide variety of foreign and domestic laws and regulations applicable to international operations, including privacy and data protection laws and regulations, the U.S. Foreign Corrupt Practices Act and other applicable anti-corruption and anti-bribery laws;
- difficulties in staffing and managing international operations, including complex and costly hiring and termination requirements;
- reduced or varied protection for intellectual property rights in some countries;
- challenges caused by distance, language and cultural differences;
- political, social and economic instability abroad, terrorist attacks and security concerns, including in the Middle East;
- trade disruptions or political tensions between the U.S. and foreign countries;
- fluctuations in currency exchange rates;
- potentially adverse tax consequences and the complexities of foreign value-added taxes and the repatriation of earnings;
- increased accounting and reporting burdens and complexities; and

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- difficulties and expenses associated with tailoring our platform and solutions to local markets as may be required by local customers, regulations and local industry organizations.

In addition, we have a research and development center located in Tel Aviv, Israel, with a significant presence of software and data engineers and employees focused on product development. The ongoing war between Israel and Hamas could result in disruptions to our business operations in addition to unstable market conditions, which could adversely affect our business, financial condition and results of operations. We have no way to predict the progress or outcome of the war between Israel and Hamas or its impacts in the region as the conflict and government reactions are rapidly developing.

Our ability to manage our business and conduct our operations internationally also requires considerable management attention and financial resources. We cannot be certain that the investments and additional resources required for establishing and maintaining operations in other countries will hold their value or produce desired levels of revenues or profitability. Any one or more of these factors could negatively impact our international operations and thus adversely affect our business, financial condition and results of operations.

Exposure to foreign currency exchange rate fluctuations could negatively impact our results of operations.

While the majority of our transactions are denominated in U.S. dollars, we frequently transact in foreign currencies, including for payments from clients, expenses and acquisition costs. We also have expenses denominated in currencies other than the U.S. dollar. Given our investment in international growth, we expect the number of our foreign currency transactions to increase in the future. Foreign currency exchange rate fluctuations could cause our operating results to differ materially from expectations.

Our use of “open source” software could subject our technology to general release or require us to re-engineer our platform, or subject us to litigation, which could harm our business, financial condition and results of operations.

Some of our technology incorporates so-called “open source” software, and we may incorporate additional open source software in the future. Open source software is generally licensed by its authors or other third parties under open source licenses, which typically do not provide for any representations, warranties or indemnity coverage by the licensor. Some of these licenses provide that combinations of open source software with a licensee’s proprietary software are subject to the open source license and require that the combination be made available to third parties in source code form or at no cost. Some open source licenses may also require the licensee to grant licenses under certain of its intellectual property to third parties. Additionally, there is little case law interpreting such licenses and there is a risk that open source licenses could be construed in a manner that imposes unanticipated conditions or restrictions on our ability to provide our platform. If a third party that distributes 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 solutions that contain the open source software and required to comply with the foregoing conditions, which could disrupt the distribution and sale of some of our solutions. In addition, we may be forced to re-engineer our platform or discontinue use of certain open source software, and related solutions provided by our platform that use such open source software. Any of these events could adversely affect our business, financial condition and results of operations.

Seasonal and other fluctuations in advertising activity could have a negative impact on our revenue, cash flow and operating results.

Our revenue, cash flow, operating results and other key operating and performance metrics has in the past and may in the future vary from quarter to quarter due to the seasonal or fluctuating nature of our customers' spending on advertising campaigns. For example, advertisers typically allocate the largest portion of their media budgets to the fourth quarter of the calendar year in order to coincide with increased holiday purchasing. As a result, the fourth quarter of the year typically reflects our highest level of measurement activity while the first quarter reflects the lowest level of such activity. Further, advertisers have in the past and may in the future fluctuated their spend due to campaign strategy, budget considerations, macroeconomic conditions and other considerations and these changes in spend have and may in the future negatively impact our financial results. Our historical revenue growth has masked the impact of seasonality, but if our growth rate declines or seasonal spending becomes more pronounced, seasonality could have a more significant impact on our revenue, cash flow and operating results from period to period.

Our operating history may not be indicative of our future growth or financial results and we may not be able to sustain our historical growth rates.

Our operating history may not be indicative of our future growth or financial results. There is no assurance that we will be able to grow in future periods. Our growth rates have in the past and may in the future decline for any number of possible reasons and some of them are beyond our control, including decreasing customer demand, increasing competition, declining growth of the industry in general, emergence of alternative business models, scale limitations, or changes in government policies or general economic conditions. Investors' perceptions of our business and prospects have in the past and could in the future be adversely affected based on declining growth rates and impact the market price of our common stock.

We are subject to taxation in multiple jurisdictions. Any adverse development in the tax laws of any of these jurisdictions or any disagreement with our tax positions could have a material and adverse effect on our business, financial condition or results of operations.

We are subject to taxation in, and to the tax laws and regulations of, multiple jurisdictions as a result of the international scope of our operations and our corporate entity structure. Adverse developments in these laws or regulations, or any change in position regarding the application, administration or interpretation thereof, in any applicable jurisdiction, could have a material and adverse effect on our business, financial condition or results of operations. For example, the Organization for Economic Cooperation and Development has been working on a Base Erosion and Profit Shifting Project, which could change various aspects of the existing framework under which our tax obligations are determined in many of the countries in which we do business and also defines a global minimum tax, calling for the taxation of large multinational corporations at a minimum rate of 15%. While the changes from these rules have not impacted our business, financial condition or results of operations to date, they could increase our effective tax rate and cash tax payments in future periods. Further, several jurisdictions have proposed or enacted taxes applicable to digital services, which include business activities on digital advertising and which may increase our tax obligations in such jurisdictions. In addition, the tax authorities in any applicable jurisdiction, including the U.S., have in the past and could in the future disagree with the positions we have taken or intend to take regarding the tax treatment or characterization of any of our transactions, such as positions regarding the collection of sales taxes and the jurisdictions in which we are subject to taxes, resulting in penalties, increased tax liability for us or our customers or other adverse impact to our financial condition.

Our revenues and results of operations may fluctuate in the future. As a result, we may fail to meet the expectations of securities analysts or investors, which could cause our stock price to decline.

Our results of operations may fluctuate as a result of a variety of factors, many of which are outside of our control. Our revenues or results of operations have in the past and could in the future fail to meet the expectations of securities analysts or investors, resulting in the decline of the price of our common stock. Factors that have in the past and may in the future cause fluctuations in our revenues or results of operations include:

- our ability to retain and grow relationships with existing customers and attract new customers;

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- the loss of demand-side platforms as integration partners;
- the timing and success of new product introductions, including the introduction of new technologies or offerings, by us, our competitors or others in the advertising marketplace;
- changes in the pricing of our solutions or those of our competitors;
- the evolving competitive landscape;
- our failure to accurately estimate or control costs, including those incurred as a result of investments, other business or product development initiatives and the integration of acquired businesses;
- multi-year commitments with minimum purchase requirements;
- the effects of acquisitions and their integration;
- changes and uncertainty in the regulatory environment;
- the amount and timing of capital expenditures and operating costs related to the maintenance and expansion of our operations and infrastructure;
- service outages, other technical difficulties or security breaches;
- limitations relating to the capacity of our networks, systems and processes;
- maintaining appropriate staffing levels and capabilities relative to projected growth, or retaining key personnel;
- the risks associated with operating internationally; and
- general economic, political, regulatory, industry and market conditions and those conditions specific to internet usage and digital media.

Based upon the factors above and others both within and beyond our control, we have a limited ability to forecast our future revenue, costs and expenses, and as a result, our operating results may, from time to time, fall below our estimates or the expectations of analysts and investors. We believe that our revenues and results of operations on a year-over-year and sequential quarter-over-quarter basis may vary significantly in the future. Investors are cautioned not to rely on the results of prior periods as an indication of future performance.

We maintain cash deposits in excess of federally insured limits. Adverse developments affecting financial institutions, including bank failures, could adversely affect our or our customers' liquidity.

We maintain U.S. cash deposits in Federal Deposit Insurance Corporation ("FDIC") insured banks that exceed the FDIC insurance limits. We also maintain cash deposits in banks in certain foreign jurisdictions in which we operate, some of which are not insured or are only partially insured by the FDIC or similar entities. In the past year, more than one FDIC insured bank abruptly failed. The failure of a bank at which we maintain balances could adversely impact our liquidity, and could similarly affect our customers. There can be no assurance that deposits in excess of the FDIC or other comparable insurance limits will be backstopped by the U.S. government or any applicable foreign government, or that any bank or financial institution with which we or our customers do business will be able to obtain the necessary liquidity in the event of a failure.

Our estimates of market opportunity and forecasts of market growth included in this Annual Report on Form 10-K may prove to be inaccurate.

Market opportunity estimates and growth forecasts are subject to significant uncertainty and are based on assumptions and estimates that may not prove to be accurate. Our estimates and forecasts relating to the size and expected growth of our market may prove to be inaccurate. For example, the digital advertising industry may not grow at the rate that we currently expect, the migration of advertising from linear television to CTV may not occur on the scale we currently anticipate, or the growth of subscription media platforms as opposed to platforms supported by advertising may all impact the estimates and growth forecasts we have included in this Annual Report on Form 10-K. Even if the market in which we compete meets our size estimates and forecasted growth, our business could fail to grow at similar rates, if at all.

Our financial condition and results of operations could be adversely affected if we incur an impairment of goodwill or other intangible and long-lived assets.

As of December 31, 2025, we had \$516.0 million of goodwill and \$318.8 million of other long-lived assets, including property, plant and equipment and intangible assets. We are required to test intangible assets and goodwill annually and on an interim basis if an event occurs or there is a change in circumstance that would more likely than not reduce the fair value below its carrying values or indicate that the carrying value of such intangibles is not recoverable. When the carrying value exceeds its fair value, an impairment loss is recognized in an amount equal to that excess. If the carrying amount of an intangible asset is not recoverable, a charge to operations is recognized. Either event would result in incremental expenses for that period, which would reduce any earnings or increase any loss for the period in which the impairment was determined to have occurred.

Our impairment analysis is sensitive to changes in key assumptions used in our analysis, such as expected future cash flows. Additionally, changes in our strategy or significant technical developments could significantly impact the recoverability of our intangible assets. If the assumptions used in our analysis are not realized, it is possible that an impairment charge may need to be recorded in the future. We did not identify any impairments of goodwill or long-lived assets for the years ended December 31, 2025, December 31, 2024 and December 31, 2023. We cannot predict the amount and timing of any future impairment of goodwill or other intangible assets.

See Note 5 to our audited consolidated financial statements included elsewhere in this Annual Report on Form 10-K for further discussion on the goodwill recognized from our recent acquisitions.

Restrictions in the New Revolving Credit Facility could adversely affect our business, financial condition and results of operations.

The operating and financial restrictions and covenants in the New Revolving Credit Facility, and any future financing agreements, could restrict the ability of DoubleVerify MidCo, Inc., DoubleVerify Inc. and their respective subsidiaries (the “Credit Group”) to finance future operations or capital needs or to expand or pursue the Credit Group’s business activities. The New Revolving Credit Facility contains limitations on the ability of the Credit Group to, among other things:

- pay dividends or purchase, redeem or retire capital stock;
- grant liens;
- incur or guarantee additional debt;
- make investments and acquisitions;
- enter into transactions with affiliates;
- enter into any merger, consolidation or amalgamation or dispose of all or substantially all property or business; and
- dispose of property, including issuing capital stock.

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The New Revolving Credit Facility also contains covenants requiring the Credit Group a maximum total net leverage ratio of 4.50x as at the last day of each fiscal quarter. The Credit Group's ability to meet such financial ratio can be affected by events beyond our control, and we cannot assure you that the Credit Group will meet any such ratios in the future.

The New Revolving Credit Facility is secured by substantially all of the assets (subject to customary exceptions) of certain members of the Credit Group. A failure to comply with the provisions of the New Revolving Credit Facility could result in a default or an event of default that could enable our lenders to declare the outstanding principal amount of that debt, together with accrued and unpaid interest, to be immediately due and payable. We might not have, or be able to obtain, sufficient funds to make these accelerated payments. If the payment of our debt is accelerated and we do not have sufficient cash available to repay such indebtedness, the lenders could enforce their security interests and liquidate some or all of the secured assets of certain members of the Credit Group to repay the outstanding principal and interest, and our stockholders could experience a partial or total loss of their investment. For more information about the New Revolving Credit Facility, see Note 9 to our audited consolidated financial statements included elsewhere in this Annual Report on Form 10-K.

In the future, we may need to obtain additional financing that may not be available or may reduce our profitability or result in dilution to our stockholders.

We may require additional capital in the future to develop and execute our growth strategy. We believe our existing cash and cash generated from operations, together with the undrawn balance under the New Revolving Credit Facility, will be sufficient to meet our working capital and capital expenditure requirements for at least the next 12 months. However, we may need to raise additional funds in the future in order to, among other things:

- finance working capital requirements, capital investments or refinance existing or future indebtedness;
- acquire complementary businesses, technologies or products;
- develop or enhance our technological infrastructure and our existing platform and solutions;
- fund strategic relationships; and
- respond to competitive pressures.

If we incur additional indebtedness, our profitability may be reduced. Any future indebtedness could be at higher interest rates and may require us to comply with restrictive covenants, which could place limitations on our business operations. Further, we may not be able to maintain sufficient cash flows from our operating activities to service our existing and any future indebtedness. If our operating results are not sufficient to service any future indebtedness, we will be forced to take actions such as reducing or delaying our business activities, investments or capital expenditures, selling assets or issuing equity. If we issue additional equity securities, our stockholders may experience significant dilution and the price of our common stock may decline. Alternatively, if adequate funds are not available or are not available on acceptable terms, our ability to fund our strategic initiatives, take advantage of unanticipated opportunities, develop or enhance our technology or services or otherwise respond to competitive pressures could be significantly limited.

Risks Related to Our Common Stock

The market price of our common stock may be volatile and could decline regardless of our operating performance.

The market price of our common stock has in the past and could in the future fluctuate significantly based on a number of factors that are outside of our control. Such factors include:

- actual or anticipated fluctuations in our quarterly operating results;
- changes in securities analysts' estimates of our financial performance or lack of research coverage and reports by industry analysts;

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- actions by institutional stockholders or other large stockholders (including Providence), including future sales of our common stock;
- failure to meet any guidance given by us or any change in any guidance given by us, or changes by us in our guidance practices;
- industry, regulatory or general market conditions;
- domestic and international economic factors unrelated to our performance;
- changes in our customers' or partners' preferences;
- changes in law or regulation;
- lawsuits, enforcement actions and other claims by third parties or governmental authorities;
- adverse publicity related to us or another industry participant;
- announcements by us of significant impairment charges;
- speculation in the press or investment community;
- investor perception of us and our industry;
- changes in market valuations or earnings of similar companies;
- announcements by us or our competitors of significant contracts, acquisitions, dispositions or strategic partnerships;
- war (including Russia's invasion of Ukraine and conflicts in the Middle East), terrorist acts and epidemic disease;
- any future offerings of our common stock or other securities;
- additions or departures of key personnel; and
- misconduct or other improper actions of our employees.

In particular, we cannot assure you that you will be able to resell your shares at or above your purchase price. Stock markets have experienced extreme volatility in recent years that has been unrelated to the operating performance of particular companies. These broad market fluctuations may adversely affect the trading price of our common stock.

DoubleVerify is a holding company with no operations of its own, and it depends on its subsidiaries for cash to fund all of its operations and expenses, including to make future dividend payments, if any.

Our operations are conducted entirely through our subsidiaries, and our ability to generate cash to fund our operations and expenses, to pay dividends or to meet debt service obligations is highly dependent on the earnings and the receipt of funds from our subsidiaries through dividends or intercompany loans. Deterioration in the financial condition, earnings or cash flow of DoubleVerify and its subsidiaries for any reason could limit or impair their ability to pay such distributions. Additionally, to the extent our subsidiaries are restricted from making such distributions under applicable law or regulation or under the terms of our existing or future financing arrangements, or are otherwise unable to provide funds to the extent of our needs, there could be a material adverse effect on our business, financial condition or results of operations.

Future sales of shares by us or our existing stockholders could cause our stock price to decline.

Sales of substantial amounts of our common stock in the public market, including by Providence, or the perception that these sales could occur, could cause the market price of our common stock to decline. These sales, or the possibility that these sales may occur, also might make it more difficult for us to sell equity securities in the future at a time and at a price that we deem appropriate.

In the future, we may issue additional shares of common stock or other equity or debt securities convertible into or exercisable or exchangeable for shares of our common stock in connection with a financing, strategic investment, litigation settlement or employee arrangement or otherwise. Any of these issuances could result in substantial dilution to our existing stockholders and could cause the trading price of our common stock to decline.

If securities or industry analysts do not publish research or publish misleading or unfavorable research about our business, our stock price and trading volume could decline.

The trading market for our common stock depends in part on the research and reports that securities or industry analysts publish about us or our business. Research analysts have in the past and could in the future downgrade our stock or publish misleading or unfavorable research about our business, resulting in a decline in our stock price. If one or more of the analysts ceases coverage of our common stock or fails to publish reports on us regularly, demand for our common stock could decrease, which could cause our common stock price or trading volume to decline.

Providence has significant influence over us and may not always exercise its influence in a way that benefits our public stockholders.

Providence VII U.S. Holdings L.P. owns approximately 11% of the outstanding shares of our common stock. As a result, Providence will continue to exercise influence over all matters requiring stockholder approval for the foreseeable future, including approval of significant corporate transactions, which may reduce the market price of our common stock.

Because Providence's interests may differ from your interests, actions Providence takes as a stockholder with influence may not be favorable to you. For example, the concentration of ownership held by Providence could delay, defer or prevent a change of control of us or impede a merger, takeover or other business combination that another stockholder may otherwise view favorably. Other potential conflicts could arise, for example, over matters such as employee retention or recruiting, or our dividend policy.

Additionally, Providence will continue to have the right to designate for nomination for election one of our directors so long as it beneficially owns at least 5% of our common stock.

Under our amended and restated certificate of incorporation, Providence and its affiliates and, in some circumstances, any of our directors and officers who is also a director, officer, employee, member or partner of Providence and its affiliates, have no obligation to offer us corporate opportunities.

The policies relating to corporate opportunities and transactions with Providence set forth in our second amended and restated certificate of incorporation (the "amended and restated certificate of incorporation") addresses potential conflicts of interest between DoubleVerify, on the one hand, and Providence and its officers, directors, employees, members or partners who are directors or officers of our company, on the other hand. In accordance with those policies, Providence may pursue corporate opportunities, including acquisition opportunities that may be complementary to our business, without offering those opportunities to us. By being a stockholder in DoubleVerify, you are deemed to have notice of and to have consented to these provisions of our amended and restated certificate of incorporation. Although these provisions are designed to resolve conflicts between us and Providence and its affiliates fairly, conflicts may not be resolved in our favor or be resolved at all.

Future offerings of debt or equity securities which would rank senior to our common stock may adversely affect the market price of our common stock.

If we decide to issue debt or equity securities that rank senior to our common stock, it is likely that such securities will be governed by an indenture or other instrument containing covenants restricting our operating flexibility. Additionally, any convertible or exchangeable securities that we issue in the future may have rights, preferences and privileges more favorable than those of our common stock and may result in dilution to owners of our common stock. We and, indirectly, our stockholders, will bear the cost of issuing and servicing such securities. Because our decision to issue debt or equity securities in any future offering will depend on market conditions and other factors beyond our control, we cannot predict or estimate the amount, timing or nature of any future offerings. Thus, holders of our common stock will bear the risk of our future offerings reducing the market price of our common stock or diluting their ownership stake in us.

Fulfilling our obligations incident to being a public company, including compliance with the Exchange Act and the requirements of the NYSE, the Sarbanes-Oxley Act and the Dodd-Frank Act, is expensive and time-consuming, and any delays or difficulties in satisfying these obligations could have a material adverse effect on our future results of operations and our stock price.

As a public company, we are subject to the reporting, accounting and corporate governance requirements of the NYSE, the Exchange Act, the Sarbanes-Oxley Act and Section 619 of the Dodd-Frank Act that apply to issuers of listed equity, which impose certain significant compliance requirements, costs and obligations upon us. The requirements of being a publicly listed company require a significant commitment of resources and management oversight which increase our operating costs. These laws and regulations also could make it more difficult or costly for us to obtain certain types of insurance, including director and officer liability insurance, and we may be forced to accept reduced policy limits and coverage or incur substantially higher costs to obtain the same or similar coverage. These laws and regulations could also make it more difficult for us to attract and retain qualified persons to serve on our board of directors, our board committees or as our executive officers.

The expenses associated with being a public company include auditing, accounting and legal fees and expenses, investor relations expenses, increased directors' fees and director and officer liability insurance costs, registrar and transfer agent fees and NYSE listing fees, as well as other expenses. Failure to comply with the requirements of being a public company could potentially subject us to sanctions or investigations by the SEC, the NYSE or other regulatory authorities, delisting of our common stock, and potentially civil litigation.

Additionally, the Sarbanes-Oxley Act requires, among other things, that we maintain effective disclosure controls and procedures and internal control over financial reporting. In order to maintain and improve the effectiveness of such controls, we have expended, and anticipate that we will continue to expend, significant resources. For example, since our IPO, we have hired additional accounting and financial staff with appropriate public company experience and technical accounting knowledge to assist in our compliance efforts.

We have incurred and expect to continue to incur significant expenses and devote substantial management effort toward compliance with the auditor attestation requirements of Section 404 of the Sarbanes-Oxley Act. To assist us in complying with these requirements we may need to hire more employees in the future, or engage outside consultants, which will increase our operating expenses.

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Despite significant investment, our current controls and any new controls that we implement may become inadequate because of changes in business conditions. For example, because we have acquired companies in the past and may continue to do so in the future, we need to effectively expend resources to integrate the controls of these acquired entities with ours. Further, weaknesses in our disclosure controls and internal control over financial reporting may be discovered in the future. Any failure to implement and maintain effective internal control over financial reporting could adversely affect the results of periodic management evaluations and annual independent registered public accounting firm attestation reports regarding the effectiveness of our internal control over financial reporting that are required to be included in the periodic reports that we file with the SEC. If our management team or independent registered public accounting firm were to furnish an adverse report, or if it is determined that we have a material weakness or significant deficiency in our internal control over financial reporting, investors could lose 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 NYSE, the SEC or other regulatory authorities or shareholder litigation.

Anti-takeover provisions in our amended and restated certificate of incorporation and amended and restated bylaws could discourage, delay or prevent a change of control of our company and may affect the trading price of our common stock.

Our amended and restated certificate of incorporation and our amended and restated bylaws (the “amended and restated bylaws”) include a number of provisions that may discourage, delay or prevent a change in our management or control over us that stockholders may consider favorable. For example, our amended and restated certificate of incorporation and amended and restated bylaws collectively:

- authorize the issuance of “blank check” preferred stock that could be issued by our board of directors to thwart a takeover attempt;
- provide for a classified board of directors, which divides our board of directors into three classes, with members of each class serving staggered three-year terms, which prevents stockholders from electing an entirely new board of directors at an annual meeting;
- limit the ability of stockholders to remove directors;
- provide that vacancies on our board of directors, including vacancies resulting from an enlargement of our board of directors, may be filled only by a majority vote of directors then in office;
- prohibit stockholders from calling special meetings of stockholders;
- prohibit stockholder action by written consent, thereby requiring all actions to be taken at a meeting of the stockholders;
- establish advance notice requirements for nominations of candidates for election as directors or to bring other business before an annual meeting of our stockholders; and
- require the approval of holders of at least 66 2/3% in voting power of the outstanding shares of our capital stock to amend our amended and restated bylaws and certain provisions of our amended and restated certificate of incorporation.

These provisions may prevent our stockholders from receiving the benefit from any premium to the market price of our common stock offered by a bidder in a takeover context. Even in the absence of a takeover attempt, the existence of these provisions may adversely affect the prevailing market price of our common stock if the provisions are viewed as discouraging takeover attempts in the future.

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Our amended and restated certificate of incorporation and amended and restated bylaws may also make it difficult for stockholders to replace or remove our management. Furthermore, the existence of the foregoing provisions, as well as the significant amount of common stock that Providence owns, may facilitate management entrenchment that may delay, deter, render more difficult or prevent a change in our control, which may not be in the best interests of our stockholders.

We could be the subject of securities class action or other litigation due to future stock price volatility, which could divert management's attention and materially and adversely affect our business, financial condition, results of operations or cash flows.

The stock market in general, and market prices for the securities of companies like ours in particular, have from time to time experienced volatility that often has been unrelated to the operating performance of the underlying companies. A certain degree of stock price volatility can be attributed to being a newly public company. These broad market and industry fluctuations may adversely affect the market price of our common stock, regardless of our operating performance. In certain situations in which the market price of a stock has been volatile, holders of that stock have instituted securities class action litigation against the company that issued the stock and we have in the past been subject to such or similar litigation. If any of our stockholders were to bring a similar lawsuit against us in the future, the defense and disposition of the lawsuit could be costly and divert the time and attention of our management and could materially and adversely affect our business, financial condition, results of operations or cash flows.

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

We do not intend to declare and pay dividends on our common stock for the foreseeable future. We currently intend to use our future earnings, if any, to fund our growth, including through acquisitions, and for working capital needs and general corporate purposes. Therefore, you are not likely to receive any dividends on your common stock for the foreseeable future, and the success of an investment in shares of our common stock depends upon any future appreciation in their value. There is no guarantee that shares of our common stock will appreciate in value or even maintain the price at which our stockholders have purchased their shares. Payments of dividends, if any, are at the sole discretion of our board of directors after taking into account various factors, including general and economic conditions, our financial condition and operating results, our available cash and current and anticipated cash needs, capital requirements, contractual, legal, tax and regulatory restrictions and implications of the payment of dividends by us to our stockholders or by our subsidiaries to us, and such other factors as our board of directors may deem relevant. In addition, our operations are conducted almost entirely through our subsidiaries. As such, to the extent that we determine in the future to pay dividends on our common stock, we will rely on our subsidiaries to make funds available to us for the payment of dividends. Further, the New Revolving Credit Facility limits the ability of our subsidiaries to pay dividends or otherwise transfer assets to us. In addition, Delaware law imposes additional requirements that may restrict our ability to pay dividends to holders of our common stock.

Our amended and restated certificate of incorporation designates the Court of Chancery of the State of Delaware as the sole and exclusive forum for certain litigation that may be initiated by our stockholders, which could limit our stockholders' ability to obtain a favorable judicial forum for disputes with us or our directors, officers or stockholders.

Our amended and restated certificate of incorporation provides that, unless we consent in writing to the selection of an alternative forum, the Court of Chancery of the State of Delaware will, to the fullest extent permitted by law, be the sole and exclusive forum for (i) any derivative action or proceeding brought on our behalf, (ii) any action or proceeding asserting a claim of breach of a fiduciary duty owed to us or our stockholders by any of our current or former directors, officers, other employees, agents or stockholders, (iii) any action or proceeding asserting a claim arising out of or under the Delaware General Corporation Law (the "DGCL"), or as to which the DGCL confers jurisdiction on the Court of Chancery of the State of Delaware (including, without limitation, any action asserting a claim arising out of or pursuant to our amended and restated certificate of incorporation or our amended and restated bylaws) or (iv) any action or proceeding asserting a claim that is governed by the internal affairs doctrine, in each case, subject to such Court of Chancery of the State of Delaware having personal jurisdiction over the indispensable parties named as defendants; provided that, the exclusive forum provision will not apply to any action or proceeding brought to enforce any liability or duty created by the Exchange Act or any other action or proceeding asserting a claim for which the federal courts have exclusive jurisdiction; provided further that, if and only if the Court of Chancery of the State of Delaware dismisses any such action or proceeding for lack of subject matter jurisdiction, such action or proceeding may be brought in another state or federal court sitting in the State of Delaware. Accordingly, the exclusive forum provision does not relieve us of our duties to comply with the federal securities laws and the rules and regulations thereunder, and our stockholders are not deemed to have waived our compliance with these laws, rules and regulations. Unless the Company consents in writing to the selection of an alternative forum, the federal district courts of the United States of America shall be the exclusive forum for the resolution of any claim arising under the Securities Act. By becoming a stockholder in our company, you will be deemed to have notice of and have consented to the provisions of our amended and restated certificate of incorporation related to choice of forum, provided that, if and only if the Court of Chancery of the State of Delaware dismisses any such action for lack of subject matter jurisdiction, such action may be brought in another state or federal court sitting in the State of Delaware. The choice of forum provision in our amended and restated certificate of incorporation may limit our stockholders' ability to obtain a favorable judicial forum for disputes with us or any of our directors, officers, other employees, agents or stockholders, which may discourage lawsuits with respect to such claims. Alternatively, if a court were to find the choice of forum provision contained in our amended and restated certificate of incorporation to be inapplicable or unenforceable in an action, we may incur additional costs associated with resolving such action in other jurisdictions, which could materially and adversely affect our business, financial condition or results of operations.

Our amended and restated certificate of incorporation includes provisions limiting the personal liability of our directors for breaches of fiduciary duty under the DGCL.

Our amended and restated certificate of incorporation contains provisions eliminating a director's personal liability to the fullest extent permitted by the DGCL for monetary damages resulting from a breach of fiduciary duty, except in circumstances involving:

- any breach of the director's duty of loyalty;
- acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of the law;
- under Section 174 of the DGCL (unlawful dividends); or
- any transaction from which the director derives an improper personal benefit.

The principal effect of the limitation on liability provision is that a stockholder will be unable to prosecute an action for monetary damages against a director unless the stockholder can demonstrate a basis for liability for which indemnification is not available under the DGCL. These provisions, however, should not limit or eliminate our rights or any stockholder's rights to seek non-monetary relief, such as an injunction or rescission, in the event of a breach of a director's fiduciary duty. These provisions do not alter a director's liability under federal securities laws. The inclusion of this provision in our amended and restated certificate of incorporation may discourage or deter stockholders or management from bringing a lawsuit against directors for a breach of their fiduciary duties, even though such an action, if successful, might otherwise have benefited us and our stockholders.

Item 1B. Unresolved Staff Comments

None.

Item 1C. Cybersecurity

We recognize the importance of assessing, identifying, and managing risks associated with cybersecurity threats. In furtherance thereof, we have made information security and protection a strategic priority. We have implemented multi-layered organizational, technical, and administrative measures which we continuously advance and proactively invest in.

Cybersecurity Risk Management and Strategy

We have a cybersecurity risk management program designed to protect the confidentiality, integrity, and availability of our critical systems and information. Our cybersecurity risk management program is integrated into and serves as an important component of our overall enterprise risk management program, and utilizes cross-functional teams to proactively assess risk and ensure that security controls are built-in prior to deployment.

Our cyber risk management program is informed by recognized standards for cybersecurity and information technology, including the National Institute of Standards and Technology Cybersecurity Framework ("CSF"), the International Organization Standardization ("ISO") 27001:2022 Information Security Management System Requirements and the AICPA Trust Services Criteria, which are independently validated and attested via our SOC 2 Type II report.

Our cybersecurity risk management program includes:

- risk assessments designed to assess, identify and manage material cybersecurity risks to our critical systems, information, solutions, and our broader IT environment;
- an incident response plan;
- vulnerability management, penetration testing, tabletop exercises and ongoing threat intelligence;
- the use of third-parties, where appropriate, to engage in penetration testing, conduct audits of our systems and engage in monitoring;
- enterprise-wide cybersecurity awareness training; and
- a third-party risk management process for vendors.

Cybersecurity Governance

Cybersecurity is an important part of our risk management processes and an area of focus for the Board of Directors of DoubleVerify (the “Board”) and management. Our Board as a whole has responsibility for overseeing our risk management program. The Board exercises this oversight responsibility directly and through its committees. The Board has primary responsibility for evaluating strategic and operational risk management, including cybersecurity risk management, and has delegated to the Audit Committee of the Board (the “Audit Committee”) oversight of the adequacy and effectiveness of the Company’s information and technology security policies as well as the internal controls regarding information and technology security, cybersecurity and privacy related areas. The Audit Committee also oversees management’s implementation of our cybersecurity risk management program.

The Audit Committee receives reports from management at least quarterly on a broad range of relevant topics, which include cybersecurity risks attendant to our business, recent developments in the cybersecurity landscape and practice, third-party and independent reviews, benchmarking and resource allocation, among other topics. In addition, management updates the Audit Committee regarding material or potentially material cybersecurity incidents. The Audit Committee provides reports to the full Board regarding these and other matters at least quarterly. The full Board also receives periodic briefings from management on our information security organization and risk management programs.

The Company’s Chief Information Security Officer reports to our Chief Information Officer and leads the Company’s cybersecurity team. This team is principally responsible for managing the Company’s cybersecurity risk management program, in cross-functional partnership with business leaders across the Company, reporting cybersecurity risks and incidents, among other things, to the Audit Committee, and supervising both our internal cybersecurity personnel and our retained external cybersecurity consultants. Collectively, our cybersecurity team has decades of experience managing cybersecurity risk worldwide and members hold accreditations such as the Certified Information Systems Security Professional, Certified Ethical Hacker and Certified Information Security Manager certifications.

During the period covered by this Annual Report, we have not identified cybersecurity threats, including as a result of any prior cybersecurity incidents, that have materially affected or are reasonably likely to materially affect us, including our operations, business strategy, results of operations, or financial condition. We recognize that we face a number of cybersecurity risks in connection with our business and that institutions like us, as well as our employees, service providers and other third parties on whom we rely have experienced a significant increase in information security and cybersecurity risk in recent years and will likely continue to be the target of increasingly sophisticated cyber attacks. For more information about the cybersecurity risks we face, see the risk factor: “*System failures, security breaches, cyberattacks or natural disasters could interrupt the operation of our platform and data centers and significantly harm our business, financial condition and results of operations*” under the caption “Risk Factors” in this Annual Report on Form 10-K.

Item 2. Properties

Our corporate headquarters are located in New York, New York, where we occupy approximately 87,500 square feet under a lease that expires in July 2038. We lease several additional properties and flexible co-working space in North America, Europe, Asia and Australia. We believe that our properties are adequate for our current needs and if we require additional space, we believe that we would be able to obtain such space on commercially reasonable terms.

Item 3. Legal Proceedings

We are not currently a party to any legal proceedings that would, either individually or in the aggregate, be expected to have a material adverse effect on our business, financial condition or cash flows. We may, from time to time, be involved in legal proceedings arising in the normal course of business. The outcome of legal proceedings is unpredictable and may have an adverse impact on our business or financial condition.

Securities Class Action Lawsuit: On December 22, 2025, the securities class action lawsuit previously disclosed on our Form 10-Q filed on November 7, 2025 was voluntarily dismissed by the lead plaintiffs without prejudice.

Item 4. Mine Safety Disclosures

Not applicable.

PART II

Item 5. Market for Registrant’s Common Equity, Related Stockholder Matters and Issuer Purchases of Equity Securities

Holders of Record

Our common stock is listed on the NYSE under the symbol “DV”.

As of February 19, 2026, we had 161,987,971 shares of common stock outstanding and 72 holders of record of our common stock.

Dividend Policy

We do not intend to declare or pay dividends on our common stock for the foreseeable future. We currently intend to use our future earnings, if any, to fund our growth, including for working capital needs, acquisitions and general corporate purposes. Any future determination to pay dividends on our common stock will be subject to the discretion of our board of directors and depend upon various factors, including our results of operations, financial condition, liquidity requirements, capital requirements, level of indebtedness, contractual restrictions imposed by the New Revolving Credit Facility and the agreements governing any indebtedness we or our subsidiaries may incur in the future, restrictions imposed by Delaware law, general business conditions and other factors that our board of directors may deem relevant.

We did not declare or pay any dividends on our common stock in 2025, 2024 or 2023.

Purchases of Equity Securities by the Issuer and Affiliated Purchases

We did not repurchase any shares of our common stock during the three months ended December 31, 2025. Refer to Note 14 of our Consolidated Financial Statements for information regarding our Repurchase Program and New Repurchase Program.

Recent Sales of Unregistered Securities

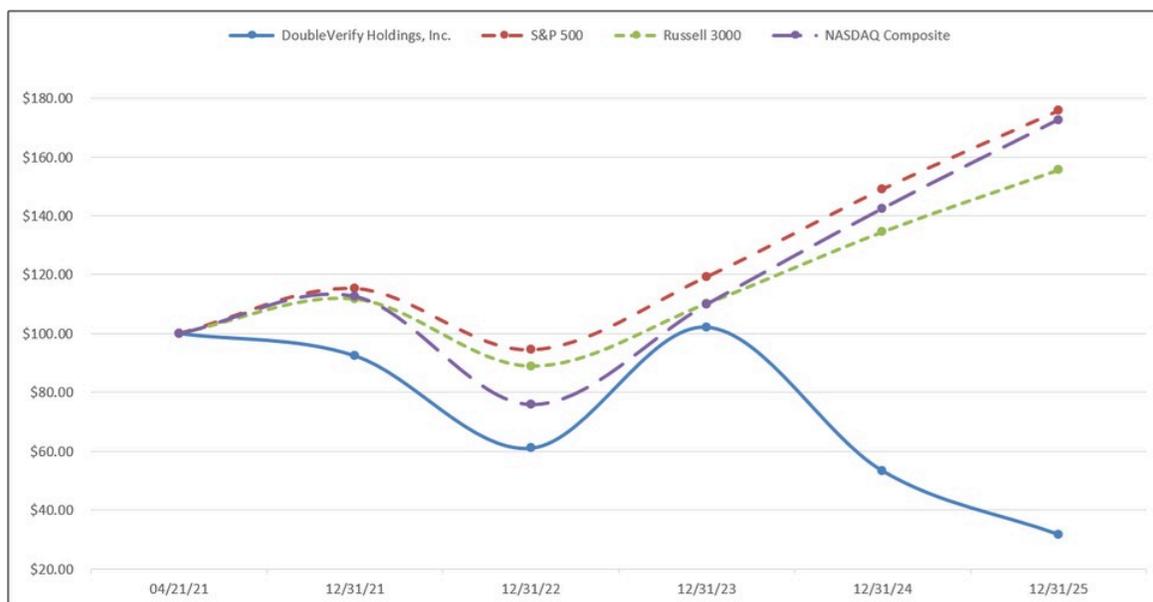
None.

Use of Proceeds

None.

Stock Performance Graph

The following graph compares the cumulative total stockholder return on an initial investment of \$100 in our common stock between April 21, 2021, and December 31, 2025, with the comparative cumulative total returns of the Standard & Poor’s (“S&P”) 500 Index, Nasdaq Composite Index and Russell 3000 Index over the same period. We have not paid any cash dividends: therefore, the cumulative total return calculation for us is based solely upon stock price appreciation and not the reinvestment of cash dividends. However, the data for the S&P 500 Index, Nasdaq Composite Index and Russell 3000 Index assumes reinvestments of dividends. The graph assumes the closing market price on April 21, 2021, of \$36.00 per share as the initial value of our common stock. The returns shown are based on historical results and are not indicative of, nor intended to forecast, future stock price performance.



Item 6. [Reserved]

Item 7. Management’s Discussion and Analysis of Financial Condition and Results of Operations

You should read the following discussion and analysis of our financial condition and results of operations together with our consolidated financial statements and the related notes appearing elsewhere within this Annual Report on Form 10-K. Some of the information contained in this discussion and analysis or set forth elsewhere in this Annual Report on Form 10-K, including information with respect to our plans and strategy for our business, includes forward-looking statements that involve risks, uncertainties and assumptions. You should read the “Special Note Regarding Forward-Looking Statements” and “Risk Factors” sections of this Annual Report on Form 10-K for a discussion of important factors that could cause actual results to differ materially from the results described in or implied by the forward-looking statements contained in the following discussion and analysis.

The following generally discusses 2025 and 2024 items and year-to-year comparisons between 2025 and 2024. Discussion of historical items and year-to-year comparisons between 2024 and 2023 that are not included in this discussion can be found in “Management’s Discussion and Analysis of Financial Condition and Results of Operations” of our Annual Report on Form 10-K for the year ended December 31, 2024. References to “Notes” are notes included in our consolidated financial statements appearing elsewhere in this Annual Report on Form 10-K.

Company Overview

We are one of the industry’s leading media effectiveness platforms that leverages AI to drive superior outcomes for global brands. By creating more effective, transparent ad transactions, we make the digital advertising ecosystem stronger, safer and more secure, thereby preserving the fair value exchange between buyers and sellers of digital media.

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Our solutions are integrated across the entire digital advertising ecosystem, including programmatic platforms, social media channels, and digital publishers. We deliver unique data analytics through our customer interface, DV Pinnacle, to provide detailed insights into our customers' media performance on both direct and programmatic media buying platforms and across all key digital media channels, formats, and devices, with coverage spanning 110 countries where our customers activate our solutions. Our customers include many of the largest global advertisers and digital ad platforms and publishers. We provide a consistent, cross-platform measurement standard across all major forms of digital media, making it easier for advertisers and supply-side customers to assess performance across all of their digital ads and optimize business outcomes in real-time.

Our company was founded in 2008 and introduced our first brand suitability solution in 2010. We launched our first viewability and fraud solutions in 2013 and 2014, respectively. As the global digital advertising market has evolved, we have continued to expand our measurement capabilities and market coverage through new product innovation, increasing our international footprint and new platform partnerships. We introduced our first programmatic platform integrations in 2015, followed by our inaugural social media platform partnership in 2017, and expanded further with the launch of our CTV certification program in 2020.

We have experienced rapid growth and achieved significant profitability in recent years as evidenced by the following:

- We generated revenue of \$748.3 million for the year ended December 31, 2025 and \$656.8 million for the year ended December 31, 2024, representing an increase of 14%.
- Our net income was \$50.7 million for the year ended December 31, 2025 and \$56.2 million for the year ended December 31, 2024.
- Our Adjusted EBITDA was \$245.6 million for the year ended December 31, 2025 and \$218.9 million for the year ended December 31, 2024. Adjusted EBITDA is a non-GAAP financial measure. For information on how we compute Adjusted EBITDA and a reconciliation of Adjusted EBITDA to net income, see "Results of Operations — Adjusted EBITDA."

We derive revenue primarily from our advertiser customers based on the volume of media transactions, or ads, that our solutions measure ("Media Transactions Measured"). Advertisers utilize the DV Authentic Ad, our definitive metric of digital media quality, to evaluate the existence of fraud, brand suitability, viewability and geography for each digital ad. Advertisers pay us an analysis fee ("Measured Transaction Fee") per thousand impressions based on the volume of Media Transactions Measured on their behalf. The price of most of our solutions is fixed. On platforms that charge based on percent of media spend, our pricing includes caps which effectively mirror our standard fixed fees.

We maintain an expansive set of direct integrations across the entire digital advertising ecosystem, including with leading programmatic, CTV, and social platforms, which enable us to deliver our metrics to the platforms where our customers buy ads. Further, our solutions are not reliant on any single source of impressions and we can service our customers as their digital advertising needs change. In each of 2025 and 2024, we estimate that approximately 44% and 56% of Media Transactions Measured were for display and for video ad formats, respectively. In 2025, we estimate that approximately 74%, 14% and 12% of Media Transactions Measured within post-campaign measurement were for mobile, desktop, and CTV devices, respectively. In 2024, approximately 77%, 12% and 11% of Media Transactions Measured were for mobile, desktop, and CTV devices, respectively.

We generate revenue from supply-side customers based on monthly or annual contracts with minimum guarantees and tiered pricing when guarantees are met.

We believe that there are meaningful long-term growth opportunities within the digital advertising market. We plan to continue to invest in new performance and protection solutions that increase our value proposition to customers and expand our capabilities across new and growing digital media environments, channels and devices, including CTV, new mobile apps and other emerging areas of digital ad spend. We plan to continue to invest in sales and marketing to grow our existing customer relationships and acquire new customers. In addition, we have completed seven acquisitions since 2018 and maintain an active pipeline of potential M&A targets and intend to continue evaluating add-on opportunities to bolster our current solutions suite and complement our organic growth initiatives.

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Furthermore, we believe that there are significant long-term growth opportunities in markets outside of North America. We expect to continue to make investments in product development, sales and marketing, information technology, financial and administrative systems and controls to support our global growth.

Factors Affecting Our Performance

There are a number of factors that have impacted, and we believe will continue to impact, our results of operations and growth. These factors include:

New Solutions and Channels. Over time, the emergence of new digital channels, such as social, has attracted significant advertiser interest and investment. In turn, this has created additional demand for digital measurement and analytics solutions. We have a track record of developing new solutions for our customers that provide increased relationship value. We intend to extend our solutions capabilities to new adjacencies and cover new and growing digital channels and devices, including CTV, new mobile apps and other emerging areas of digital ad spend.

Growth of Existing Customers and Customer Acquisitions. We aim to increase the adoption of our solutions among existing customers and acquire new customers in diversified industries. Our customers include many of the largest digital advertisers in the world and we have maintained exceptional customer retention with gross revenue retention rates of over 95% in each of the years ended December 31, 2025 and 2024. We define our gross revenue retention rate as the total prior year revenue earned from advertiser customers, less the portion of prior year revenue attributable to lost advertiser customers, divided by the total prior year revenue from advertiser customers, excluding a portion of our revenues that cannot be allocated to specific advertiser customers. Gross retention rates demonstrate strength in underlying business, recurring business profile, level of client satisfaction and lack of churn. We expect to continue to grow with our existing customers as they increase their spend on digital advertising and as we introduce new solutions across key channels, formats, devices and geographies. We have generated strong historical net revenue retention rates, with 109% for the year ended December 31, 2025 and 112% for the year ended December 31, 2024. We define our net revenue retention rate as the total current period revenue earned from advertiser customers, which were also customers during the entire most recent twelve-month period, divided by the total prior year period revenue earned from the same advertiser customers, excluding a portion of our revenues that cannot be allocated to specific advertiser customers. Net retention rates demonstrate strength in underlying business, recurring business profile, level of client satisfaction and lack of churn. Limitations for these metrics include limiting their usefulness as a comparative measure and the metrics not being the best indicator of our cash flows or future operating results. You should compensate for these limitations by relying primarily on the Company's GAAP results and using the non-GAAP financial measures only supplementally.

	Year Ended December 31,	
	2025	2024
Advertiser revenue retention:		
Gross revenue retention	> 95%	> 95%
Net revenue retention	109%	112%

Artificial Intelligence. The rapidly-evolving, AI-powered internet will amplify advertisers' need to protect media quality and we intend to continue to develop solutions that seek to ensure advertisers' marketing efforts are strategically aligned with brand goals and values, to foster deeper consumer engagement and trust, while also optimizing investments and performance.

Continued Growth in Digital Ad Spend. Magna Global estimated that global digital ad spend, excluding search, reached \$378 billion in 2025 and is expected to grow to \$518 billion by 2029. Our revenues have grown as a result of the growth in digital advertising as well as the continued adoption of digital measurement solutions and analytics. As the digital advertising market has grown, advertisers have increasingly shifted their digital media spend to both programmatic and social media channels to achieve desired business outcomes. We have been direct beneficiaries of this growth by virtue of our integrations with leading programmatic and social media platforms. In the year ended December 31, 2025, the revenue we generated by providing our activation solutions through programmatic and social integrations and our measurement solutions through social integrations grew 15% and 9%, respectively, over the prior year period. In the year ended December 31, 2024, the revenue we generated by providing our activation solutions through programmatic and social integrations and our measurement solutions through social integrations grew 13% and 27%, respectively, over the prior year period.

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New Geographies. Our customer base is predominately U.S.-based today. We intend to continue to grow our presence in international markets in order to meet the needs of our existing customers and accelerate new customer acquisition in key geographies outside of North America. With offices or commercial operations in 32 locations across 26 countries, our expansion to new geographies has helped us to win the international business of our existing customers and to establish relationships with some of the world’s largest international advertisers. As of December 31, 2025, 512 of our employees were based outside of the Americas.

While the factors above may present significant opportunities for us, they also pose significant risks and challenges. See “Risk Factors” for more information on risks and uncertainties that may impact our business and financial results.

Components of Our Results of Operations

We manage our business operations and report our financial results in a single segment.

Revenue

Our customers use our solutions to measure the effectiveness of their digital advertisements. We generate revenue from our advertising customers based primarily on the volume of Media Transactions Measured by our solutions, and for supply-side customers, based on contracts with minimum guarantees or contracts that have tiered pricing after minimum guarantees are achieved.

For the years ended December 31, 2025 and 2024, we generated 90% and 91% of our revenue, respectively, from advertiser customers. Advertisers can purchase our solutions through programmatic, social media and CTV platforms to evaluate the quality and optimize the efficiency of ad inventories before they are purchased, which we track as Activation revenue. Advertisers can also purchase our solutions to measure the quality and performance of ads after they are purchased directly or programmatically from digital properties, including publishers, social media and CTV platforms, which we track as Measurement revenue. We generate the majority of our revenue from advertisers by charging a Measured Transaction Fee based on the volume of Media Transactions Measured on behalf of our customers. We recognize revenue from advertisers in the period in which we provide our measurement and activation solutions. We have long-term relationships with many of our customers, with an average relationship of approximately nine years for our top 25, 50 and 75 customers, and ongoing contractual agreements with a substantial portion of our customer base.

For the years ended December 31, 2025 and 2024, we generated 10% and 9% of our revenue, respectively, from supply-side customers who use our data analytics to validate the quality of their ad inventory and provide data to their customers to facilitate targeting and purchasing of digital ads, which we refer to as Supply-side revenue. We generate revenue for certain supply-side arrangements that include minimum guaranteed fees that reset monthly and are recognized on a straight-line basis over the access period, which is usually one to two years. For contracts that contain overages, once the minimum guaranteed amount is achieved, overages are recognized as earned over time based on a tiered pricing structure.

The following table disaggregates revenue between advertiser customers, where revenue is generated based on number of ads measured and purchased for Activation or measured for Measurement, and Supply-side.

	<u>Year Ended December 31,</u>		<u>Change</u>	<u>Change</u>
	<u>2025</u>	<u>2024</u>	<u>\$</u>	<u>%</u>
	<i>(In Thousands)</i>			
Revenue by customer type:				
Activation	\$ 427,311	\$ 373,101	\$ 54,210	15 %
Measurement	249,724	226,939	22,785	10
Supply-side	71,256	56,809	14,447	25
Total revenue	<u>\$ 748,291</u>	<u>\$ 656,849</u>	<u>\$ 91,442</u>	<u>14 %</u>

See “Critical Accounting Policies and Estimates — Revenue Recognition” for a description of our revenue recognition policies.

Operating Expenses

Our operating expenses consist of the following categories:

Cost of revenue. Cost of revenue consists primarily of costs from revenue-sharing arrangements with our partners, platform hosting fees, data center costs, software and other technology expenses, other costs directly associated with data infrastructure, and personnel costs, including salaries, bonuses, stock-based compensation and benefits, directly associated with the support and delivery of our customer interface, DV Pinnacle, and solutions.

Product development. Product development expenses consist primarily of personnel costs, including salaries, bonuses, stock-based compensation and benefits, third party vendors and outsourced engineering services, and allocated overhead. Overhead costs such as information technology infrastructure, rent and occupancy charges are allocated based on headcount. Product development expenses are expensed as incurred, except to the extent that such costs are associated with software development that qualifies for capitalization, which are then recorded as capitalized software development costs included in Property, plant and equipment, net on our Consolidated Balance Sheets. Capitalized software development costs are amortized to depreciation and amortization.

Sales, marketing, and customer support. Sales, marketing, and customer support expenses consist primarily of personnel costs directly associated with sales, marketing, and customer support departments, including salaries, bonuses, commissions, stock-based compensation and benefits, and allocated overhead. Overhead costs such as information technology infrastructure, rent and occupancy charges are allocated based on headcount. Sales and marketing expense also includes costs for promotional marketing activities, advertising costs, and attendance at events and trade shows. Sales commissions are expensed as incurred.

General and administrative. General and administrative expenses consist primarily of personnel expenses associated with our executive, finance, legal, human resources and other administrative employees. General and administrative expenses also include professional fees for external accounting, legal, investor relations and other consulting services, expenses to operate as a public company, including costs to comply with rules and regulations applicable to companies listed on a U.S. securities exchange, costs related to compliance and reporting obligations pursuant to the rules and regulations of the SEC, other overhead expenses including insurance, as well as third-party costs related to acquisitions.

Interest expense. Interest expense consists primarily of the amortization of debt issuance costs, commitment fees associated with the unused portion of the New Revolving Credit Facility and the Company's prior senior secured revolving credit facility, dated as of October 1, 2020 (the "Prior Revolving Credit Facility") and interest on finance leases. The New Revolving Credit Facility bears interest at an option of Secured Overnight Financing Rate ("SOFR") or Alternate Base Rate ("ABR") plus an applicable margin per annum. See "Liquidity and Capital Resources—Debt Obligations."

Other income, net. Other income, net consists primarily of interest earned on interest-bearing monetary assets and gains and losses on foreign currency transactions.

Results of Operations

Comparison of the Years Ended December 31, 2025 and 2024

The following tables show our results of operations for the years ended December 31, 2025 and 2024:

	Year Ended December 31,		Change \$	Change %
	2025	2024		
	<i>(In Thousands)</i>			
Revenue	\$ 748,291	\$ 656,849	\$ 91,442	14 %
Cost of revenue (exclusive of depreciation and amortization shown separately below)	133,499	116,515	16,984	15
Product development	178,445	153,046	25,399	17
Sales, marketing and customer support	190,826	167,506	23,320	14
General and administrative	109,744	92,147	17,597	19
Depreciation and amortization	56,579	45,215	11,364	25
Income from operations	79,198	82,420	(3,222)	(4)
Interest expense	1,733	1,118	615	55
Other income, net	(5,244)	(7,488)	(2,244)	(30)
Income before income taxes	82,709	88,790	(6,081)	(7)
Income tax expense	32,059	32,559	(500)	(2)
Net income	\$ 50,650	\$ 56,231	\$ (5,581)	(10)%

	Year Ended December 31,	
	2025	2024
	<i>(as % of Revenue)</i>	
Revenue	100 %	100 %
Cost of revenue (exclusive of depreciation and amortization shown separately below)	18	18
Product development	24	23
Sales, marketing and customer support	26	26
General and administrative	15	14
Depreciation and amortization	8	7
Income from operations	11	13
Interest expense	—	—
Other income, net	(1)	(1)
Income before income taxes	11	14
Income tax expense	4	5
Net income	7 %	9 %

Note: Percentages may not sum due to rounding.

Revenue

Total revenue increased by \$91.4 million, or 14%, from \$656.8 million in the year ended December 31, 2024 to \$748.3 million in the year ended December 31, 2025.

Total advertiser revenue increased by \$77.0 million, or 13%, driven primarily by a 15% increase in Media Transactions Measured, partially offset by a 3% decrease in Measured Transaction Fees, excluding the impact of an introductory fixed fee deal for one large customer.

Activation revenue increased by \$54.2 million, or 15%, driven primarily by greater adoption of Authentic Brand Suitability, core programmatic solutions and social media solutions.

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Measurement revenue increased by \$22.8 million, or 10%, driven primarily by greater adoption of social and CTV solutions, as well as the addition of Rockerbox.

Supply-side revenue increased by \$14.4 million, or 25%, driven primarily by growth from both existing and new platform customers, as well as the addition of new publisher customers.

Cost of Revenue (exclusive of depreciation and amortization shown below)

Cost of revenue increased by \$17.0 million, or 15%, from \$116.5 million in the year ended December 31, 2024 to \$133.5 million in the year ended December 31, 2025. The increase was due primarily to growth in Activation revenue which led to increased partner costs from revenue-sharing arrangements, as well as higher data services and hosting expenses due to increased volume.

Product Development Expenses

Product development expenses increased by \$25.4 million, or 17%, from \$153.0 million in the year ended December 31, 2024 to \$178.4 million in the year ended December 31, 2025. The increase was due primarily to an increase in personnel costs, including stock-based compensation, of \$19.8 million and an increase in third party software costs and outsourced consulting and engineering services of \$3.5 million to support our product development efforts.

Sales, Marketing and Customer Support Expenses

Sales, marketing and customer support expenses increased by \$23.3 million, or 14%, from \$167.5 million in the year ended December 31, 2024 to \$190.8 million in the year ended December 31, 2025. The increase was due primarily to an increase in personnel costs, including stock-based compensation and sales commissions, of \$18.4 million, an increase in third party professional fees to support marketing and sales activities of \$1.6 million, and an increase in marketing activities, including advertising, promotions, events and other activities, of \$0.6 million.

General and Administrative Expenses

General and administrative expenses increased by \$17.6 million, or 19%, from \$92.1 million in the year ended December 31, 2024 to \$109.7 million in the year ended December 31, 2025. The increase was due primarily to a \$11.3 million increase in personnel costs, including stock-based compensation, a \$3.7 million increase in third party professional fees, \$3.5 million of third party legal fees related to litigation and regulatory matters outside of the ordinary course, and \$1.1 million of third party professional services related to the acquisition of Rockerbox and our broader acquisition strategy, partially offset by a \$1.8 million decrease in bad debt expenses related to collection activities.

Depreciation and Amortization

Depreciation and amortization increased by \$11.4 million, or 25%, from \$45.2 million in the year ended December 31, 2024 to \$56.6 million in the year ended December 31, 2025. The increase was due primarily to higher amortization of internally developed software and amortization of acquired intangibles from Rockerbox.

Interest Expense

Interest expense increased by \$0.6 million, from \$1.1 million in the year ended December 31, 2024 to \$1.7 million in the year ended December 31, 2025.

Other Income, Net

Other income, net decreased by \$2.2 million, from \$7.5 million in the year ended December 31, 2024, to \$5.2 million in the year ended December 31, 2025. The change was due primarily to a decrease in interest earned on interest-bearing monetary assets, partially offset by gains from changes in foreign exchange rates.

Income Tax Expense

Income tax expense decreased by \$0.5 million, from \$32.6 million in the year ended December 31, 2024 to \$32.1 million in the year ended December 31, 2025. The decrease was due primarily to increased R&D tax credit and foreign derived intangible income deductions with partly offsetting increases to certain unfavorable permanent tax adjustments, including non-deductible executive compensation and stock-based compensation.

Adjusted EBITDA

In addition to our results determined in accordance with GAAP, management believes that certain non-GAAP financial measures, including Adjusted EBITDA and Adjusted EBITDA Margin, are useful in evaluating our business. We calculate Adjusted EBITDA Margin as Adjusted EBITDA divided by total revenue. The following table presents a reconciliation of Adjusted EBITDA, a non-GAAP financial measure, to the most directly comparable financial measure prepared in accordance with GAAP.

	Year Ended December 31,	
	2025	2024
	<i>(In Thousands)</i>	
Net income	\$ 50,650	\$ 56,231
Net income margin	7%	9%
Depreciation and amortization	56,579	45,215
Stock-based compensation	104,226	90,658
Interest expense	1,733	1,118
Income tax expense	32,059	32,559
M&A and restructuring costs (a)	1,656	537
Offering and secondary offering costs (b)	—	68
Other costs (c)	3,962	—
Other income (d)	(5,244)	(7,488)
Adjusted EBITDA	<u>\$ 245,621</u>	<u>\$ 218,898</u>
Adjusted EBITDA margin	33%	33%

- (a) M&A and restructuring costs for the year ended December 31, 2025 consist of third party professional service costs related to the acquisition of Rockerbox and to our broader acquisition strategy. M&A and restructuring costs for the year ended December 31, 2024 consist of transaction costs related to the agreement to acquire Rockerbox.
- (b) Offering and secondary offering costs for the year ended December 31, 2024 consist of third-party costs incurred for underwritten secondary public offerings by certain stockholders of the Company.
- (c) Other costs for the year ended December 31, 2025 consist of expenses incurred with respect to litigation and regulatory matters outside of the ordinary course and costs related to the early termination of an office lease.
- (d) Other income for the years ended December 31, 2025 and 2024 consists of interest income earned on interest-bearing monetary assets, and the impact of changes in foreign currency exchange rates.

We use Adjusted EBITDA and Adjusted EBITDA Margin as measures of operational efficiency to understand and evaluate our core business operations. We believe that these non-GAAP financial measures are useful to investors for period to period comparisons of our core business and for understanding and evaluating trends in operating results on a consistent basis by excluding items that we do not believe are indicative of our core operating performance.

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These non-GAAP financial measures have limitations as analytical tools and should not be considered in isolation or as substitutes for an analysis of our results as reported under GAAP. Some of the limitations of these measures are:

- they do not reflect changes in, or cash requirements for, working capital needs;
- Adjusted EBITDA does not reflect capital expenditures or future requirements for capital expenditures or contractual commitments;
- they do not reflect income tax expense or the cash requirements to pay income taxes;
- they do not reflect interest expense or the cash requirements necessary to service interest or principal debt payments; and
- although depreciation and amortization are non-cash charges related mainly to intangible assets, certain assets being depreciated and amortized will have to be replaced in the future, and Adjusted EBITDA does not reflect any cash requirements for such replacements.

In addition, other companies in our industry may calculate these non-GAAP financial measures differently, therefore limiting their usefulness as a comparative measure. You should compensate for these limitations by relying primarily on our GAAP results and using the non-GAAP financial measures only supplementally.

Selected Quarterly Results of Operations

The following tables set forth our unaudited consolidated quarterly results of operations for each of the 8 quarters within the period from January 1, 2024 to December 31, 2025. Our quarterly results of operations have been prepared on the same basis as our consolidated financial statements, and we believe they reflect all normal recurring adjustments necessary for the fair presentation of our results of operations for these periods. This information should be read in conjunction with our consolidated financial statements and related notes included elsewhere in this Annual Report on Form 10-K. These quarterly results of operations are not necessarily indicative of our results of operations for a full year or any future period.

We experience fluctuations in revenue that coincide with seasonal fluctuations in the digital ad spending of our customers. Advertisers typically allocate the largest portion of their media budgets to the fourth quarter of the calendar year in order to coincide with increased holiday purchasing. As a result, the fourth quarter of the year typically reflects our highest level of measurement of digital ads while the first quarter reflects the lowest level of such activity. We expect our revenue to continue to fluctuate based on seasonal factors that affect the advertising industry as a whole. While our revenue is highly recurring, seasonal fluctuations in ad spend may impact quarter-over-quarter results. We believe that the year-over-year comparison of results more appropriately reflects the overall performance of the business.

	Three Months Ended							
	Dec 31, 2025	Sep 30, 2025	Jun 30, 2025	Mar 31, 2025	Dec 31, 2024	Sep 30, 2024	Jun 30, 2024	Mar 31, 2024
	<i>(In Thousands)</i>							
Revenue	\$ 205,588	\$ 188,621	\$ 189,021	\$ 165,061	\$ 190,621	\$ 169,556	\$ 155,890	\$ 140,782
Cost of revenue (exclusive of depreciation and amortization shown separately below)	35,942	33,465	33,126	30,966	34,316	29,479	26,102	26,618
Product development	41,683	44,842	47,203	44,717	37,540	39,306	39,806	36,394
Sales, marketing and customer support	49,232	47,022	50,871	43,701	44,246	40,525	44,863	37,872
General and administrative	26,644	26,997	29,576	26,527	23,967	23,039	23,066	22,075
Depreciation and amortization	14,304	15,191	14,697	12,387	11,800	11,483	11,004	10,928
Income from operations	37,783	21,104	13,548	6,763	38,752	25,724	11,049	6,895
Interest expense	403	467	443	420	300	353	233	232
Other (income) expense, net	(59)	99	(2,105)	(3,179)	1,073	(4,225)	(2,064)	(2,272)
Income before income taxes	37,439	20,538	15,210	9,522	37,379	29,596	12,880	8,935
Income tax expense	8,110	10,336	6,452	7,161	13,979	11,395	5,406	1,779
Net income	<u>\$ 29,329</u>	<u>\$ 10,202</u>	<u>\$ 8,758</u>	<u>\$ 2,361</u>	<u>\$ 23,400</u>	<u>\$ 18,201</u>	<u>\$ 7,474</u>	<u>\$ 7,156</u>

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The following table sets forth our unaudited consolidated results of operations for the specified periods as a percentage of revenue:

	Three Months Ended							
	Dec 31, 2025	Sep 30, 2025	Jun 30, 2025	Mar 31, 2025	Dec 31, 2024	Sep 30, 2024	Jun 30, 2024	Mar 31, 2024
Revenue	100 %	100 %	100 %	<i>(as % of Revenue)</i>				100 %
Cost of revenue (exclusive of depreciation and amortization shown separately below)	17	18	18	19	18	17	17	19
Product development	20	24	25	27	20	23	26	26
Sales, marketing and customer support	24	25	27	26	23	24	29	27
General and administrative	13	14	16	16	13	14	15	16
Depreciation and amortization	7	8	8	8	6	7	7	8
Income from operations	18	11	7	4	20	15	7	5
Interest expense	—	—	—	—	—	—	—	—
Other (income) expense, net	—	—	(1)	(2)	1	(2)	(1)	(2)
Income before income taxes	18	11	8	6	20	17	8	6
Income tax expense	4	5	3	4	7	7	3	1
Net income	14 %	5 %	5 %	1 %	12 %	11 %	5 %	5 %

Note: Percentages may not sum due to rounding.

The following table presents a reconciliation of Adjusted EBITDA, a non-GAAP financial measure, to the most directly comparable financial measure prepared in accordance with GAAP.

	Three Months Ended							
	Dec 31, 2025	Sep 30, 2025	Jun 30, 2025	Mar 31, 2025	Dec 31, 2024	Sep 30, 2024	Jun 30, 2024	Mar 31, 2024
	<i>(In Thousands)</i>							
Net income	\$ 29,329	\$ 10,202	\$ 8,758	\$ 2,361	\$ 23,400	\$ 18,201	\$ 7,474	\$ 7,156
Net income margin	14%	5%	5%	1%	12%	11%	5%	5%
Depreciation and amortization	14,304	15,191	14,697	12,387	11,800	11,483	11,004	10,928
Stock-based compensation	25,498	27,379	27,007	24,342	22,752	22,950	24,715	20,241
Interest expense	403	467	443	420	300	353	233	232
Income tax expense	8,110	10,336	6,452	7,161	13,979	11,395	5,406	1,779
M&A and restructuring (recoveries) costs	—	(10)	504	1,162	537	—	(11)	11
Offering and secondary offering costs	—	—	—	—	—	—	10	58
Other costs	257	2,187	1,518	—	—	—	—	—
Other (income) expense	(59)	99	(2,105)	(3,179)	1,073	(4,225)	(2,064)	(2,272)
Adjusted EBITDA	\$ 77,842	\$ 65,851	\$ 57,274	\$ 44,654	\$ 73,841	\$ 60,157	\$ 46,767	\$ 38,133
Adjusted EBITDA margin	38%	35%	30%	27%	39%	35%	30%	27%

Liquidity and Capital Resources

Our operations are financed primarily through cash generated from operations. As of December 31, 2025, the Company had cash and cash equivalents of \$259.0 million and net working capital, consisting of current assets (excluding cash and cash equivalents) less current liabilities, of \$138.7 million. As of December 31, 2024, the Company had cash and cash equivalents of \$292.8 million and net working capital, consisting of current assets (excluding cash and cash equivalents) less current liabilities, of \$162.7 million.

Our short-term and long-term principal commitments consist of non-cancelable operating leases for our various office facilities, and other contractual commitments consisting of obligations to our hosting services and hardware providers.

We believe existing cash and cash generated from operations, together with the \$200.0 million undrawn balance under the New Revolving Credit Facility as of December 31, 2025, will be sufficient to meet future working capital requirements and fund capital expenditures, share repurchase programs and acquisitions on a short-term and long-term basis.

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Our total future capital requirements and the adequacy of available funds will depend on many factors, including those discussed above as well as the risks and uncertainties set forth under “Risk Factors.”

Debt Obligations

On August 12, 2024, the Company entered into the Credit Agreement providing for the New Revolving Credit Facility with available borrowings of \$200.0 million, which matures on the Revolving Termination Date. Subject to certain terms and conditions, the Company is entitled to request incremental facilities (including term, revolving and/or letter of credit facilities). The New Revolving Credit Facility replaces in full the Company’s Prior Revolving Credit Facility.

All obligations under the New Revolving Credit Facility are guaranteed by the Company pursuant to the Guarantee Agreement. The New Revolving Credit Facility contains customary affirmative and negative covenants, including restrictions on, among other things: paying dividends or purchasing, redeeming or retiring capital stock applicable to the Credit Group; granting liens; incurring or guaranteeing additional debt; making investments and acquisitions; entering into transactions with affiliates; entering into any merger, consolidation or amalgamation or disposing of all or substantially all property or business; and disposing of property, including issuing capital stock.

The New Revolving Credit Facility also requires us to remain in compliance with certain financial ratios. DoubleVerify, Inc. was in compliance with all covenants under the New Revolving Credit Facility as of December 31, 2025.

As of December 31, 2025, there was no outstanding debt under the New Revolving Credit Facility.

For more information about the New Revolving Credit Facility, see Note 9 to our audited Consolidated Financial Statements included elsewhere in this Annual Report on Form 10-K.

Repurchase Programs

On May 16, 2024, the Company announced that its Board of Directors (the “Board”) authorized the repurchase of up to \$150.0 million of the Company’s outstanding common stock (the “Repurchase Program”). On November 6, 2024, the Company announced that the Board authorized the repurchase of up to an additional \$200.0 million of the Company’s outstanding common stock (the “New Repurchase Program”). Both programs allow the Company to repurchase for cash from time to time shares of its common stock through open market purchases pursuant to Rule 10b-18 and/or Rule 10b5-1 plans, in compliance with applicable securities laws and other legal requirements. Neither program obligates the Company to repurchase any specific number of shares, has no time limit, and may be modified, suspended, or discontinued at any time at the Company’s discretion.

Repurchases under the Repurchase Program commenced in June 2024. During the year ended December 31, 2024, the Company repurchased 6.8 million shares of its common stock for an aggregate repurchase amount of \$128.0 million under the Repurchase Program. During the year ended December 31, 2025, the Company repurchased an additional 1.1 million shares for \$22.2 million, utilizing the remaining authorization under the Repurchase Program.

Repurchases under the New Repurchase Program commenced in March 2025. During the year ended December 31, 2025, the Company repurchased 7.3 million shares of its common stock for an aggregate repurchase amount of \$110.1 million under the New Repurchase Program.

During the year ended December 31, 2025, the Company repurchased a total of 8.4 million shares of its common stock for an aggregate repurchase amount of \$132.3 million under both repurchase programs. As of December 31, 2025, \$90.0 million remained available and authorized for repurchase under the New Repurchase Program.

On February 18, 2026, the Board authorized the repurchase of up to \$300.0 million of the Company’s outstanding common stock (the “February 2026 Repurchase Program”). Under the February 2026 Repurchase Program, the Company may repurchase for cash from time to time shares of its common stock through open market purchases pursuant to Rule 10b-18 and/or Rule 10b5-1 plans, in compliance with applicable securities laws and other legal requirements. The February 2026 Repurchase Program does not obligate the Company to repurchase any specific number of shares, has no time limit, and may be modified, suspended, or discontinued at any time at the Company’s discretion.

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In connection with the Board's approval of the February 2026 Repurchase Program, the Board determined to discontinue the New Repurchase Program. Accordingly, going forward, any and all repurchases will be made pursuant to the February 2026 Repurchase Program. As of February 26, 2026, \$300.0 million remained available and authorized for repurchase under the February 2026 Repurchase Program.

Cash Flows

The following table summarizes our cash flows for the periods indicated:

	Year Ended December 31,	
	2025	2024
	<i>(In Thousands)</i>	
Cash flows provided by operating activities	\$ 211,183	\$ 159,664
Cash flows used in investing activities	(105,379)	(44,841)
Cash flows used in financing activities	(143,949)	(129,450)
Effect of exchange rate changes on cash and cash equivalents and restricted cash	4,438	(1,889)
Decrease in cash, cash equivalents and restricted cash	<u>\$ (33,707)</u>	<u>\$ (16,516)</u>

Operating Activities

Our cash flows from operating activities are influenced primarily by growth in our operations and by changes in our working capital. In particular, trade receivables increase in conjunction with our rapid growth in sales and decrease based on timing of cash receipts from our customers. The timing of payments of trade payables also impacts our cash flows from operating activities. We typically pay suppliers in advance of collections from our customers. Our collection and payment cycles can vary from period to period.

For the year ended December 31, 2025, cash provided by operating activities was \$211.2 million, attributable to net income of \$50.7 million, adjusted for non-cash charges of \$177.6 million and a \$17.0 million use of cash from changes in operating assets and liabilities. Non-cash charges consisted primarily of \$56.6 million in depreciation and amortization, \$104.2 million in stock-based compensation, and \$7.9 million in non-cash lease expense. The main drivers of the changes in operating assets and liabilities were a \$6.5 million decrease in trade receivables, offset by an increase in prepaid expenses and other assets of \$19.3 million due mainly to increases in prepayments, and a \$4.2 million decrease in trade payables, and accrued expenses and other liabilities.

For the year ended December 31, 2024, cash provided by operating activities was \$159.7 million, attributable to net income of \$56.2 million, adjusted for non-cash charges of \$130.2 million and a \$26.8 million use of cash from changes in operating assets and liabilities. Non-cash charges consisted primarily of \$45.2 million in depreciation and amortization, \$90.7 million in stock-based compensation, and \$5.0 million in bad debt expense, offset by \$21.7 million in deferred taxes. The main drivers of the changes in operating assets and liabilities were a \$38.1 million increase in trade receivables, prepaid expenses and other assets due mainly to increases in sales and prepayments, offset by a \$11.3 million increase in trade payables, and accrued expenses and other liabilities.

Investing Activities

For the year ended December 31, 2025, cash used in investing activities was \$105.4 million, including \$82.6 million attributable the acquisition of Rockerbox, \$38.5 million attributable to purchases of property, plant and equipment, and capitalized software development costs, partially offset by \$17.8 million of proceeds from investments in short-term financial instruments.

For the year ended December 31, 2024, cash used in investing activities was \$44.8 million, including \$17.7 million attributable to net investments in short-term financial instruments and \$27.1 million attributable to purchases of property, plant and equipment, and capitalized software development costs.

Financing Activities

For the year ended December 31, 2025, cash used in financing activities of \$143.9 million was due primarily to \$132.3 million related to shares repurchased under the Repurchase Program.

For the year ended December 31, 2024, cash used in financing activities of \$129.5 million was due primarily to \$128.0 million related to shares repurchased under the Repurchase Program.

Off-Balance Sheet Arrangements

During the periods presented, we did not have any off-balance sheet arrangements that have or are reasonably likely to have a current or future effect on our financial condition, changes in financial condition, revenues or expenses, results of operations, liquidity, capital expenditures or capital resources that are material to investors.

Critical Accounting Policies and Estimates

Management's discussion and analysis of our financial condition and results of operations is based on our consolidated financial statements, which have been prepared in accordance with GAAP. The preparation of these consolidated financial statements requires us to make estimates and assumptions for the reported amounts of assets and liabilities and related disclosures at the dates of the financial statements, and revenue and expenses during the reporting periods. Our estimates are based on our historical experience and on various other factors that we believe are reasonable for making judgments about the carrying value of assets and liabilities that are not readily apparent from other sources. We evaluate these estimates on an ongoing basis. Actual results may differ from these estimates under different assumptions or conditions, and any such differences may be material.

While our significant accounting policies are more fully described in Note 2, Basis of Presentation and Summary of Significant Accounting Policies to our audited consolidated financial statements included elsewhere in this Annual Report on Form 10-K, we believe the following discussion addresses our most critical accounting policies, which are those that are most important to our financial condition and results of operations and require our most difficult, subjective and complex judgments.

Revenue Recognition

In accordance with Accounting Standards Codification ("ASC") 606, Revenue from Contracts with Customers, the Company recognizes revenue under the core principle to depict the transfer of control to its customers in an amount reflecting the consideration to which it expected to be entitled. In order to achieve that core principle, the Company applies the following five-step approach: (1) identify the contract with a customer, (2) identify the performance obligations in the contract, (3) determine the transaction price, (4) allocate the transaction price to the performance obligations in the contract, and (5) recognize revenue when a performance obligation is satisfied.

For Activation revenue, our customers can elect to use our solutions for evaluating the quality of advertising they are considering purchasing. Customers purchase our social activation solutions directly from us, and our programmatic activation solutions through Demand-Side Platforms that manage ad campaign auctions and inventories on their behalf. We enter into product integration agreements with our Demand-Side Platform partners. In these arrangements, the customer pays a Measured Transaction Fee to the Company (collected by the Demand-Side Platform) for the successful execution of the purchase of advertising inventory on an exchange. We recognize revenue over time when we satisfy a performance obligation by transferring promised services to a customer.

For Measurement revenue, our contracts with our customers typically consist of the various ad measurement solutions that we offer. Included in these solutions is access to our customer interface, DV Pinnacle, that allows customers to access and manage their data related to our solutions. We deliver our solutions together when media transactions are measured and primarily charge a contractually fixed Measured Transaction Fee per 1,000 impressions on the number of Media Transactions Measured. We recognize revenue over time when we satisfy a performance obligation by transferring promised services to a customer.

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For Supply-side revenue, we offer to our supply-side platform partners arrangements to measure all ads on their platform. These arrangements are typically subscription-based with minimum guarantees, and are recognized on a straight-line basis over the term of the contract, generally spanning from one to two years. For contracts that contain overages, once the minimum guaranteed amount is achieved, overages are recognized as earned over time based on a tiered pricing structure. Overages give rise to variable consideration that is allocated to the distinct periods to which the overage relates.

Certain customers receive cash-based incentives, credits, or discounts on the pricing of products or services once specific volume thresholds have been met. Where volume-based discounts are applied retrospectively, these amounts are accounted for as variable consideration which the Company estimates based on the expected consideration to be received by the customer. For volume-based discounts applied prospectively, the Company evaluates each contract to determine if the discount represents a material right which would be recognized as a separate performance obligation.

For transactions that involve third parties, the Company evaluates which party in the arrangement obtains control of the Company's services (and is therefore the Company's customer), which impacts whether the Company reports revenue as the gross amounts paid by the advertiser through the Demand-Side Platform or the net amount paid by the Company's Demand-Side Platform partners. For certain arrangements, customers may purchase the Company's solutions through a Demand-Side Platform that manages various ad campaign auctions and inventory on behalf of the advertisers. Customers elect to use the Company's solutions for evaluating the quality of advertising inventory up for bid on an advertising exchange. The ability to provide these solutions to customers requires that the Company enter into product integration agreements with Demand-Side Platforms who in turn make the Company's solutions available to advertisers. In these arrangements, the customer pays a Measured Transaction Fee to the Company (collected by the Demand-Side Platform) for the successful execution of the purchase of advertising inventory on an exchange. In these transactions, the Company transfers control of the Company's services directly to the advertiser (who is the Company's customer) and therefore revenue is recognized for the gross amount paid by the advertiser for the Company's services. Specifically, the Company transfers control of the data that is influencing the purchasing decisions directly to the customer and the Company is primarily responsible for providing these services to the customer. That is, control of these services (or a right to these services) does not transfer to the Demand-Side Platform before they are transferred to the Company's customers. Further, the Company has latitude in establishing the sales price with those customers as there is a fixed retail rate card that is included in the product integration agreements with the Demand-Side Platforms or are governed by contracts in place directly with the customers. Accordingly, the Company records revenue for the gross amounts of the Measured Transaction Fees paid by advertisers for these services and records the amounts retained by the Demand-Side Platforms as a cost of revenue.

Goodwill and Intangibles

Goodwill represents the excess of purchase price over the fair value of tangible net assets and identifiable intangible assets of the businesses acquired. Goodwill deemed to have an indefinite life is not amortized. Intangible assets determined to have finite lives are amortized over their useful lives. Goodwill with indefinite lives are subject to impairment testing annually as of October 1, or whenever events or changes in circumstances indicate that the carrying amount may not be fully recoverable, using the guidance and criteria described in the accounting standard for Goodwill and Other Intangible Assets. This testing compares carrying values to fair values and, when appropriate, the carrying value of these assets is reduced to fair value.

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The Company has a single reporting unit. The Company's review for impairment includes an assessment of qualitative factors to determine whether it is more likely than not that the fair value of a reporting unit is less than its carrying value. If it is determined that it is more likely than not that the fair value of a reporting unit is less than its carrying value, the Company performs a quantitative goodwill impairment test, which compares the fair value of the reporting unit with its carrying amounts. There are many assumptions and estimates used that directly impact the results of impairment testing, including an estimate of future expected revenues, net income, earnings before interest, taxes, depreciation and amortization ("EBITDA"), EBITDA margins and cash flows, useful lives, discount rates and an estimate of value using multiples derived from the stock prices of publicly traded guideline companies applied to such expected cash flows and market approaches in order to estimate fair value. The determination of whether or not goodwill or indefinite-lived acquired intangible assets have become impaired involves a significant level of judgment in the assumptions and estimates underlying the approach used to determine the value of our reporting unit. Changes in our strategy or market conditions could significantly impact these judgments and require an impairment to be recorded to intangible assets and goodwill. As of October 1, 2025, there were no impairment indicators of goodwill, with no impairment indicators present as of December 31, 2025. For each of the years ended December 31, 2025 and December 31, 2024, there were no impairments related to our intangible assets.

We allocate the fair value of the purchase consideration to the tangible assets acquired, liabilities assumed and intangible assets acquired based on their estimated fair values. The excess of the fair value of the purchase consideration over the fair values of these identifiable assets and liabilities is recorded as goodwill. Such valuations require management to make significant estimates and assumptions, especially with respect to intangible assets. The estimates used in valuing the intangible assets are determined with the assistance of third-party specialists, a discounted cash flow analysis and estimates made by management. Management's estimates of fair value are based upon assumptions believed to be reasonable, but which are inherently uncertain and unpredictable and, as a result, actual results may differ from estimates. During the measurement period, which is not to exceed one year from the acquisition date, we may record adjustments to the assets acquired and liabilities assumed, with the corresponding offset made primarily to goodwill. Upon the conclusion of the measurement period, any subsequent adjustments are recorded to earnings.

Stock-Based Compensation

Our stock-based compensation awards relate to restricted stock units ("RSUs"), stock options and performance-based restricted stock units ("PSUs"). For purposes of calculating stock-based compensation, we estimate the fair value of RSUs and PSUs that contain a performance condition using the grant date stock price. For PSUs where a market condition exists, we apply a Monte Carlo Simulation model. We estimate the fair value of stock options issued using a Black-Scholes option-pricing model. For share-based awards that vest subject to the satisfaction of only a service requirement, expense is recognized on a straight-line basis over the vesting period net of an estimated forfeiture rate. For PSUs, expense is recognized using the accelerated attribution method over the requisite service period.

The determination of the fair value of PSUs with a market condition utilizing the Monte Carlo Simulation model is affected by a number of assumptions including expected volatility, valuation date stock price, correlation coefficients, risk-free interest rates and expected dividend yield. The valuation date stock price is based on the closing price on the grant date. Expected volatility is calculated using the applicable peer group for a period that is commensurate with the length of the applicable performance period. The correlation coefficients are based on the price data used to calculate the historical volatilities. The risk-free interest rate is based on the yield of U.S. Treasury zero coupon securities with a maturity equal to the length of the applicable performance period. The expected dividend yield is based on the Company and peer group's expected dividend rate over the applicable performance period assuming dividends distributed during the performance period are reinvested in additional shares of the underlying stock on the ex-dividend date.

The closing price (and therefore, the fair value) of our common stock may fluctuate significantly based on a number of factors that are outside of our control. See "Risk Factors — Risks Related to Our Common Stock — The market price of our common stock may be volatile and could decline regardless of our operating performance."

The determination of the fair value of stock option awards utilizing the Black-Scholes model is affected by a number of assumptions, including expected volatility, expected life, risk-free interest rate, expected dividends, and the fair market value of the Company's common stock. These inputs are subjective and generally requires significant judgment and estimation by management.

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- Expected Term: We have opted to use the “simplified method” for estimating the expected term of employee options, whereby the expected term equals the arithmetic average of the vesting term and the original contractual term of the option, generally 10 years.
- Expected Volatility: We have based our estimate of expected volatility on the historical stock volatility of a group of similar companies that are publicly traded over a period equivalent to the expected term of the stock-based awards.
- Risk-Free Interest Rate: The risk-free rate assumption is based on the U.S. Treasury instruments with maturities similar to the expected term of our stock options.
- Expected Dividend: The expected dividend yield is zero as we have not paid nor do we anticipate paying any dividends on our common stock in the foreseeable future.

Taxes

We account for income taxes using the asset and liability method, in accordance with ASC 740, Accounting for Income Taxes. This approach requires recognition of deferred tax assets and liabilities for the expected future tax consequences of temporary differences between the carrying amounts and the tax basis of assets and liabilities.

We record a valuation allowance when it is determined that it is more-likely-than-not, based upon all available evidence both positive and negative, that a portion or all its deferred tax assets will not be realized. At each reporting period, management assesses the realizability of its deferred tax assets.

For certain tax positions, we use a more-likely-than-not threshold based on the technical merits of the tax position taken. Tax positions that meet the more-likely-than-not recognition threshold are measured as the largest amount of tax benefits determined on a cumulative probability basis, which are more-likely-than-not to be realized upon ultimate settlement in the financial statements. Interest and penalties are recognized as part of income tax expense.

Recent Accounting Pronouncements

See Note 2, Basis of Presentation and Summary of Significant Accounting Policies to our audited consolidated financial statements included elsewhere in this Annual Report on Form 10-K for more information on the adoption of recent accounting pronouncements.

Item 7A. Quantitative and Qualitative Disclosure about Market Risk

Interest Rate Risk

We are exposed to market risks in the ordinary course of our business. These risks include primarily interest rate sensitivities. Our cash, cash equivalents and short-term investments as of December 31, 2025 and December 31, 2024 consisted of \$259.0 million and \$310.6 million, respectively, in bank deposits, treasury bills, treasury notes and money market funds. Such interest-earning instruments carry a degree of interest rate risk. However, we believe that we do not have any material exposure to changes in the fair value of these assets as a result of changes in interest rates due to the short-term nature of our cash, cash equivalents and short-term investments. As of December 31, 2025 and December 31, 2024, we had \$0, respectively, in variable rate debt outstanding. The New Revolving Credit Facility entered into on August 12, 2024 matures in August 2029 and bears interest at either a SOFR plus an applicable margin ranging from 2.00% to 2.75% per annum, or the ABR plus an applicable margin ranging from 1.00% to 1.75% (at the Company's option) per annum. As of December 31, 2025, we have no outstanding variable rate indebtedness and have \$200.0 million of availability under the New Revolving Credit Facility.

Foreign Currency Exchange Risk

As we expand internationally, our results of operations and cash flows may become increasingly subject to fluctuations due to changes in foreign currency exchange rates. Our revenue is denominated in primarily U.S. dollars. Our expenses are generally denominated in the currencies in which our operations are located, which is primarily in the United States. Movements in foreign currency exchange rates versus the U.S. dollar did not have a material effect on our revenue for 2025. A hypothetical 10% change in exchange rates versus the U.S. dollar would not have resulted in a material change to our 2025 earnings. As our operations in countries outside of the United States grow, our results of operations and cash flows may be subject to fluctuations due to changes in foreign currency exchange rates, which could harm our business in the future. To date, we have not entered into any material foreign currency hedging contracts, although we may do so in the future.

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Item 8. Financial Statements and Supplementary Data

DOUBLEVERIFY HOLDINGS, INC.
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REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Stockholders and the Board of Directors of DoubleVerify Holdings, Inc.

Opinion on the Financial Statements

We have audited the accompanying consolidated balance sheets of DoubleVerify Holdings, Inc. and subsidiaries (the “Company”) as of December 31, 2025 and 2024, the related consolidated statements of operations and comprehensive income, stockholders' equity, and cash flows, for each of the three years in the period ended December 31, 2025, and the related notes (collectively referred to as the “financial statements”). In our opinion, the financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2025 and 2024, and the results of its operations and its cash flows for each of the three years in the period ended December 31, 2025, in conformity with accounting principles generally accepted in the United States of America.

We have also audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the Company’s internal control over financial reporting as of December 31, 2025, based on criteria established in *Internal Control — Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission and our report dated February 26, 2026, expressed an unqualified opinion on the Company's internal control over financial reporting.

Basis for Opinion

These financial statements are the responsibility of the Company’s management. Our responsibility is to express an opinion on the Company's financial statements based on our audits. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether due to error or fraud. Our audits included performing procedures to assess the risks of material misstatement of the financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the financial statements. We believe that our audits provide a reasonable basis for our opinion.

Critical Audit Matter

The critical audit matter communicated below is a matter arising from the current-period audit of the financial statements that was communicated or required to be communicated to the audit committee and that (1) relates to accounts or disclosures that are material to the financial statements and (2) involved our especially challenging, subjective, or complex judgments. The communication of critical audit matters does not alter in any way our opinion on the financial statements, taken as a whole, and we are not, by communicating the critical audit matter below, providing a separate opinion on the critical audit matter or on the accounts or disclosures to which it relates.

Revenue - Refer to Notes 2 and 3 to the financial statements

Critical Audit Matter Description

As described in Note 3 of the consolidated financial statements, the Company recorded \$748 million of total revenue for the year ended December 31, 2025, comprised of Measurement, Activation, and Supply-side arrangements.

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Revenue generated from the Company's Measurement arrangements was \$250 million. The Company's Measurement revenue consists of fees earned on a high volume of individually low monetary-value transactions, sourced from multiple systems, databases, and other tools. The initiation, processing, and recording of Measurement revenue is highly automated and is based on contractual terms with advertisers.

In addition, the Company enters into customer arrangements with non-standard terms and conditions including material free products and/or include both Measurement and Activation services. These non-standard terms require the Company to apply incremental judgements to determine the distinct performance obligations and the timing of revenue recognition.

We identified Measurement revenue as a critical audit matter because the Company's process to record revenue is highly dependent on the effective design and operation of multiple systems, processes, data sources, and controls. This required an increased extent of effort, including the need to involve professionals with expertise in information technology ("IT") to identify, test, and evaluate the revenue data flows, systems, and automated controls.

In addition, the related audit effort in evaluating management's judgments in determining revenue recognition for the non-standard customer arrangements across all revenue types was extensive and required a high degree of auditor judgment.

How the Critical Audit Matter Was Addressed in the Audit

Our audit procedures related to the Company's Measurement revenue included the following, amongst others:

- With the assistance of our IT specialists, we:
 - Identified the relevant systems used to calculate and record revenue transactions.
 - Tested the effectiveness of general IT controls over the relevant systems, including testing of user access controls, change management controls, and IT operations controls.
 - Tested the effectiveness of system interface controls and automated controls within the relevant revenue streams.
 - Tested the effectiveness of controls to reconcile the relevant systems to the Company's general ledgers.
- We created data visualizations to evaluate recorded revenue and evaluated trends in the transactional revenue data.
- We selected a sample of transactions and initiated additional transactions and traced the transactions through the Company's proprietary systems.
- We selected a sample of transactions and agreed the amounts recognized to source documents and tested the mathematical accuracy of the recorded revenue.

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Our audit procedures related to the Company's non-standard customer arrangements included the following, amongst others:

- We tested the effectiveness of controls related to the identification of distinct performance obligations, the determination of the timing of revenue recognition, and the estimation of variable consideration.
- We selected a sample of customer agreements and performed the following procedures:
 - Obtained and read contract source documents for each selection, including master agreements, and other documents that were part of the agreement.
 - Evaluated management's identification and accounting treatment of distinct performance obligations in the contract terms.
 - To the extent a contract did not represent a single distinct performance obligation, we tested the allocation of the transaction price to each distinct performance obligation by comparing the relative standalone selling prices of similar goods or services.

/s/ Deloitte & Touche LLP
New York, New York
February 26, 2026

We have served as the Company's auditor since 2019.

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Stockholders and the Board of Directors of DoubleVerify Holdings, Inc.

Opinion on Internal Control over Financial Reporting

We have audited the internal control over financial reporting of DoubleVerify Holdings, Inc. and subsidiaries (the “Company”) as of December 31, 2025, based on criteria established in *Internal Control — Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO). In our opinion, the Company maintained, in all material respects, effective internal control over financial reporting as of December 31, 2025, based on criteria established in *Internal Control — Integrated Framework (2013)* issued by COSO.

We have also audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the consolidated financial statements as of and for the year ended December 31, 2025, of the Company and our report dated February 26, 2026, expressed an unqualified opinion on those financial statements.

As described in Management’s Report on Internal Control over Financial Reporting, management excluded from its assessment the internal control over financial reporting at Rockerbox, Inc. (“Rockerbox”), which was acquired on March 13, 2025, and whose financial statements constitute approximately 1% of total assets (excluding goodwill and intangible assets which were integrated into the Company’s system and control environment) and 1% of total revenue for the year ended December 31, 2025. Accordingly, our audit did not include the internal control over financial reporting at Rockerbox.

Basis for Opinion

The Company’s management is responsible for maintaining effective internal control over financial reporting and for its assessment of the effectiveness of internal control over financial reporting, included in the accompanying Management’s Report on Internal Control over Financial Reporting. Our responsibility is to express an opinion on the Company’s internal control over financial reporting based on our audit. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audit in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether effective internal control over financial reporting was maintained in all material respects. Our audit included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, testing and evaluating the design and operating effectiveness of internal control based on the assessed risk, and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion.

Definition and Limitations of Internal Control over Financial Reporting

A company’s internal control over financial reporting is a process designed 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. A company’s internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company’s assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

/s/ Deloitte & Touche LLP
New York, New York
February 26, 2026

DoubleVerify Holdings, Inc.

CONSOLIDATED BALANCE SHEETS

<i>(in thousands, except per share data)</i>	As of December 31,	
	2025	2024
Assets:		
Current assets		
Cash and cash equivalents	\$ 259,038	\$ 292,820
Short-term investments	—	17,805
Trade receivables, net of allowances for doubtful accounts of \$8,096 and \$9,003 as of December 31, 2025 and December 31, 2024, respectively	221,158	226,225
Prepaid expenses and other current assets	39,132	22,201
Total current assets	519,328	559,051
Property, plant and equipment, net	103,284	70,195
Operating lease right-of-use assets, net	66,908	67,721
Goodwill	516,002	427,621
Intangible assets, net	101,616	110,356
Deferred tax assets	30,920	35,488
Other non-current assets	16,024	5,778
Total assets	<u>\$ 1,354,082</u>	<u>\$ 1,276,210</u>
Liabilities and Stockholders' Equity:		
Current liabilities		
Trade payables	\$ 14,662	\$ 11,598
Accrued expense	73,552	54,532
Operating lease liabilities, current	9,057	11,048
Income tax liabilities	3,829	15,592
Current portion of finance lease obligations	6,982	2,512
Other current liabilities	13,481	8,200
Total current liabilities	121,563	103,482
Operating lease liabilities, non-current	77,917	77,297
Finance lease obligations	5,595	812
Deferred tax liabilities	11,467	8,509
Other non-current liabilities	6,208	2,651
Total liabilities	222,750	192,751
Commitments and contingencies (Note 16)		
Stockholders' equity		
Common stock, \$0.001 par value, 1,000,000 shares authorized, 176,546 shares issued and 161,900 outstanding as of December 31, 2025; 1,000,000 shares authorized, 174,003 shares issued and 167,069 outstanding as of December 31, 2024	177	174
Additional paid-in capital	1,059,938	974,383
Treasury stock, at cost, 14,646 shares and 6,934 shares as of December 31, 2025 and December 31, 2024, respectively	(247,982)	(131,620)
Retained earnings	305,864	255,214
Accumulated other comprehensive income (loss), net of income taxes	13,335	(14,692)
Total stockholders' equity	1,131,332	1,083,459
Total liabilities and stockholders' equity	<u>\$ 1,354,082</u>	<u>\$ 1,276,210</u>

See accompanying Notes to Consolidated Financial Statements.

DoubleVerify Holdings, Inc.**CONSOLIDATED STATEMENTS OF OPERATIONS AND COMPREHENSIVE INCOME**

<i>(in thousands, except per share data)</i>	Year Ended December 31,		
	2025	2024	2023
Revenue	\$ 748,291	\$ 656,849	\$ 572,543
Cost of revenue (exclusive of depreciation and amortization shown separately below)	133,499	116,515	106,631
Product development	178,445	153,046	125,376
Sales, marketing and customer support	190,826	167,506	125,953
General and administrative	109,744	92,147	87,971
Depreciation and amortization	56,579	45,215	40,885
Income from operations	79,198	82,420	85,727
Interest expense	1,733	1,118	1,066
Other income, net	(5,244)	(7,488)	(11,216)
Income before income taxes	82,709	88,790	95,877
Income tax expense	32,059	32,559	24,411
Net income	\$ 50,650	\$ 56,231	\$ 71,466
Earnings per share:			
Basic	\$ 0.31	\$ 0.33	\$ 0.43
Diluted	\$ 0.30	\$ 0.32	\$ 0.41
Weighted-average common stock outstanding:			
Basic	162,780	170,515	167,803
Diluted	166,683	175,076	173,435
Comprehensive income:			
Net income	\$ 50,650	\$ 56,231	\$ 71,466
Other comprehensive income (loss):			
Foreign currency cumulative translation adjustment	28,027	(11,889)	3,523
Total comprehensive income	\$ 78,677	\$ 44,342	\$ 74,989

See accompanying Notes to Consolidated Financial Statements.

DoubleVerify Holdings, Inc.

CONSOLIDATED STATEMENTS OF STOCKHOLDERS' EQUITY

<i>(in thousands)</i>	Common Stock		Treasury Stock		Additional Paid-in Capital	Retained Earnings	Accumulated Other Comprehensive Income (Loss), Net of Income Taxes	Total Stockholders' Equity
	Shares	Amount	Shares	Amount				
Balances as of January 1, 2023	165,448	\$ 165	31	\$ (796)	\$ 756,299	\$ 127,517	\$ (6,326)	\$ 876,859
Foreign currency translation adjustment	—	—	—	—	—	—	3,523	3,523
Shares repurchased for settlement of employee tax withholdings	—	—	142	(4,586)	—	—	—	(4,586)
Issuance of common stock as consideration for acquisition	1,642	2	—	—	52,935	—	—	52,937
Stock-based compensation expense	—	—	—	—	60,351	—	—	60,351
Common stock issued under employee purchase plan	105	—	—	—	2,723	—	—	2,723
Common stock issued upon exercise of stock options	2,634	3	—	—	10,663	—	—	10,666
Common stock issued upon vesting of restricted stock units	1,339	1	—	—	(1)	—	—	—
Treasury stock reissued upon settlement of equity awards	—	—	(151)	4,639	(4,639)	—	—	—
Net income	—	—	—	—	—	71,466	—	71,466
Balances as of December 31, 2023	<u>171,168</u>	<u>171</u>	<u>22</u>	<u>(743)</u>	<u>878,331</u>	<u>198,983</u>	<u>(2,803)</u>	<u>1,073,939</u>
Foreign currency translation adjustment	—	—	—	—	—	—	(11,889)	(11,889)
Shares repurchased for settlement of employee tax withholdings	—	—	248	(5,822)	—	—	—	(5,822)
Stock-based compensation expense	—	—	—	—	92,821	—	—	92,821
Common stock issued under employee purchase plan	230	—	—	—	3,531	—	—	3,531
Common stock issued upon exercise of stock options	408	—	—	—	3,315	—	—	3,315
Common stock issued upon vesting of restricted stock units	2,197	3	—	—	(3)	—	—	—
Shares repurchased under the Repurchase Program	—	—	6,787	(128,667)	—	—	—	(128,667)
Treasury stock reissued upon settlement of equity awards	—	—	(123)	3,612	(3,612)	—	—	—
Net income	—	—	—	—	—	56,231	—	56,231
Balances as of December 31, 2024	<u>174,003</u>	<u>174</u>	<u>6,934</u>	<u>(131,620)</u>	<u>974,383</u>	<u>255,214</u>	<u>(14,692)</u>	<u>1,083,459</u>
Foreign currency translation adjustment	—	—	—	—	—	—	28,027	28,027
Shares repurchased for settlement of employee tax withholdings	—	—	750	(9,760)	—	—	—	(9,760)
Stock-based compensation expense	—	—	—	—	108,809	—	—	108,809
Common stock issued under employee purchase plan	135	—	—	—	2,450	—	—	2,450
Common stock issued upon exercise of stock options	163	—	—	—	886	—	—	886
Common stock issued upon vesting of restricted stock units	2,148	3	—	—	(3)	—	—	—
Common stock issued upon vesting of performance stock units	97	—	—	—	—	—	—	—
Excise tax on shares repurchased	—	—	—	668	(1,552)	—	—	(884)
Treasury stock reissued upon settlement of equity awards	—	—	(1,465)	25,035	(25,035)	—	—	—
Shares repurchased under the Repurchase Program and New Repurchase Program	—	—	8,427	(132,305)	—	—	—	(132,305)
Net income	—	—	—	—	—	50,650	—	50,650
Balances as of December 31, 2025	<u>176,546</u>	<u>\$ 177</u>	<u>14,646</u>	<u>\$ (247,982)</u>	<u>\$ 1,059,938</u>	<u>\$ 305,864</u>	<u>\$ 13,335</u>	<u>\$ 1,131,332</u>

See accompanying Notes to Consolidated Financial Statements.

DoubleVerify Holdings, Inc.

CONSOLIDATED STATEMENTS OF CASH FLOWS

(in thousands)	Year Ended December 31,		
	2025	2024	2023
Operating activities:			
Net income	\$ 50,650	\$ 56,231	\$ 71,466
Adjustments to reconcile net income to net cash provided by operating activities			
Bad debt expense	3,189	4,993	10,075
Depreciation and amortization expense	56,579	45,215	40,885
Amortization of debt issuance costs	434	442	294
Non-cash lease expense	7,928	7,164	6,727
Deferred taxes	3,827	(21,653)	(25,046)
Stock-based compensation expense	104,226	90,658	59,244
Interest expense, net	293	60	68
Loss on disposal of fixed assets	101	—	5
Change in fair value of contingent consideration	—	—	(1,193)
Other	992	3,338	492
Changes in operating assets and liabilities, net of effects of business combinations			
Trade receivables	6,453	(26,702)	(43,691)
Prepaid expenses and other assets	(19,297)	(11,352)	(5,591)
Trade payables	2,312	(1,067)	5,476
Accrued expenses and other liabilities	(6,504)	12,337	530
Net cash provided by operating activities	211,183	159,664	119,741
Investing activities:			
Purchase of property, plant and equipment	(38,529)	(27,149)	(17,009)
Acquisition of businesses, net of cash acquired	(82,578)	—	(67,240)
Purchase of short-term investments	—	(99,629)	—
Proceeds from maturity of short-term investments	17,753	81,937	—
Other investing activities	(2,025)	—	—
Net cash used in investing activities	(105,379)	(44,841)	(84,249)
Financing activities:			
Proceeds from revolving credit facility	—	—	50,000
Payments to revolving credit facility	—	—	(50,000)
Proceeds from common stock issued upon exercise of stock options	886	3,315	10,666
Proceeds from common stock issued under employee purchase plan	2,450	3,531	2,723
Finance lease payments	(4,552)	(2,475)	(2,314)
Shares repurchased under the Repurchase Program and New Repurchase Program	(132,305)	(127,999)	—
Payment of excise tax on shares repurchased	(668)	—	—
Shares repurchased for settlement of employee tax withholdings	(9,760)	(5,822)	(4,586)
Net cash (used in) provided by financing activities	(143,949)	(129,450)	6,489
Effect of exchange rate changes on cash and cash equivalents and restricted cash	4,438	(1,889)	338
Net (decrease) increase in cash, cash equivalents, and restricted cash	(33,707)	(16,516)	42,319
Cash, cash equivalents, and restricted cash—Beginning of period	293,741	310,257	267,938
Cash, cash equivalents, and restricted cash—End of period	\$ 260,034	\$ 293,741	\$ 310,257
Cash and cash equivalents	\$ 259,038	\$ 292,820	\$ 310,131
Restricted cash - current (included in Prepaid expenses and other current assets on the Consolidated Balance Sheets)	—	33	126
Restricted cash - non-current (included in Other non-current assets on the Consolidated Balance Sheets)	996	888	—
Total cash and cash equivalents and restricted cash	\$ 260,034	\$ 293,741	\$ 310,257
Supplemental cash flow information:			
Cash paid for interest	\$ 1,201	\$ 479	\$ 714
Non-cash investing and financing transactions:			
Right-of-use assets obtained in exchange for new operating lease liabilities, net of impairments and tenant improvement allowances	\$ 5,460	\$ 14,091	\$ 2,547
Acquisition of equipment under finance lease	\$ 13,805	\$ —	\$ 5,479
Capital assets financed by accounts payable and accrued expenses	\$ 99	\$ 6	\$ 261
Stock-based compensation included in capitalized software development costs	\$ 4,582	\$ 2,140	\$ 1,103
Accrued excise tax on net share repurchases	\$ 884	\$ 668	\$ —
Common stock issued in connection with acquisition	\$ —	\$ —	\$ 52,937
Liabilities for contingent consideration	\$ —	\$ —	\$ 1,193

See accompanying Notes to Consolidated Financial Statements.

DoubleVerify Holdings, Inc.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

(Amounts in thousands, except per share data, unless otherwise stated)

1. Description of Business

DoubleVerify Holdings, Inc. (the “Company”) is one of the industry’s leading media effectiveness platforms that leverages artificial intelligence (“AI”) to drive superior outcomes for global brands. By creating more effective, transparent ad transactions, we make the digital advertising ecosystem stronger, safer and more secure, thereby preserving the fair value exchange between buyers and sellers of digital media. The Company’s solutions provide advertisers unbiased data analytics that enable advertisers to increase the effectiveness, quality and return on their digital advertising investments. The DV Authentic Ad is our proprietary metric of digital media quality, which measures whether a digital ad was delivered in a brand suitable environment, fully viewable, by a real person and in the intended geography. The Company’s software interface, DV Pinnacle, delivers these metrics to our customers in real time, allowing them to access critical performance data on their digital transactions. The Company’s solutions are integrated across the entire digital advertising ecosystem, including programmatic platforms, social media channels and digital publishers. The Company’s solutions are accredited by the Media Rating Council, which allows the Company’s data to be used as a single source standard in the evaluation and measurement of digital ads.

The Company was incorporated on August 16, 2017 and is registered in the state of Delaware. The Company is headquartered in New York, New York and has wholly-owned subsidiaries in numerous jurisdictions, including Israel, the United Kingdom, the United Arab Emirates, Germany, Singapore, Australia, Canada, Brazil, Belgium, Mexico, France, Japan, Spain, Finland, Italy and India, and operates in one reportable segment.

2. Basis of Presentation and Summary of Significant Accounting Policies

Basis of Preparation and Principles of Consolidation

The accompanying Consolidated Financial Statements have been prepared in conformity with accounting principles generally accepted in the United States of America (“GAAP”) and reflect the financial statements of the Company and all of its subsidiaries. All intercompany balances and transactions have been eliminated in consolidation.

Use of Estimates and Judgments in the Preparation of the Consolidated Financial Statements

The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and the reported amounts of revenue and expense during the reporting periods. Significant estimates and judgments are inherent in the analysis and measurement of items including, but not limited to: revenue recognition criteria, including the determination of principal versus agent revenue considerations, operating lease assets and liabilities, including the incremental borrowing rate and terms and provisions of each lease, income taxes, the valuation and recoverability of goodwill and intangible assets, the assessment of potential loss from contingencies, assumptions in valuing acquired assets and liabilities assumed in business combinations, the allowance for doubtful accounts, and assumptions used in determining the fair value of stock-based compensation. Management bases its estimates and assumptions on historical experience and on various other factors that are believed to be reasonable under the circumstances. Due to the inherent uncertainty involved in making estimates, actual results reported in future periods may be affected by changes in those estimates. These estimates are based on the information available as of the date of the Consolidated Financial Statements.

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Segment Reporting

The Company's operating segments are determined based on the units that constitute a business for which discrete financial information is available and for which operating results are regularly reviewed by the Chief Operating Decision Maker ("CODM"). The CODM is the highest level of management responsible for assessing the Company's overall performance and making operational decisions. The Company operates in one single operating and reportable segment. Refer to Footnote 17, Segment Information, for further information.

Fair Value Measurements

The Company evaluates the fair value of certain assets and liabilities using the fair value hierarchy. Fair value is an exit price representing the amount that would be received in the sale of an asset or paid to transfer a liability in an orderly transaction between market participants. As such, fair value is a market-based measurement that should be determined based on assumptions that market participants would use in pricing an asset or liability. As a basis for considering such assumptions, the Company applies the three-tier GAAP value hierarchy which prioritizes the inputs used in measuring fair value as follows:

Level 1—observable inputs such as quoted prices in active markets;

Level 2—inputs other than the quoted prices in active markets that are observable either directly or indirectly;

Level 3—unobservable inputs of which there is little or no market data, which require the Company to develop its own assumptions.

Financial assets and liabilities are classified in their entirety based on the lowest level of input that is significant to the fair value measure.

The carrying amounts of Trade receivables, net of allowances for doubtful accounts, Short-term investments, Prepaid expenses and other current assets, Trade payables, Accrued Expenses and Other current liabilities approximate fair value due to the short-term nature of these instruments.

Foreign Currency

A majority of the Company's revenues are generated in U.S. dollars. In addition, most of the Company's costs are denominated and determined in U.S. dollars. Thus, the reporting currency of the Company is the U.S. dollar.

The functional currency of the Company's foreign subsidiaries is generally the local currency. The assets and liabilities of subsidiaries whose functional currency is a foreign currency are translated at the period-end exchange rates. Income statement items are translated at the average monthly rates for the year. The resulting translation adjustment is recorded as a component of Accumulated other comprehensive income (loss), net of income taxes and is included in the Consolidated Statements of Stockholders' Equity.

Cash and Cash Equivalents

The Company considers all short-term highly liquid investments with an original maturity at the date of purchase of three months or less to be cash equivalents. Pursuant to the Company's investment policy, its surplus funds are kept as cash or cash equivalents in treasury bills, treasury notes, money market funds and savings accounts to reduce its exposure to market risk.

Short-term Investments

Debt Securities

The Company's accounting for debt securities varies depending on the legal form of the security, our intended holding period for the security, and the nature of the transaction. Investments in marketable debt securities include U.S. treasury bills and U.S. treasury notes. The Company considers all of its marketable debt securities as available for use in current operations and, therefore, classifies these securities as Short-term investments on the Consolidated Balance Sheets. Marketable debt securities are classified as available-for-sale and are initially recorded at fair value. Unrealized gains and losses related to available-for-sale debt securities are recorded as a separate component of Other comprehensive income, net of tax on the Consolidated Statements of Operations and Comprehensive Income until realized. Interest on marketable debt securities classified as available-for-sale is included as a component of Other income, net on the Consolidated Statements of Operations and Comprehensive Income. Refer to Footnote 8, Fair Value Measurement, for further information.

The Company accounts for credit losses on available-for-sale debt securities in accordance with Accounting Standards Codification ("ASC") 326, "Financial Instruments - Credit Losses" ("ASC 326"). The Company uses ASC 326 to assess the investment portfolio for impairment at the individual security level and evaluates all securities in an unrealized loss position to determine if the impairment is credit related (realized loss recorded in earnings) or non-credit related (unrealized loss).

Trade Receivables Net of Allowances for Doubtful Accounts

Trade receivables are non-interest bearing and are stated at gross invoice amounts. A receivable is recorded when the Company has an unconditional right to receive payment based on the satisfaction of performance obligations, such that only the passage of time is required before consideration is due, regardless of whether amounts are billed or unbilled. Included in Trade receivables, net of allowances for doubtful accounts on the Consolidated Balance Sheets are unbilled receivable balances which have not yet been invoiced. The Company bills trade receivables one month in arrears.

The Company utilizes an expected loss methodology for its trade receivables and the related allowance for doubtful accounts. In addition, the Company continues to evaluate specific accounts where information indicates the customers may have an inability to meet financial obligations, such as bankruptcy proceedings and receivable amounts outstanding for an extended period beyond contractual terms.

Write-offs of trade receivables are taken in the period when the Company has exhausted its efforts to collect overdue and unpaid receivables or otherwise has evaluated other circumstances that indicate that the Company should abandon such efforts.

The following table presents changes in the trade receivables allowance for doubtful accounts:

<i>(in thousands)</i>	Year Ended December 31,		
	2025	2024	2023
Beginning balance	\$ 9,003	\$ 9,442	\$ 8,893
Add: bad debt expense	3,189	4,993	10,075
Less: write offs, net of recoveries	(4,096)	(5,432)	(9,526)
Ending balance	<u>\$ 8,096</u>	<u>\$ 9,003</u>	<u>\$ 9,442</u>

Prepaid Expenses and Other Current Assets

Prepaid expenses and other current assets on the Consolidated Balance Sheets consist primarily of prepaid taxes, other general prepaid expenses, prepaid insurance, and value added tax assets. Any expenses paid prior to the related services being rendered are recorded as prepaid expenses and amortized over the period of service.

As of December 31, 2025 and 2024, the Company had prepaid taxes of \$20.3 million and \$5.0 million, respectively.

Restricted Cash

Restricted cash represents amounts pledged as collateral for certain agreements with third parties. Upon satisfying the terms of the relevant agreements, the funds are expected to be released and available for use by the Company. Restricted cash is recorded on the Consolidated Balance Sheets in Prepaid expenses and other current assets or Other non-current assets, depending on if such funds will be released and available for use by the Company within the next twelve months.

As of December 31, 2025, the Company had no restricted cash recorded in Prepaid Expenses and other current assets. As of December 31, 2024, the Company had less than \$0.1 million of restricted cash recorded in Prepaid expenses and other current assets.

As of December 31, 2025 and 2024, the Company had \$1.0 million and \$0.9 million of restricted cash, respectively, recorded in Other non-current assets.

Property, Plant and Equipment, Net

Property, plant and equipment are stated at cost, net of accumulated depreciation. Depreciation is calculated using the straight-line method over the following estimated useful lives of the assets:

Computers and peripheral equipment	3 - 5 years
Office furniture and equipment	4 - 7 years
Leasehold improvements	Remaining lease term

Assets under finance leases are recorded at their net present value at the inception of the lease. Assets under finance leases and leasehold improvements are amortized over the shorter of the related lease terms or their useful lives.

Expenditures which significantly improve or extend the life of an asset are capitalized, while charges for routine maintenance and repairs are expensed during the year incurred.

Capitalized Software

Capitalized software, which is included in Property, plant and equipment, net, consists of costs to purchase and develop internal-use software, which the Company uses to provide services to its customers. The costs to purchase and develop internal-use software are capitalized from the time that the preliminary project stage is completed, and it is considered probable that the software will be used to perform the function intended. These costs include personnel and related employee benefits, which includes stock-based compensation, for employees directly associated with the software development and external costs of the materials or services consumed in developing or obtaining the software. Any costs incurred during subsequent efforts to upgrade and enhance the functionality of the software are also capitalized. Once this software is ready for use in the Company's products, these costs are amortized on a straight-line basis over the estimated useful life of the software, which is 3 years. During the years ended December 31, 2025 and 2024, the Company capitalized \$37.3 million and \$20.3 million in internal-use software cost, respectively. Amortization expense was \$15.3 million, \$9.8 million, and \$7.3 million on capitalized internal-use software costs during the years ended December 31, 2025, 2024 and 2023, respectively. This is included within Depreciation and amortization on the Consolidated Statements of Operations and Comprehensive Income.

Leases

The Company has operating and financing leases for corporate offices, data centers, and certain equipment. The Company determines if an arrangement is a lease at inception and does not recognize a right-of-use (“ROU”) asset or lease liability with a term shorter than 12 months. Additionally, the Company does not separate lease components from non-lease components for the specified asset classes. An ROU asset represents the Company’s right to use an underlying asset for the lease term and lease liabilities represent its obligation to make lease payments arising from the lease. Operating lease ROU assets and lease liabilities are to be recognized at commencement date based on the present value of lease payments not yet paid over the lease term. The lease term includes the minimum unconditional term of the lease, and may include options to extend or terminate the lease when it is reasonably certain at the commencement date that such options will be exercised.

As the rate implicit for each of the Company’s leases is not readily determinable, the Company uses an incremental borrowing rate, based on the information available on the lease commencement date in determining the present value of lease payments not yet paid. The Company applies the portfolio approach in determining the incremental borrowing rate for each lease. The incremental borrowing rate for United States dollar denominated leases was calculated by considering current market yields and the Company’s existing debt rates to determine a yield. In order to assess a premium or discount for the lease tenor and develop an incremental borrowing rate curve, the analysis compared the Company’s existing debt yield to the appropriate market yield curve corresponding to the estimated secured credit rating of the Company. The curve one notch higher was used as the incremental borrowing rate focuses on secured borrowing rates, which tend to carry higher credit ratings when issued, in addition to calculating differences in expected recovery rates between secured and unsecured obligations. The corporate yield curve was adjusted based on the Company’s implied incremental borrowing rate premium or discount at each tenor to reach a concluded incremental borrowing rate curve. Using the calculated United States dollar incremental borrowing rate, the international incremental borrowing rates were determined by adjusting for specific country risk.

The operating lease ROU assets include any lease payments made prior to the rent commencement date and exclude lease incentives. Operating lease expense for lease payments is recognized on a straight-line basis over the lease term. Operating lease transactions are included in Operating lease right-of-use assets, net, and Operating lease liabilities, current and noncurrent, within the accompanying Consolidated Balance Sheets. Finance leases are included in Property, plant and equipment, net, Current portion of finance lease obligations, and Finance lease obligations within the accompanying Consolidated Balance Sheets. Refer to Footnote 7, Leases, for further information.

Business Combinations

The Company recognizes assets acquired and liabilities assumed at their fair value on the acquisition date. The Company allocates the purchase price of a business combination, which is the sum of the consideration provided, which may consist of cash, equity or a combination of the two, to the identifiable assets and liabilities of the acquired business at their acquisition date fair values. Any excess consideration over the fair value of assets acquired and liabilities assumed is recognized as goodwill.

Determining the fair value of assets acquired and liabilities assumed requires management to use significant judgment and estimates including the selection of valuation methodologies, estimates of future revenues and cash flows, discount rates and selection of comparable companies.

The Company estimates the fair value of intangible assets acquired generally using a discounted cash flow approach, which includes an analysis of the future cash flows expected to be generated by the asset and the risk associated with achieving those cash flows. The key assumptions used in the discounted cash flow model include the discount rate that is applied to the forecasted future cash flows to calculate the present value of those cash flows and the estimate of future cash flows attributable to the acquired intangible asset, which include revenue, expenses and taxes. The carrying value of acquired working capital assets and liabilities approximates its fair value, given the short-term nature of these assets and liabilities.

Acquisition-related costs are expensed as incurred.

Goodwill

Goodwill represents the excess of purchase price over the fair value of tangible net assets and identifiable intangible assets of the businesses acquired.

The valuation of goodwill involves the use of management's estimates and assumptions. The carrying value of goodwill is not amortized, but rather, is evaluated for impairment at least annually, as of October 1, and, additionally on an interim basis, whenever events or changes in circumstances indicate that the carrying amount of goodwill will not be recoverable.

The Company has a single reporting unit. The Company's review for impairment includes an assessment of qualitative factors to determine whether it is more likely than not that the fair value of a reporting unit is less than its carrying value. If it is determined that it is more likely than not that the fair value of a reporting unit is less than its carrying value, the Company performs a quantitative goodwill impairment test, which compares the fair value of the reporting unit with its carrying amounts. The Company estimates the fair value of its reporting unit considering both income and market-based approaches. The estimated fair value of a reporting unit is determined based on assumptions regarding estimated future cash flows, discount rates, long-term growth rates and market values.

Intangible Assets, Net

Intangible assets with finite lives are amortized on a straight-line basis over their estimated useful lives.

The estimated useful lives of the Company's finite-lived intangible assets are as follows:

Trademarks and brands	15 years
Customer relationships	10 - 14 years
Developed technology	4 - 8 years

Impairment of Long-Lived Assets

Long-lived assets, such as property and equipment, ROU assets, and intangible assets subject to depreciation and amortization, are reviewed for impairment whenever events or changes in circumstances indicate that the carrying value of these assets may not be recoverable or that the useful life is shorter than the Company had originally estimated. Recoverability of these assets is measured by comparison of the carrying amount of each asset or asset group to the future undiscounted cash flows the asset or asset group is expected to generate over their remaining lives. If the asset or asset group is considered to be impaired, the amount of any impairment is measured as the difference between the carrying value and the fair value of the impaired asset or asset group. If the useful life is shorter than originally estimated, the Company amortizes the remaining carrying value over the new shorter useful life.

Debt Issuance Costs

The New Revolving Credit Facility (as defined in Footnote 9, Long-term Debt) includes debt issuance costs that meet the definition of an asset and are recorded in the Consolidated Balances Sheets in Other non-current assets. Debt issuance costs for the New Revolving Credit Facility are amortized to interest expense over the contractual term of the underlying debt instrument on a straight-line basis through the maturity date of the New Revolving Credit Facility on August 12, 2029. As of December 31, 2025 and 2024, remaining debt issuance costs were \$1.6 million and \$2.0 million, respectively.

Revenue Recognition

In accordance with Accounting Standards Update ("ASU") No. 2014-09, Revenue from Contracts with Customers (ASC 606), the Company recognizes revenue under the core principle to depict the transfer of control to its customers in an amount reflecting the consideration to which it expected to be entitled. In order to achieve that core principle, the Company applies the following five-step approach: (1) identify the contract with a customer, (2) identify the performance obligations in the contract, (3) determine the transaction price, (4) allocate the transaction price to the performance obligations in the contract, and (5) recognize revenue when a performance obligation is satisfied.

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The Company primarily maintains agreements with each customer in the form of master service agreements and master service orders, which set out the terms of the arrangement and access to the Company's services. The Company invoices clients monthly for the services provided during the month. Invoice payment terms are typically between 30 to 60 days.

The Company's contracts with customers may include multiple promised services, consisting of the various impression measurement services the Company offers. For all revenue channels, the Company identifies performance obligations by evaluating whether the promised goods and services are capable of being distinct and distinct within the context of the contract at contract inception. Promised goods and services that are not distinct at contract inception are combined as one performance obligation. Once the Company identifies the performance obligations, the Company will determine the transaction price based on contractual amounts applied to the associated terms. The Company allocates the transaction price to each performance obligation based on the standalone selling price.

The major sources of revenue include Activation, Measurement, and Supply-side.

Activation and Measurement Revenue

For Activation revenue, customers can elect to use the Company's solutions for evaluating the quality and performance of advertising inventory they are considering purchasing. Advertisers purchase the Company's programmatic activation solutions through Demand Side Platforms that manage ad campaign auctions and inventories on their behalf on an advertising exchange. The ability to provide the Company's programmatic solutions to customers requires that the Company enter into product integration agreements with Demand-Side Platforms who in turn make the Company's solutions available to advertisers. In these arrangements, the customer pays a fee to the Company (collected by the Demand-Side Platform) for the successful execution of the purchase of advertising inventory on an exchange.

For Measurement revenue, advertisers can purchase the Company's solutions to measure the quality and performance of ads purchased directly from digital properties, including publishers and social media platforms. Advertisers are provided access to data on their digital ads and can make changes to their ad strategies through the Company's proprietary self-service interface, DV Pinnacle. In these arrangements, the customer primarily pays a fee to the Company based on the ads measured.

For Activation and Measurement revenues, contracts with multiple performance obligations typically consist of services aimed to help advertisers evaluate and ensure the success of a brand campaign by measuring authentic impressions. These services are generally delivered together as impressions are measured. For these services, each impression is distinct and has the same pattern of transfer to the customer. Revenue is recognized over time, as the Company is providing services that the customer is continuously consuming and receiving benefit from or upon completion of the service. The Company considers primarily the "right to invoice" practical expedient appropriate in the context of the Company's contracts as this directly corresponds to the value of the Company's performance to date. In this case, the Company's pricing structure is (1) solely variable on the basis of the customer's usage of the Company's services, (2) is priced at a fixed rate per usage and (3) gives the entity the right to invoice the customer for its usage as it occurs.

Certain customers receive cash-based incentives, credits, or discounts on the pricing of products or services once specific volume thresholds have been met. For the years ended December 31, 2025 and 2024, the Company had a liability for customer incentives of \$5.6 million and \$7.9 million, respectively, included in Other current liabilities on the Consolidated Balance Sheets.

Where volume-based discounts are applied retrospectively, these amounts are accounted for as variable consideration which the Company estimates based on the expected consideration to be received by the customer. For volume-based discounts applied prospectively, the Company evaluates each contract to determine if the discount represents a material right which would be recognized as a separate performance obligation. Revenue is recognized using the output method based on digital ads measured at the effective rate for which consideration is expected to be received.

Supply-Side

Supply-Side revenues consist of arrangements with publishers and other supply-side customers to provide them with solutions and data analytics to enable them to maximize revenue from their digital advertising inventory. Certain arrangements include minimum guaranteed fees that reset monthly and are recognized on a straight-line basis over the access period, which is usually one to two years. For contracts that contain overages, once the minimum guaranteed amount is achieved, overages are recognized as earned over time based on a tiered pricing structure. Such revenues are recognized on an input method time-elapsed basis, as the Company is providing services that the customer is continuously consuming and receiving benefit from, and such recognition best depicts the transfer of control to the customer. Overages give rise to variable consideration that is allocated to the distinct periods to which the overage relates.

Transactions that Involve Third Parties

For transactions that involve third parties, the Company evaluates which party in the arrangement obtains control of the Company's services (and is therefore the Company's customer), which impacts whether the Company reports as revenue the gross amounts paid by the advertiser through the Demand-Side Platform or the net amount paid by the Company's Demand-Side Platform partners. For certain arrangements, advertisers ("customers") may purchase the Company's service offering through a Demand-Side Platform that manages various ad campaign auctions and inventory on behalf of the advertisers. Customers elect to use the Company's service of evaluating the quality and performance of advertising inventory up for bid on an advertising exchange. The ability to provide these solutions to customers requires that the Company enter into product integration agreements with Demand-Side Platforms who in turn make the Company's solutions available to advertisers. In these arrangements, the customer pays a fee to the Company (collected by the Demand-Side Platform) for the successful execution of the purchase of advertising inventory on an exchange. In these transactions, the Company transfers control of the Company's services directly to the advertiser (who is the Company's customer) and therefore revenue is recognized for the gross amount paid by the advertiser for the Company's services. Specifically, the Company transfers control of the data that is influencing the purchasing decisions directly to the customer and the Company is primarily responsible for providing these services to the customer. That is, control of these services (or a right to these services) does not transfer to the Demand-Side Platform before they are transferred to the Company's customers. Further, the Company has latitude in establishing the sales price with those customers as there is a fixed retail rate card that is included in the product integration agreements with the Demand-Side Platforms or are governed by contracts in place with the customers. Accordingly, the Company records revenue for the gross amounts paid by advertisers for these services and records the amounts retained by the Demand-Side Platforms as a cost of revenue.

Contract assets relate to the Company's conditional right to consideration for completed performance under the contract (e.g., unbilled receivables) and are included in Trade receivables, net of allowance for doubtful accounts.

Contract liabilities arise when customers are billed or when the Company receives customer payments in advance of the performance obligations being satisfied on the Company's contracts (e.g. deferred revenue) and are included in Other current liabilities on the Consolidated Balance Sheets. For the years ended December 31, 2025 and 2024, the Company had a liability for deferred revenue of \$5.5 million and \$0.4 million, respectively.

Costs to Fulfill or Obtain a Contract

The Company recognizes direct fulfillment costs as an expense when incurred. These costs include commission programs to compensate employees for generating sales orders under the Company's master services agreements or integration agreements, and are included in Sales, marketing, and customer support. The Company did not incur incremental costs to obtain contracts during the years ended December 31, 2025, 2024 and 2023, respectively.

Operating Expenses

Cost of revenue includes commissions related to revenue share arrangements with Demand Side Platforms and excludes depreciation and amortization. Cost of revenue also includes platform hosting fees, data center costs, software and other technology expenses, other costs directly associated with data infrastructure, personnel costs including salaries, bonuses, stock-based compensation, employee benefit costs and allocated overhead expenses for personnel who provide the Company's customers with support in implementing and using the Company's solutions.

Product development expenses consist primarily of personnel costs, including salaries, bonuses, stock-based compensation, employee benefits costs, and allocated overhead expenses inclusive of engineering, product and technical operation expenses, third-party consultant costs associated with the ongoing research, development and maintenance of the Company's solutions. Technology and development costs are expensed as incurred, except to the extent that such costs are associated with software development that qualifies for capitalization, which are then recorded as capitalized software and included in Property, plant and equipment, net on the Company's Consolidated Balance Sheets.

Sales, marketing and customer support expenses consist primarily of personnel costs, including salaries, bonuses, stock-based compensation, employee benefits costs, commission costs, and allocated overhead expenses for the Company's sales, marketing and customer support personnel. Sales, marketing, and customer support expense also include costs for market development programs, advertising costs, attendance at events and trade shows, promotional and other marketing activities. Advertising costs include expenses associated with direct marketing but exclude the costs of attendance at events and trade shows. Advertising costs were \$0.3 million, \$0.2 million, and \$0.1 million for the years ended December 31, 2025, 2024 and 2023, respectively. Commissions costs are expensed as incurred.

General and administrative expenses consist primarily of personnel costs, including salaries, bonuses, stock-based compensation, employee benefits costs and other overhead expenses associated with the Company's executive, finance, legal, human resources, compliance, and other administrative personnel, as well as accounting, tax, and legal professional service fees, rent, bad debt expense and other overhead expense related to human resource and finance activities, as well as other corporate costs.

Concentrations of Credit Risk

Financial instruments that potentially subject the Company to concentrations of credit risk consist principally of Cash and cash equivalents, Short-term investments and Trade receivables, net of allowances for doubtful accounts.

The Company maintains cash deposits with financial institutions that, from time to time, exceed applicable insurance limits. The Company reduces this risk by maintaining such deposits with high quality financial institutions that management believes are creditworthy. Cash and cash equivalents are maintained with several financial institutions domestically and internationally. The combined account balances held on deposit at each institution typically exceed federally insured limits and, as a result, there is a concentration of credit risk related to amounts on deposit in excess of insurable amounts. The Company monitors this credit risk and makes adjustments to the concentrations as necessary.

The Company's Short-term investments consist of highly liquid investments in money market funds and U.S. treasury securities. The Company believes no significant concentration of credit risk exists with respect to these investments.

With respect to trade receivables, credit risk is mitigated by the Company's ongoing credit evaluation of its customers' financial condition. No single customer accounted for more than 10% of trade receivables for the years ended December 31, 2025 and 2024. With respect to revenues, no single customer accounted for more than 10% of revenues for the years ended December 31, 2025, 2024 and 2023.

Other Income, Net

Other income, net consists primarily of interest income, change in fair value associated with contingent consideration, and the impact of foreign currency transaction gains and losses associated with monetary assets and liabilities. Interest income consists of interest earned on interest-bearing monetary assets.

Income Taxes

The Company accounts for income taxes using the asset and liability method, in accordance with ASC 740, Accounting for Income Taxes. This approach requires recognition of deferred tax assets and liabilities for the expected future tax consequences of temporary differences between the carrying amounts and the tax basis of assets and liabilities.

The Company records a valuation allowance when it is determined that it is more-likely-than-not, based upon all available evidence both positive and negative, that a portion or all its deferred tax assets will not be realized. At each reporting period, management assesses the realizability of its deferred tax assets.

The Company records uncertain tax positions using a more-likely-than-not threshold based on the technical merits of the tax position taken. Tax positions that meet the more-likely-than-not recognition threshold are measured as the largest amount of tax benefits determined on a cumulative probability basis, which are more-likely-than-not to be realized upon ultimate settlement in the financial statements. Interest and penalties are recognized as part of income tax expense.

Stock-Based Compensation

The Company accounts for stock based compensation awards issued to its employees and members of its Board of Directors (the “Board”) in accordance with ASC 718, Compensation—Stock Compensation. ASC 718 requires that the cost resulting from all share based payment transactions be recognized in the financial statements. This statement establishes fair value as the measurement objective in accounting for share based payment arrangements and requires all entities to apply a fair value based measurement method in accounting for these transactions with employees.

The Company’s stock based compensation awards consist of restricted stock units (“RSUs”), stock options, performance-based restricted stock units (“PSUs”) and awards granted under the Company’s employee stock purchase plan (“ESPP”). Each RSU and PSU forming part of an award represents the right to receive one share of the Company’s common stock upon vesting and settlement. All outstanding stock based compensation awards are covered under (i) the Company’s 2017 Omnibus Equity Incentive Program (“2017 Plan”), (ii) the Company’s 2021 Omnibus Equity Incentive Plan (“2021 Equity Plan”), or (iii) the ESPP. Shares used for the settlement of stock based compensation awards, or purchased under the ESPP, are sourced from shares authorized and available for issuance under the applicable plan or from shares held in the Company’s treasury. Stock based compensation is measured at grant date based on the estimated fair value of the award and is expensed over the requisite service period net of an estimated forfeiture rate. The Company uses historical data to estimate forfeitures. For stock-based compensation awards with only service conditions, expense is recognized on a straight-line basis. For stock-based compensation awards with multiple conditions, expense is recognized using the accelerated attribution method.

The fair value of RSU awards that vest only upon the satisfaction of a service condition is determined on the grant date based on the grant date closing stock price. The grant date fair value is determined with the assistance of third-party valuation specialists for PSUs with market-based and service-based vesting conditions (“TSR PSUs”). TSR PSUs vest based on relative total shareholder return as compared to the Russell 3000 index during the defined performance periods, subject to the recipient’s continued service during an explicit service period. The valuation of the TSR PSUs employed the Monte Carlo simulation model, which includes certain key assumptions that were applied to the Company and the applicable peer group. Those key assumptions included valuation date stock price, expected volatility, correlation coefficients, risk-free interest rate, and expected dividend yield. The valuation date stock price is based on the closing price on the grant date. Expected volatility is calculated using the applicable peer group for a period that is commensurate with the length of the applicable performance period. The correlation coefficients are based on the price data used to calculate the historical volatilities. The risk-free interest rate is based on the yield of U.S. Treasury zero coupon securities with a maturity equal to the length of the applicable performance period. The expected dividend yield was based on the Company and peer group’s expected dividend rate over the applicable performance period assuming dividends distributed during the performance period are reinvested in additional shares of the underlying stock on the ex-dividend date. To the extent that market-based and service-based vesting conditions are met, between 0% and 200% of the target TSR PSUs will vest.

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For PSUs with performance-based and service-based vesting conditions (“Financial PSUs”), the grant date fair value is determined using the grant date closing stock price. Financial PSUs are tied to the achievement of the Company’s revenue performance during the defined performance period for each award, subject to the recipient’s continued service during an explicit service period. Stock-based compensation expense for Financial PSUs are initially based on the probable outcome of the performance condition vesting and is evaluated each reporting period to account for changes in the shares estimated to vest or actual shares that vest at the conclusion of the performance period. To the extent the performance-based and service-based vesting conditions are met, between 0% and 150% of the target Financial PSUs will vest.

The fair value of stock option awards and awards under the ESPP is determined on the grant date using the Black Scholes Merton option pricing model. The option pricing model requires a number of assumptions, of which the most significant are the expected stock price volatility, the expected option term, the risk-free interest rate, and the fair market value of the Company’s common stock. Since there is no extensive history for the Company’s public common stock, the Company bases its estimates of expected volatility on the median historical volatility of a group of publicly traded companies it believes are comparable to the Company, and uses the average of i) the weighted average vesting period and ii) the contractual life of the option, calculated using the “simplified method”. The simplified method allows for estimating the expected life based on an average of the option vesting term and option life, provided that all options meet certain criteria of “plain vanilla” options. The risk-free interest rate is based on the yield from U.S. treasury bonds as of the expected term. Additionally, the Company has assumed that dividends will not be paid.

Certain grants of stock options to executives contain certain vesting conditions, whereby, subject to the option holders continued employment with the Company, the awards vested upon the date Providence received cumulative cash proceeds in respect of its investment in the Company equal to two times its aggregate cash investment in the Company. This is a market condition, but the requirement that the award vest on the basis of sufficient proceeds distributed to Providence represents a performance condition. Refer to Footnote 13, Stock-Based Compensation, for further information.

Earnings Per Share

Basic and diluted earnings per share (“EPS”) are determined in accordance with ASC 260, Earnings per Share. Basic EPS is calculated by dividing net income by the weighted average number of common stock outstanding during the period. Diluted EPS is based upon the weighted average number of outstanding shares of common stock and dilutive common stock equivalents in the period. Common stock equivalents arise from dilutive stock options, RSUs, ESPP and PSUs which are computed using the treasury stock method. ESPP and PSUs are treated as contingently issuable shares under the treasury stock method. Anti-dilutive common stock equivalents are excluded from diluted EPS.

Recently Adopted Accounting Pronouncements

Income Taxes – Improvements to Income Tax Disclosures

In December 2023, the Financial Accounting Standards Board (“FASB”) issued Accounting Standards Update (“ASU”) No. 2023-09, “Income Taxes (Topic 740): Improvements to Income Tax Disclosures” (“ASU 2023-09”), which expands annual disclosure requirements related to the rate reconciliation and income taxes paid disclosures. ASU 2023-09 requires consistent categories and greater disaggregation of information in the rate reconciliation and income taxes paid to be disaggregated by jurisdiction. The updated standard is effective for fiscal years beginning after December 15, 2024. Early adoption is permitted and the update may be applied on a prospective basis with retrospective application permitted. The Company has adopted the provisions of ASU 2023-09 on a prospective basis for 2025. Refer to Footnote 10, Income Tax, for further information. Other than the new disclosure requirements, the adoption of ASU 2023-09 did not have a significant impact on the Company’s Consolidated Financial Statements.

Recently Issued Accounting Pronouncements

Income Statement—Reporting Comprehensive Income—Expense Disaggregation Disclosures

In November 2024, the FASB issued ASU No. 2024-03, “Income Statement—Reporting Comprehensive Income—Expense Disaggregation Disclosures” (Subtopic 220-40) (“ASU 2024-03”), which expands annual and interim disclosure requirements to include specific information about certain costs and expenses in the notes to its financial statements. The objective of ASU 2024-03 is to provide disaggregated information about a public business entity’s expenses to help investors better understand the entity’s performance, better assess the entity’s prospects for future cash flows, and compare an entity’s performance over time and with that of other entities. In January 2025, the FASB issued ASU No. 2025-01, “Income Statement—Reporting Comprehensive Income—Expense Disaggregation Disclosures (Subtopic 220-40): Clarifying the Effective Date” (“ASU 2025-01”), which clarifies that ASU 2024-03 is effective for fiscal years beginning after December 15, 2026 and interim periods within fiscal years beginning after December 15, 2027. Early adoption is permitted and the update may be applied either on a prospective or retrospective basis. The Company is currently in the process of evaluating the impact of ASU 2024-03 and 2025-01 on the Company’s Consolidated Financial Statements.

Intangibles – Goodwill and Other – Internal-Use Software: Targeted Improvements to the Accounting for Internal-Use Software

In September 2025, the FASB issued ASU No. 2025-06, “Intangibles – Goodwill and Other – Internal-Use Software (Subtopic 350-40): Targeted Improvements to the Accounting for Internal-Use Software” (“ASU 2025-06”), which amends certain aspects of the accounting for and disclosure of software costs under ASC 350-40. The amendments in ASU 2025-06 improve the operability of the recognition guidance by removing all references to software development project stages so that the guidance is neutral to different software development methods. ASU 2025-06 replaces the legacy recognition framework with management’s considerations on the funding of projects and introduces a probable-to-complete recognition threshold. ASU 2025-06 is effective for fiscal years beginning after December 15, 2027, and interim periods within those fiscal years. Early adoption is permitted and the update may be applied either on a prospective, modified prospective or retrospective basis. The Company is currently in the process of evaluating the impact of ASU 2025-06 on the Company’s Consolidated Financial Statements.

Interim Reporting: Narrow-Scope Improvements

In December 2025, the FASB issued ASU No. 2025-11, “Interim Reporting (Topic 270): Narrow-Scope Improvements” (“ASU 2025-11”), which clarifies the applicability of ASC 270, the types of interim reporting, and the form and content of interim financial statements in accordance with GAAP. The amendments in this ASU 2025-11 also include a disclosure principle that requires entities to disclose events since the end of the last annual reporting period that have a material impact on the entity. The intent of the disclosure principle is to help entities determine whether disclosures not specified in Topic 270 should be provided in interim reporting periods. ASU 2025-11 is effective for interim reporting periods within annual reporting periods beginning after December 15, 2027. Early adoption is permitted and the update may be applied either on a prospective or retrospective basis. The Company is currently in the process of evaluating the impact of ASU 2025-11 on the Company’s interim Condensed Consolidated Financial Statements.

3. Revenue

The following table disaggregates revenue between advertiser customers, where revenue is primarily generated based on the number of ads measured and purchased for Activation or measured for Measurement, and Supply-side, where revenue is generated based on contracts with minimum guarantees or contracts that contain overages after minimum guarantees are achieved.

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Disaggregated revenue by customer type was as follows:

<i>(in thousands)</i>	Year Ended December 31,		
	2025	2024	2023
Activation	\$ 427,311	\$ 373,101	\$ 328,936
Measurement	249,724	226,939	198,024
Supply-side	71,256	56,809	45,583
Total revenue	<u>\$ 748,291</u>	<u>\$ 656,849</u>	<u>\$ 572,543</u>

Contract assets relate to the Company's conditional right to consideration for completed performance under the contract (e.g., unbilled receivables). Trade receivables, net of allowance for doubtful accounts, include unbilled receivable balances of \$67.0 million and \$62.7 million as of December 31, 2025 and 2024, respectively.

Remaining Performance Obligations

As of December 31, 2025, the Company had \$42.3 million of remaining performance obligations which are expected to be recognized over the next one to three years. These non-cancelable arrangements have original expected durations longer than one year and for which the consideration is not variable. These obligations relate primarily to the Company's Supply-side revenue which represented \$71.3 million, or 9.5% of the Company's total revenue for the year ended December 31, 2025. The vast majority of the Company's revenue is derived primarily from our advertising customers and partners based on the volume of media transactions, or ads, that our solutions measure, and not from supply-side arrangements. In determining the remaining performance obligations, the Company applied the allowable practical expedient and did not disclose information about (1) contracts remaining performance obligations that have original expected durations of one year or less and (2) contracts for which the Company recognizes revenue at the amount to which it has the right to invoice for services performed.

4. Business Combinations

Scibids Technology SAS

On August 14, 2023, the Company acquired all of the outstanding stock of Scibids Technology SAS ("Scibids"), a global leader in AI technology for digital campaign optimization. The acquisition combines DoubleVerify's proprietary data with Scibids' AI-powered optimization technology to provide advertiser customers with enhanced insights and control over their advertising performance.

The following table summarizes the components of the purchase price that constitutes the consideration transferred:

<i>(in thousands)</i>	
Cash, net of cash acquired	\$ 66,940
Common stock issued in connection with the acquisition	52,937
Fair value of contingent consideration	1,193
Total	<u>\$ 121,070</u>

The fair value of the Company's common stock issued (1,642 shares of common stock) as consideration in the transaction was determined on the basis of market prices of our common stock available on August 14, 2023, the trading day on the acquisition date.

The total purchase price of \$121.1 million, net of cash acquired, includes measurement period adjustments of \$0.3 million recorded during the year ended December 31, 2024. The effect of these adjustments on the preliminary purchase price allocation was a decrease to the purchase consideration of \$0.3 million and a corresponding decrease recorded to Goodwill on the Consolidated Balance Sheets.

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The purchase price included a performance-based deferred payment that has a total maximum payout of \$25.0 million (“Scibids Contingent Payment”) and varied based upon the achievement of certain performance metrics in fiscal year 2023 (“Earn-Out Period”). If the performance metrics during the Earn-Out Period did not exceed a certain threshold, no payment would be made. The Scibids Contingent Payment was accounted for at fair value as contingent consideration in the business combination at the date of acquisition. Refer to Footnote 8, Fair Value Measurement, for details upon conclusion of the Earn-out Period on December 31, 2023.

The following table summarizes the final fair value of assets acquired and liabilities assumed as of the acquisition date:

<i>(in thousands)</i>	Acquisition Date
Assets:	
Cash and cash equivalents	\$ 1,705
Trade receivables	5,197
Prepaid expenses	50
Other assets	1,382
Intangible assets:	
Technology	18,000
Customer relationships	15,000
Total intangible assets	<u>33,000</u>
Goodwill	90,368
Total assets acquired	<u>\$ 131,702</u>
Liabilities:	
Trade payables	\$ 530
Other liabilities	1,259
Deferred tax liability	7,138
Total liabilities assumed	<u>8,927</u>
Total purchase consideration	<u>\$ 122,775</u>
Cash acquired	(1,705)
Purchase consideration, net of cash acquired	<u>\$ 121,070</u>

The acquired intangible assets of Scibids will be amortized over their estimated useful lives. Accordingly, customer relationships will be amortized over ten years and developed technology will be amortized over four years. The weighted-average useful life of the acquired intangible assets is 6.7 years. The Company recognized a deferred tax liability of \$7.1 million in relation to the intangible assets acquired.

The goodwill and identified intangible assets are not deductible for tax purposes. The Company incurred acquisition-related transaction costs of \$1.3 million included in General and administrative expenses on the Consolidated Statements of Operations and Comprehensive Income for the year ended December 31, 2023.

The goodwill associated with Scibids includes the acquired assembled work force, the value associated with the opportunity to leverage the work force to continue to develop the future generations of AI technology assets, as well as the ability to grow the Company through adding additional customer relationships or new solutions in the future.

The acquisition of Scibids was immaterial to the Company's Consolidated Financial Statements for the year ended December 31, 2023, and therefore, supplemental information disclosure on an unaudited pro forma basis is not presented.

Rockerbox, Inc.

On March 13, 2025, the Company acquired all of the outstanding stock of Rockerbox, Inc. (“Rockerbox”), a global leader in marketing attribution. The acquisition enhances DoubleVerify’s suite of data solutions, advancing the Company’s capabilities in end-to-end media performance measurement and AI-powered activation. The total purchase price of \$82.3 million, net of cash acquired includes measurement period adjustments of \$0.2 million recorded during the three months ended June 30, 2025. The effect of these adjustments on the preliminary purchase price allocation was a decrease to the purchase consideration and a corresponding decrease recorded to Goodwill on the Consolidated Balance Sheets.

The following table summarizes the preliminary fair value of assets acquired and liabilities assumed as of the acquisition date:

<i>(in thousands)</i>	Acquisition Date
Assets:	
Cash and cash equivalents	\$ 2,131
Trade receivables	1,601
Prepaid expenses	195
Other assets	1
Escrow assets	6,000
Deferred tax assets (liabilities)	(2,670)
Intangible assets:	
Technology	11,000
Customer relationships	6,700
Total intangible assets	17,700
Goodwill	71,259
Total assets acquired	<u>\$ 96,217</u>
Liabilities:	
Trade payables	\$ 504
Deferred revenue	4,410
Other liabilities	826
Escrow liabilities	6,000
Total liabilities assumed	11,740
Total purchase consideration	<u>\$ 84,477</u>
Cash acquired	<u>(2,131)</u>
Purchase consideration, net of cash acquired	<u>\$ 82,346</u>

The acquired intangible assets of Rockerbox will be amortized over their estimated useful lives. Accordingly, customer relationships will be amortized over ten years and developed technology will be amortized over four years. The weighted-average useful life of the acquired intangible assets is 6.3 years. The Company recognized a deferred tax liability of \$2.7 million, principally in relation to the intangible assets acquired. The deferred tax liability recognized in relation to the acquisition of Rockerbox was recorded in Deferred tax assets within the Consolidated Balance Sheets due to jurisdictional netting requirements.

The goodwill and identified intangible assets are not deductible for tax purposes. The Company incurred acquisition-related transaction costs of \$1.4 million and \$0.5 million included in General and administrative expenses on the Consolidated Statements of Operations and Comprehensive Income for the years ended December 31, 2025 and 2024, respectively.

The goodwill associated with Rockerbox includes the acquired assembled work force, the value associated with the opportunity to leverage the work force to continue to develop the future generations of technology assets, and the ability to grow the Company through adding additional customer relationships or new solutions in the future.

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The preliminary allocations of the purchase price for Rockerbox are subject to revisions as additional information is obtained about the facts and circumstances that existed as of the acquisition date. The revisions may have a significant impact on the accompanying Consolidated Financial Statements. The allocations of the purchase price will be finalized once all information is obtained and assessed, not to exceed one year from the acquisition date. The primary areas of the purchase allocation that are not yet finalized relate to direct and indirect taxes.

The acquisition of Rockerbox was immaterial to the Company's Consolidated Financial Statements for the year ended December 31, 2025, and therefore, supplemental information disclosure on an unaudited pro forma basis is not presented.

5. Goodwill and Intangible Assets

The following is a summary of changes to the goodwill carrying value from January 1, 2024 through December 31, 2025:

(in thousands)

Goodwill as of January 1, 2024	\$ 436,008
Measurement period adjustments	(300)
Foreign exchange impact	(8,087)
Goodwill as of December 31, 2024	427,621
Business combinations (Rockerbox)	71,259
Foreign exchange impact	17,122
Goodwill as of December 31, 2025	<u>\$ 516,002</u>

The Company completed its analyses for each of the years ended December 31, 2025, 2024 and 2023 and determined that there was no impairment of Goodwill.

The following table summarizes the Company's intangible assets and related accumulated amortization:

<i>(in thousands)</i>	December 31, 2025			December 31, 2024		
	Gross Carrying Amount	Accumulated Amortization	Net Carrying Amount	Gross Carrying Amount	Accumulated Amortization	Net Carrying Amount
Trademarks and brands	\$ 11,737	\$ (6,718)	\$ 5,019	\$ 11,732	\$ (5,966)	\$ 5,766
Customer relationships	169,275	(92,323)	76,952	159,919	(76,961)	82,958
Developed technology	105,687	(86,042)	19,645	91,556	(69,924)	21,632
Total intangible assets	<u>\$ 286,699</u>	<u>\$ (185,083)</u>	<u>\$ 101,616</u>	<u>\$ 263,207</u>	<u>\$ (152,851)</u>	<u>\$ 110,356</u>

Amortization expense related to intangible assets amounted to \$29.8 million, \$28.7 million, and \$28.1 million for the years ended December 31, 2025, 2024 and 2023, respectively.

Estimated future expected amortization expense of intangible assets as of December 31, 2025 is as follows:

(in thousands)

2026	\$ 25,975
2027	21,910
2028	18,519
2029	13,964
2030	7,247
Thereafter	14,001
Total	<u>\$ 101,616</u>

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The weighted-average remaining useful life by major asset classes as of December 31, 2025 is as follows:

	<i>(In years)</i>
Trademarks and brands	7
Customer relationships	5
Developed technology	2

There were no impairments of Intangible assets identified during the years ended December 31, 2025, 2024 or 2023.

6. Property, Plant and Equipment, net

Property, plant and equipment, net, including equipment under finance lease obligations and capitalized software development costs, consisted of the following:

<i>(in thousands)</i>	<u>As of December 31,</u>	
	<u>2025</u>	<u>2024</u>
Computers and peripheral equipment	\$ 44,115	\$ 27,552
Office furniture and equipment	6,400	4,943
Leasehold improvements	39,441	36,757
Capitalized software development costs	96,019	55,131
<i>Less accumulated depreciation and amortization</i>	<i>(82,691)</i>	<i>(54,188)</i>
Total property, plant and equipment, net	<u>\$ 103,284</u>	<u>\$ 70,195</u>

For the years ended December 31, 2025, 2024 and 2023 total depreciation and amortization expense related to property, plant and equipment was \$26.8 million, \$16.5 million and \$12.8 million, respectively.

Property and equipment under finance lease obligations, consisting of computer equipment, totaled \$31.6 million and \$17.8 million as of December 31, 2025 and 2024, respectively. As of December 31, 2025 and 2024, accumulated depreciation related to property and equipment under finance lease obligations totaled \$20.9 million and \$15.0 million, respectively, refer to Footnote 7, Leases.

There were no impairments of Property, plant and equipment identified during the years ended December 31, 2025, 2024 or 2023.

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7. Leases

The following table presents lease cost and cash paid for amounts included in the measurement of lease liabilities for finance and operating leases for the years ended December 31, 2025, 2024 and 2023, respectively:

<i>(in thousands)</i>	Year Ended December 31,		
	2025	2024	2023
Lease cost:			
Operating lease cost (1)	\$ 12,121	\$ 11,463	\$ 10,359
Finance lease cost			
Depreciation of finance lease assets (2)	5,887	2,098	1,770
Interest on finance lease liabilities (3)	757	212	223
Short-term lease cost (1)	1,226	1,208	1,058
Sublease income (1)	—	—	(978)
Total lease cost	<u>\$ 19,991</u>	<u>\$ 14,981</u>	<u>\$ 12,432</u>
Other information:			
Cash paid for amounts included in the measurement of lease liabilities			
Operating cash outflows from operating leases	\$ 12,780	\$ 10,471	\$ 7,641
Operating cash outflows from finance leases	\$ 625	\$ 240	\$ 155
Financing cash outflows from finance leases	\$ 4,552	\$ 2,475	\$ 2,314

- (1) Included in Cost of revenue, Sales, marketing and customer support, Product development and General and administrative expenses in the accompanying Consolidated Statements of Operations and Comprehensive Income.
- (2) Included in Depreciation and amortization in the accompanying Consolidated Statements of Operations and Comprehensive Income.
- (3) Included in Interest expense in the accompanying Consolidated Statements of Operations and Comprehensive Income.

The following table presents weighted-average remaining lease terms and weighted-average discount rates for finance and operating leases as of December 31, 2025 and 2024, respectively:

	Year Ended December 31,	
	2025	2024
Weighted-average remaining lease term - operating leases (in years)	10.7	11.8
Weighted-average remaining lease term - finance leases (in years)	2.0	1.4
Weighted-average discount rate - operating leases	4.9%	4.8%
Weighted-average discount rate - finance leases	6.0%	5.5%

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Maturities of lease liabilities as of December 31, 2025 are as follows:

<i>(in thousands)</i>	December 31, 2025	
	Operating Leases	Finance Leases
2026	\$ 12,748	\$ 7,625
2027	11,054	5,037
2028	10,940	740
2029	10,758	—
2030	7,189	—
Thereafter	59,977	—
Total lease payments	112,666	13,402
Less amount representing interest	(25,692)	(825)
Present value of total lease payments	<u>\$ 86,974</u>	<u>\$ 12,577</u>

There were no impairments of Operating lease right-of-use assets identified during the years ended December 31, 2025, 2024 or 2023.

8. Fair Value Measurement

The following tables present the Company's financial instruments that are measured at fair value on a recurring basis:

<i>(in thousands)</i>	As of December 31, 2025			
	Quoted Market Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)	Total Fair Value Measurements
Assets:				
Cash equivalents	\$ 9,336	\$ —	\$ —	\$ 9,336

<i>(in thousands)</i>	As of December 31, 2024			
	Quoted Market Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)	Total Fair Value Measurements
Assets:				
Cash equivalents:	\$ 67,645	\$ —	\$ —	\$ 67,645
Short-term investments	\$ 17,805	\$ —	\$ —	\$ 17,805

As of December 31, 2025, Cash equivalents consisted of money market funds of \$9.3 million. As of December 31, 2024, Cash equivalents consisted of treasury bills with original maturities at the date of purchase of three months or less and money market funds of \$67.6 million.

As of December 31, 2025, the Company had no Short-term investments. As of December 31, 2024, Short-term investments consisted of treasury bills and treasury notes of \$17.8 million. As of December 31, 2024, all of the Company's Short-term investments were contractually due within one year.

As of December 31, 2024, the amortized cost of the Company's treasury bills and treasury notes approximated fair value. The Company did not record any unrealized gains, unrealized losses, or credit losses for the years ended December 31, 2025 and 2024.

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Contingent consideration relates to potential payments that the Company may be required to make associated with a business combination. To the extent that the valuations of these liabilities are based on inputs that are less observable or not observable in the market, the determination of fair value requires more judgment. Accordingly, the degree of judgment exercised in determining fair value is greatest for measures categorized in Level 3.

There was no activity for contingent consideration during the years ended December 31, 2025 and 2024. Rollforward of the fair value measurements of the contingent consideration categorized with Level 3 inputs for the year ended December 31, 2023 is as follows:

<i>(in thousands)</i>	
Balance as of January 1, 2023	\$ —
Fair value at date of acquisition	(1,193)
Fair value adjustments	1,193
Balance as of December 31, 2023	<u>\$ —</u>

The fair value of contingent consideration from the Scibids Contingent Payment related to the achievement of certain performance metrics have been estimated using a Black-Scholes option pricing model. As of the acquisition date, forecasted amounts for the Earn-Out Period were taken and discounted to the valuation date using a risk adjusted discount rate of 11.3%. Additional significant assumptions include volatility of 25.0% and operating leverage of 160%. Volatility was estimated based on asset volatilities of comparable companies, which were calculated based on observed equity volatilities, adjusted for financial leverage using the Merton Model. Operating leverage of the seller was calculated as the ratio of the present value of the forecasted fixed cost and EBITDA.

The Earn-out Period concluded on December 31, 2023. For the year-ended December 31, 2023, there was a decrease in fair value of \$1.2 million recorded as a gain in Other income, net on the Consolidated Statements of Operations and Comprehensive Income in relation to the Scibids Contingent Payment. The decrease in fair value was due to the actual performance metrics during the Earn-out Period not exceeding a certain threshold.

9. Long-term Debt

On August 12, 2024, DoubleVerify Inc., as borrower (the “Borrower”) and DoubleVerify Midco, Inc. (“Midco”), as holdings (“Holdings”), entered into a credit agreement with the banks and other financial institutions party thereto, as lenders and letter of credit issuers, and JPMorgan Chase Bank, N.A., as administrative agent, letter of credit issuer and swing lender (the “Credit Agreement”), to provide for a new senior secured revolving credit facility (the “New Revolving Credit Facility”) in an aggregate principal amount of \$200.0 million (with a letter of credit facility of up to a \$20.0 million sublimit), which matures on August 12, 2029 (the “Revolving Termination Date”). Subject to certain terms and conditions, the Borrower is entitled to request incremental facilities (including term, revolving and/or letter of credit facilities).

The New Revolving Credit Facility replaced in full the Company’s prior senior secured revolving credit facility provided under the Second Amended and Restated Credit Agreement, dated as of October 1, 2020 as amended by the First Amendment, dated as March 29, 2023, and as further amended, restated, amended and restated, supplemented or otherwise modified.

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The loans under the New Revolving Credit Facility, at the Borrower's option, bear interest at either a Secured Overnight Financing Rate ("SOFR") or an Alternate Base Rate ("ABR"). In the case of SOFR loans, for each day during each interest period with respect thereto, a rate per annum equal to Term SOFR (as defined in the Credit Agreement) determined for such day plus an applicable margin ranging from 2.00% to 2.75% per annum (depending on the total net leverage ratio of Holdings and its subsidiaries (the "Credit Group")). In the case of ABR loans, a rate per annum equal to ABR (as defined in the Credit Agreement) plus an applicable margin ranging from 1.00% to 1.75% per annum (depending on the total net leverage ratio of the Credit Group). The Term SOFR rate is subject to a "floor" of 0.00% per annum. The New Revolving Credit Facility is payable in monthly or quarterly installments for interest, with the principal balance due in full at the Revolving Termination Date, subject to customary events of default as defined by the Credit Agreement. The New Revolving Credit Facility bears a commitment fee ranging from 0.25% to 0.35% per annum (depending on the total net leverage ratio of the Credit Group), payable quarterly in arrears commencing on April 15, 2025 and on the fifteenth day following the last day of each calendar quarter occurring thereafter prior to the Revolving Termination Date, and on the Revolving Termination Date, based on the utilization of the New Revolving Credit Facility, and customary letter of credit fees.

The New Revolving Credit Facility contains customary representations and warranties and customary affirmative and negative covenants. The negative covenants include restrictions on, among other things: paying dividends or purchasing, redeeming or retiring capital stock; granting liens; incurring or guaranteeing additional debt; making investments and acquisitions; entering into transactions with affiliates; entering into any merger, consolidation or amalgamation or disposing of all or substantially all property or business; and disposing of property, including issuing capital stock.

All obligations under the New Revolving Credit Facility are guaranteed by the Company pursuant to the guarantee agreement (the "Guarantee Agreement") made by the Company in favor of JPMorgan Chase Bank, N.A., as administrative agent under the Credit Agreement. The obligations are also guaranteed by Midco, Ad-Juster, Inc. and Outrigger Media, Inc., and secured by a first priority perfected security interest in substantially all of the assets (subject to customary exceptions) of Midco, the Borrower, Ad-Juster, Inc. and Outrigger Media, Inc. (but not the Company).

The Credit Agreement requires the Credit Group to remain in compliance with a maximum total net leverage ratio of 4.50x as at the last day of each fiscal quarter. The Borrower was in compliance with all covenants under the New Revolving Credit Facility as of December 31, 2025.

As of December 31, 2025 and 2024, there was no outstanding debt under the New Revolving Credit Facility.

10. Income Tax

Components of Income and Income Tax Expense

The components of income before income tax provision were as follows:

<i>(in thousands)</i>	Year Ended December 31,		
	2025	2024	2023
Domestic	\$ 62,923	\$ 65,774	\$ 91,018
Foreign	19,786	23,016	4,859
Income before income taxes	<u>\$ 82,709</u>	<u>\$ 88,790</u>	<u>\$ 95,877</u>

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Income tax provision was as follows:

<i>(in thousands)</i>	Year Ended December 31,		
	2025	2024	2023
Current			
Federal	\$ 12,580	\$ 31,492	\$ 35,225
State	8,903	16,893	12,848
Foreign	6,448	5,798	1,399
Total current tax provision	<u>\$ 27,931</u>	<u>\$ 54,183</u>	<u>\$ 49,472</u>
Deferred			
Federal	\$ 1,015	\$ (16,154)	\$ (17,694)
State	1,596	(4,451)	(6,806)
Foreign	1,517	(1,019)	(561)
Total deferred tax benefit	<u>\$ 4,128</u>	<u>\$ (21,624)</u>	<u>\$ (25,061)</u>
Income tax provision	<u>\$ 32,059</u>	<u>\$ 32,559</u>	<u>\$ 24,411</u>

Effective Income Tax Rate

As of January 1, 2025, the Company adopted new FASB guidance related to income tax disclosures on a prospective basis. The following table reconciles the U.S. federal statutory income tax rate to the effective income tax rate for 2025 pursuant to the new guidance:

	Year Ended December 31, 2025	
	\$ Amount	%
Statutory federal tax rate	\$ 17,369	21.0 %
State taxes, net of federal income tax effect*	8,295	10.0
Foreign tax effects		
Israel		
Stock based compensation	1,462	1.8
Other	634	0.7
United Kingdom	1,203	1.5
Other foreign jurisdictions	2,432	2.9
Effect of cross border tax laws		
Foreign derived intangible income	(5,784)	(7.0)
Other	(611)	(0.7)
Tax credits		
US R&D tax credits	(5,627)	(6.8)
Nontaxable or nondeductible items		
Nondeductible officers' compensation	4,188	5.1
Stock based compensation	6,156	7.4
Other	974	1.2
Changes in unrecognized tax benefits	986	1.2
Other	382	0.5
Effective tax rate	<u>\$ 32,059</u>	<u>38.8 %</u>

*State taxes in California, New York City, and New York state made up a majority of the tax effect in this category.

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The table below presents the Company's effective tax rate reconciliations for 2024 and 2023 consistent with historical period disclosures:

	Year Ended December 31,	
	2024	2023
Statutory federal tax rate	21.0 %	21.0 %
State taxes	10.0	5.1
Tax credits	(4.8)	(2.1)
Foreign tax effects	2.5	0.5
Non-deductible items and other	0.4	0.4
Changes in tax reserves	—	(0.8)
Provision to return adjustment	(0.9)	1.7
Transaction costs	0.1	0.3
Global Intangible Low Tax Income	3.2	1.1
Foreign-Derived Intangible Income	(2.1)	(2.9)
Non-deductible officers' compensation	4.0	1.8
Stock-based compensation	3.1	(0.5)
Effective tax rate	<u>36.5 %</u>	<u>25.6 %</u>

The Company's effective tax rates for the years ended December 31, 2025, 2024, and 2023 were generally higher than the U.S. federal statutory income tax rate primarily as a result of the impact of state tax effects and other permanent book-tax differences, including non-deductible executive compensation and stock-based compensation.

Income Taxes Paid

The FASB guidance mentioned above also requires Companies to enhance disclosures regarding cash tax payments made during the year. For the year ended December 31, 2025, the Company paid income taxes, net of any refunds, by jurisdiction as follows:

	Year Ended December 31,	
	2025	
US federal	\$	35,751
US state & local		
CA		3,868
NY		4,244
NYC		4,097
Other		4,505
Foreign		
Israel		3,740
Other		4,693
Total	\$	<u>60,898</u>

Income tax payments for the years ended December 31, 2024 and 2023, as historically disclosed in the Consolidated Statements of Cash Flows, were \$41.9 million and \$60.9 million, respectively.

Deferred Income Taxes

Deferred income taxes reflect the net tax effects of temporary differences between the carrying amount of assets and liabilities for financial reporting purposes and the amounts used for income tax reporting purposes. The following table details the components of deferred tax assets and liabilities as of December 31, 2025 and 2024:

<i>(in thousands)</i>	As of December 31,	
	2025	2024
Deferred tax assets:		
Allowance for doubtful accounts	\$ 1,729	\$ 1,762
Accrued expenses and other	2,601	4,295
Stock compensation	9,201	10,089
Capitalized costs	41,231	42,841
Lease liability	22,837	21,468
Net operating losses	1,932	2,873
Gross deferred tax assets	79,531	83,328
Valuation allowance	(575)	(636)
Net deferred tax assets	\$ 78,956	\$ 82,692
Deferred tax liabilities:		
ROU asset	\$ (17,332)	\$ (15,771)
Purchased intangibles	(30,429)	(30,110)
Depreciation and amortization	(11,742)	(9,832)
Total deferred tax liabilities	(59,503)	(55,713)
Net deferred tax asset	\$ 19,453	\$ 26,979

The Company has generally not recorded a deferred tax liability for foreign withholding or other relevant taxes on the undistributed earnings from the Company's international subsidiaries, as such earnings are considered to be indefinitely reinvested, with the exception of certain earnings connected to one of the Company's international subsidiaries.

Under the Tax Cuts and Jobs Act of 2017, research and development costs were no longer immediately tax deductible and were required to be capitalized and amortized for U.S. tax purposes effective January 1, 2022. The mandatory capitalization requirement temporarily increases our deferred tax assets and cash tax liabilities. On July 4, 2025, the One Big Beautiful Bill Act modified these rules to allow the acceleration of tax deductions of certain research and development costs historically capitalized. The Company intends to deduct current US research and development costs on an as-incurred basis and deduct any remaining legacy US research and development amortizable costs within the 2025 and 2026 tax years.

On August 16, 2022, the U.S. government enacted the Inflation Reduction Act which, among other changes, imposes a 15% corporate alternative minimum tax ("CAMT") and a 1% excise tax on stock repurchases. The CAMT is effective for tax years beginning after December 31, 2022, but the CAMT has not had an effect upon the Company through December 31, 2024. The excise tax on stock repurchases applies to stock repurchases occurring after December 31, 2022.

Tax Valuation Allowance

As of each reporting date, management considers new evidence, both positive and negative, that could impact management's view with regard to the future realization of deferred tax assets. Based on this analysis, the Company has concluded that it is more likely than not that the Company will realize all of its deferred taxes assets, with limited exception. A valuation allowance is recorded on a small amount of tax loss carryforwards that are subject to specific usage limitations.

Net Operating Loss and Credit Carryforwards

As of December 31, 2025, the Company had a Federal net operating loss carryforward of approximately \$4.8 million and a state net operating loss carryforward of approximately \$5.9 million. In addition, the Company had loss carryforwards for various foreign countries where the Company has business operations of approximately \$5.6 million. Federal net operating loss carryforwards can be used to offset taxable income in the future and begin to expire in 2029. Utilization of Federal net operating loss carryforwards may be subject to annual limitations due to the “change in ownership” provisions of the Internal Revenue Code of 1986 and similar state provisions. The Company’s net operating loss carryforwards are subject to the annual limitation under Section 382 of the Internal Revenue Code.

Uncertain Tax Positions

The Company and its subsidiaries file income tax returns with the Internal Revenue Service (“IRS”) in various state and international jurisdictions. The Company’s income tax returns are open to examination by federal and state authorities for the tax years ended December 31, 2022 and later. The Company is currently under examination by the IRS for the tax year ended December 31, 2023.

For uncertain tax positions, the Company uses a more-likely-than-not recognition threshold based on the technical merits of the tax position taken. Tax positions that meet the more-likely-than-not recognition threshold are measured as the largest amount of tax benefits determined on a cumulative probability basis, which are more-likely-than-not to be realized upon ultimate settlement in the financial statements. The Company has unrecognized tax benefits, which are tax benefits related to uncertain tax positions which have been or will be reflected in income tax filings that have not been recognized in the financial statements due to potential adjustments by taxing authorities in the applicable jurisdictions.

The Company’s unrecognized tax benefits, which include interest and penalties, were \$5.0 million and \$2.7 million as of December 31, 2025 and 2024, respectively. The amount of unrecognized tax benefits that, if recognized, would affect the Company’s effective tax rate are \$4.8 million and \$2.2 million as of December 31, 2025 and 2024, respectively, and include the federal tax benefit of state deductions.

Changes in the Company’s unrecognized tax benefits were as follows:

<i>(in thousands)</i>	Year Ended December 31,	
	2025	2024
Beginning balance	\$ 2,651	\$ 2,690
Increase related to tax positions of prior years	2,334	287
Increase related to tax positions of the current year	821	433
Decrease due to lapse in statutes of limitations	(829)	(759)
Ending balance	<u>\$ 4,977</u>	<u>\$ 2,651</u>

11. Employee Contribution Plan

The Company has a 401(k) plan for the benefit of all U.S. employees who meet certain eligibility requirements. This plan covers substantially all of the Company’s full-time U.S. employees. The Company’s contributions costs are based on contributions made to the plan at the Company’s discretion and were \$3.6 million, \$3.0 million and \$2.5 million for the years ended December 31, 2025, 2024 and 2023, respectively.

12. Earnings Per Share

The following table reconciles the numerators and denominators used in computations of the basic and diluted EPS:

	Year Ended December 31,		
	2025	2024	2023
Numerator:			
Net Income (basic and diluted)	\$ 50,650	\$ 56,231	\$ 71,466
Denominator:			
Weighted-average common shares outstanding	162,780	170,515	167,803
Dilutive effect of stock based awards	3,903	4,561	5,632
Weighted-average dilutive shares outstanding	<u>166,683</u>	<u>175,076</u>	<u>173,435</u>
Basic earnings per share	<u>\$ 0.31</u>	<u>\$ 0.33</u>	<u>\$ 0.43</u>
Diluted earnings per share	<u>\$ 0.30</u>	<u>\$ 0.32</u>	<u>\$ 0.41</u>

Approximately 8.4 million, 4.0 million, and 7.7 million weighted average shares issuable under stock-based awards were not included in the diluted EPS calculation for the years ended December 31, 2025, 2024 and 2023, respectively, because they were antidilutive.

13. Stock-Based Compensation

Employee Equity Incentive Plan

On September 20, 2017, the Company established the 2017 Plan which provides for the granting of equity-based awards to certain employees, directors, independent contractors, consultants and agents. Under the 2017 Plan, the Company may grant non-qualified stock options, stock appreciation rights, restricted stock units and other stock-based awards for up to 22,182 shares of common stock.

On April 19, 2021, the Company established the 2021 Equity Plan. The maximum number of shares of common stock available for issuance under the 2021 Equity Plan is equal to the sum of (i) 30,000 shares of common stock and (ii) an annual increase on the first day of each year beginning in 2022 and ending in and including 2031, equal to the lesser of (A) five percent (5%) of the outstanding shares of common stock on the last day of the immediately preceding fiscal year and (B) such lesser amount as determined by the Board's compensation committee. The 2021 Equity Plan provides for the grant of stock options (including qualified incentive stock options and nonqualified stock options), stock appreciation rights, restricted stock, restricted stock units, performance stock units, dividend equivalents, and other stock or cash settled incentive awards. Any shares covered by an award, or portion of an award, granted under the 2021 Equity Plan that expires or is forfeited, canceled, cash-settled, or otherwise terminated for any reason will again be available for the grant of awards under the 2021 Equity Plan. As of December 31, 2025, there were 41,920 shares of common stock reserved and available for future issuance under the 2021 Equity Plan.

Stock Options

Options become exercisable subject to vesting schedules up to four years from the date of the grant and subject to certain timing restrictions upon an employee's separation of service and no later than 10 years after the grant date.

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A summary of stock option activity as of and for the year ended December 31, 2025 is as follows:

	Stock Option			
	Number of Options	Weighted Average Exercise Price	Weighted Average Remaining Contractual Life (Years)	Aggregate Intrinsic Value
Outstanding as of January 1, 2025	9,371	\$ 17.49	5.93	\$ 57,646
Options granted	—	—		
Options exercised	(231)	3.80		
Options forfeited	(322)	30.85		
Outstanding as of December 31, 2025	<u>8,818</u>	<u>\$ 17.36</u>	<u>4.84</u>	<u>\$ 22,078</u>
Options expected to vest as of December 31, 2025	549	\$ 25.31	6.74	\$ —
Options exercisable as of December 31, 2025	<u>8,263</u>	<u>\$ 16.83</u>	<u>4.72</u>	<u>\$ 22,078</u>

Stock options include grants to executives that contain both market-based and performance-based vesting conditions. There were no stock options granted that contain both market-based and performance-based vesting conditions during the year ended December 31, 2025. During the year ended December 31, 2025, 86 stock options were exercised and 1,190 market-based and performance-based stock options remain outstanding as of December 31, 2025.

There were no stock options granted during the years ended December 31, 2025 and 2024, respectively. The weighted average grant date fair value of options granted for the year ended December 31, 2023 was \$12.57. The total intrinsic value of options exercised during the years ended December 31, 2025, 2024 and 2023 was \$2.5 million, \$10.8 million and \$75.6 million, respectively.

The fair market value of each option granted for the years presented has been estimated on the grant date using the Black-Scholes-Merton option-pricing model with the following assumptions:

	2025	2024	2023
Risk-free interest rate (percentage)	—	—	3.6
Expected term (years)	—	—	6.1
Expected dividend yield (percentage)	—	—	—
Expected volatility (percentage)	—	—	46.5

The Company's Board did not declare or pay dividends on any Company stock during the years ended December 31, 2025, 2024 and 2023.

RSUs

RSUs are subject to vesting schedules up to four years from the date of the grant and subject to certain restrictions upon employee separation.

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A summary of RSUs activity as of and for the year ended December 31, 2025 is as follows:

	RSUs	
	Number of Shares	Weighted Average Grant Date Fair Value
Outstanding as of January 1, 2025	5,485	\$ 28.71
Granted	8,125	14.12
Vested	(3,430)	23.30
Forfeited	(989)	21.15
Outstanding as of December 31, 2025	9,191	\$ 18.65

The total grant date fair value of RSUs that vested during the years ended December 31, 2025, 2024 and 2023 was \$79.9 million, \$64.1 million and \$37.6 million, respectively.

The weighted average grant date fair value of RSUs granted during the years ended December 31, 2024 and 2023 was \$30.10 and \$28.19, respectively.

PSUs

PSUs are subject to vesting and performance periods of up to approximately three years from the date of the grant.

A summary of PSUs activity as of and for the year ended December 31, 2025 is as follows:

	PSUs	
	Number of Shares ⁽¹⁾	Weighted Average Grant Date Fair Value
Outstanding as of January 1, 2025	392	\$ 43.00
Granted	1,272	16.74
Vested	(114)	36.14
Forfeited	(84)	22.94
Performance adjustments	13	30.00
Outstanding as of December 31, 2025	1,479	\$ 19.52

⁽¹⁾ For awards for which the performance period is complete, the number of outstanding PSUs is based on the actual shares that will vest upon completion of the service period. For awards for which the performance period is not yet complete, the number of outstanding PSUs is based on the participants earning 100% of their target PSUs.

The total grant date fair value of PSUs that vested during the years ended December 31, 2025 was \$4.1 million.

The weighted average grant date fair value of PSUs granted during the years ended December 31, 2024 and 2023 was \$41.28 and \$41.31, respectively.

The fair market value of TSR PSUs granted for the years presented has been estimated on the grant date using the Monte Carlo Simulation model with the following assumptions:

	2025	2024	2023
Risk-free interest rate (percentage)	3.9	3.9 - 4.1	3.9 - 4.1
Expected dividend yield (percentage)	—	—	—
Expected volatility (percentage)	58.1	46.7	46.7

Stock-based Compensation Expense

Total stock-based compensation expense recorded on the Consolidated Statements of Operations and Comprehensive Income was as follows:

<i>(in thousands)</i>	Year Ended December 31,		
	2025	2024	2023
Product development	\$ 39,776	\$ 34,802	\$ 22,955
Sales, marketing and customer support	32,834	27,804	18,299
General and administrative	31,616	28,052	17,990
Total stock-based compensation	<u>\$ 104,226</u>	<u>\$ 90,658</u>	<u>\$ 59,244</u>

As of December 31, 2025, unrecognized stock-based compensation expense was \$166.8 million, which is expected to be recognized over a weighted-average period of 1.4 years.

ESPP

In March 2021, the Board approved the Company's 2021 ESPP. The ESPP qualifies as an "employee stock purchase plan" under Section 423 of the U.S. Internal Revenue Code of 1986, as amended.

The Company reserved 3,000 shares of common stock for issuance under the ESPP. The share reserve increases on the first day of each calendar year beginning on January 1, 2022 and ending on and including January 1, 2031, equal to the lesser of (i) one percent (1%) of the aggregate number of shares of common stock outstanding on the final day of the immediately preceding calendar year and (ii) such smaller number of shares of common stock as is determined by the Board. As of December 31, 2025, there were 8,986 shares of common stock reserved and available for future issuance under the ESPP.

Purchases are accomplished through participation in discrete offering periods. The ESPP is available to most of the Company's employees. The current offering period began on December 1, 2025 and will end on May 31, 2026. The Company expects the program to continue consecutively for six-month offering periods for the foreseeable future.

Under the ESPP, eligible employees are able to acquire shares of the Company's common stock by accumulating funds through payroll deductions. Company employees are generally eligible to participate in the ESPP if they have completed six months of continuous service with the Company as of the last day of the enrollment period. Eligible employees are able to select a rate of payroll deduction between 1% and 15% of their eligible compensation, up to a \$25 annual contribution limit. The purchase price for shares of common stock purchased under the ESPP is 85% of the lesser of the fair market value of the common stock on (i) the first trading day of the applicable offering period and (ii) the last trading day of the applicable offering period. Employees are required to hold shares purchased for minimum of six months following the purchase date. An employee's participation automatically ends upon termination of employment for any reason. A participant may cancel enrollment or lower their contributions once during an offering period, but no later than 30 days before the end of an offering period. Upon the termination of an employee's participation in the ESPP, payroll deductions will be stopped and refunded.

Stock-based compensation expense for the ESPP is recognized on a straight-line basis over the requisite service period of each award. Stock-based compensation expense related to ESPP totaled \$0.8 million, \$1.1 million and \$0.8 million for years ended December 31, 2025, 2024 and 2023, respectively.

14. Stockholders' Equity

The Company had 1,000,000 shares of authorized common stock, par value \$0.001 per share, as of December 31, 2025 and 2024. Holders of the Company's common stock are entitled: (1) to cast one vote for each share held of record on all matters submitted to a vote of the stockholders; (2) to receive, on a pro rata basis, dividends and distributions, if any, that the Board may declare out of legally available funds, subject to preferences that may be applicable to preferred stock, if any, then outstanding; and (3) upon the Company's liquidation, dissolution or winding-up, to share equally and ratably in any assets remaining after the payment of all debt and other liabilities, subject to the prior rights, if any, of holders of any outstanding shares of preferred stock. The Company's ability to pay dividends on its common stock is subject to the discretion of the Board.

The Company had 100,000 shares of authorized preferred stock, par value \$0.01 per share. Because the Board has the power to establish the preferences and rights of the shares of any additional series of preferred stock, it may afford holders of any preferred stock preferences, powers and rights, including voting and dividend rights, senior to the rights of holders of the Company's common stock. The Company did not issue any preferred stock during the years ended December 31, 2025 and 2024. There are no outstanding shares of preferred stock as of December 31, 2025 and 2024.

Repurchase Program

On May 16, 2024, the Company announced that the Board authorized the repurchase of up to \$150.0 million of the Company's outstanding common stock (the "Repurchase Program"). Under the Repurchase Program, the Company may repurchase for cash from time to time shares of its common stock through open market purchases pursuant to Rule 10b-18 and/or Rule 10b5-1 plans, in compliance with applicable securities laws and other legal requirements. The Repurchase Program does not obligate the Company to repurchase any specific number of shares, has no time limit, and may be modified, suspended, or discontinued at any time at the Company's discretion.

During the year ended December 31, 2025, the Company repurchased 1.1 million shares of its common stock for an aggregate repurchase amount of \$22.2 million under the Repurchase Program, which included immaterial amounts of broker commissions. Amounts related to the 1% excise tax on share repurchases, net of share issuances, as a result of the Inflation Reduction Act of 2022 ("IRA") are included on the Consolidated Statements of Stockholders' Equity. As of March 31, 2025, the \$150.0 million authorized for repurchase under the Repurchase Program was fully utilized. Activity under the Repurchase Program was recognized on the Consolidated Balance Sheets on a trade-date basis.

New Repurchase Program

On November 6, 2024, the Company announced that the Board authorized the repurchase of up to \$200.0 million of the Company's outstanding common stock (the "New Repurchase Program"), which amount is in addition to the initial Repurchase Program previously approved by the Board in May 2024. Under the New Repurchase Program, the Company may repurchase for cash from time to time shares of its common stock through open market purchases pursuant to Rule 10b-18 and/or Rule 10b5-1 plans, in compliance with applicable securities laws and other legal requirements. The New Repurchase Program does not obligate the Company to repurchase any specific number of shares, has no time limit, and may be modified, suspended, or discontinued at any time at the Company's discretion.

During the year ended December 31, 2025, the Company repurchased 7.3 million shares of its common stock for an aggregate repurchase amount of \$110.1 million under the New Repurchase Program, which included immaterial amounts of broker commissions. Amounts related to the 1% excise tax on share repurchases, net of share issuances, as a result of the IRA are included on the Consolidated Statements of Stockholders' Equity. As of December 31, 2025, \$90.0 million remained available and authorized for repurchase under the New Repurchase Program. Activity under the New Repurchase Program was recognized on the Consolidated Balance Sheets on a trade-date basis.

15. Supplemental Financial Statement Information

Accrued Expenses

The components of Accrued expenses recorded on the Consolidated Balance Sheets were as follows:

<i>(in thousands)</i>	As of December 31,	
	2025	2024
Vendor payments	\$ 12,127	\$ 10,272
Employee commissions and bonuses	40,898	24,465
Payroll and other employee related expense	14,030	10,938
401k and pension expense	779	3,486
Other taxes	5,718	5,371
Total accrued expense	<u>\$ 73,552</u>	<u>\$ 54,532</u>

Other Income, Net

The components of Other income, net recorded on the Consolidated Statements of Operations and Comprehensive Income were as follows:

<i>(in thousands)</i>	Year Ended December 31,		
	2025	2024	2023
Interest income	\$ (4,582)	\$ (12,744)	\$ (10,841)
Change in fair value of contingent consideration	—	—	(1,193)
Foreign currency exchange (gain) loss	(670)	5,324	855
Other miscellaneous expense (income), net	8	(68)	(37)
Other income, net	<u>\$ (5,244)</u>	<u>\$ (7,488)</u>	<u>\$ (11,216)</u>

16. Commitments and Contingencies

Contingencies

Litigation

From time to time, the Company is subject to various legal proceedings and claims, either asserted or unasserted, that arise in the ordinary course of business. The Company records liabilities for contingencies including legal costs when it is probable that a liability has been incurred and when the amount can be reasonably estimated. Legal costs are expensed as incurred. Although the outcome of the various legal proceedings and claims cannot be predicted with certainty, management does not believe that any of these proceedings or other claims will have a material effect on the Company's business, financial condition, results of operations or cash flows.

On December 22, 2025, the securities class action lawsuit previously disclosed on our Form 10-Q filed on November 7, 2025 was voluntarily dismissed by the lead plaintiffs without prejudice.

17. Segment Information

The Company's CODM, the Chief Executive Officer, manages the Company's business activities as a single operating and reportable segment at the consolidated level. The CODM primarily uses consolidated net income as the measure of segment profit or loss in assessing performance by comparing current results to prior periods and making decisions such as resource allocations related to operations.

The CODM is provided with the segment expenses included in consolidated Net income and reflected on the Consolidated Statements of Operations and Comprehensive Income, and in the accompanying Notes to Consolidated Financial Statements, to manage the Company's operations.

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Property and equipment, net (excluding capitalized software development costs) and Operating lease right-of-use assets, net presented by principal geographic area, were as follows:

<i>(in thousands)</i>	As of December 31,	
	2025	2024
United States	\$ 91,317	\$ 87,427
International	25,905	21,645
Total	<u>\$ 117,222</u>	<u>\$ 109,072</u>

The Company has not disclosed certain geographic information pertaining to revenues as it is impracticable to disclose and is not utilized by the Company's CODM to review operating results or make decisions about how to allocate resources.

18. Subsequent Events

On February 18, 2026, the Board authorized the repurchase of up to \$300.0 million of the Company's outstanding common stock (the "February 2026 Repurchase Program"). Under the February 2026 Repurchase Program, the Company may repurchase for cash from time to time shares of its common stock through open market purchases pursuant to Rule 10b-18 and/or Rule 10b5-1 plans, in compliance with applicable securities laws and other legal requirements. The February 2026 Repurchase Program does not obligate the Company to repurchase any specific number of shares, has no time limit, and may be modified, suspended, or discontinued at any time at the Company's discretion.

In connection with the Board's approval of the February 2026 Repurchase Program, the Board determined to discontinue the New Repurchase Program. Accordingly, going forward, any and all repurchases will be made pursuant to the February 2026 Repurchase Program. As of February 26, 2026, \$300.0 million remained available and authorized for repurchase under the February 2026 Repurchase Program.

Item 9. Changes in and Disagreements with Accountants on Accounting and Financial Disclosure

None.

Item 9A. Controls and Procedures

Evaluation of Disclosure Controls and Procedures

Our management, with the participation of our Chief Executive Officer and Chief Financial Officer, evaluated the effectiveness of our disclosure controls and procedures as defined in Rule 13a-15(e) under the Exchange Act, as of December 31, 2025. Based on this evaluation, our Chief Executive Officer and Chief Financial Officer concluded that as of December 31, 2025, our disclosure controls and procedures were effective to provide reasonable assurance that information required to be disclosed in the reports we file and submit under the Exchange Act is recorded, processed, summarized, and reported as and when required, and that such information is accumulated and communicated to our management, including our Chief Executive Officer and Chief Financial Officer, to allow timely decisions regarding its required disclosure.

Management's Report on Internal Control Over Financial Reporting

Our management is responsible for establishing and maintaining adequate internal control over financial reporting, as defined in Rules 13a-15(f) and 15d-15(f) under the Exchange Act. Management conducted an assessment of the effectiveness of our internal control over financial reporting based on the criteria set forth in Internal Control – Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (2013 framework). Based on this evaluation, management has concluded that our internal control over financial reporting was effective as of December 31, 2025 to provide reasonable assurance regarding the reliability of financial reporting and the preparation of the financial statements in accordance with U.S. GAAP.

In accordance with guidance issued by the SEC, companies are permitted to exclude acquisitions from their final assessment of internal control over financial reporting for the first fiscal year in which the acquisitions occurred. Our management's evaluation of internal control over financial reporting excluded the internal control activities of Rockerbox, acquired in March 2025, as discussed in Note 4 to the Consolidated Financial Statements. The financial results of this acquisition are included in the Consolidated Financial Statements as of and for the year ended December 31, 2025 and represent approximately 1% of total assets (excluding goodwill and intangible assets which were integrated into the Company's system and control environment) and 1% of total revenue.

The effectiveness of our internal control over financial reporting as of December 31, 2025 has been audited by Deloitte & Touche LLP, an independent registered public accounting firm, as stated in their report, which appears in Item 8 of this Form 10-K.

Changes in Internal Control over Financial Reporting

There were no changes in our internal control over financial reporting that occurred during the quarter ended December 31, 2025 that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

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Inherent Limitations on Effectiveness of Controls

Management recognizes that a control system, no matter how well conceived and operated, can provide only reasonable, not absolute, assurance that the objectives of the control system are met. Further, the design of a control system must reflect the fact that there are resource constraints, and the benefits of controls must be considered relative to their costs. Because of the inherent limitations in all control systems, no evaluation of controls can provide absolute assurance that all control issues and instances of fraud or error, if any, have been detected. These inherent limitations include the realities that judgments in decision making can be faulty, and that breakdowns can occur because of a simple error or mistake. Additionally, controls can be circumvented by the individual acts of some persons, by collusion of two or more people, or by management override of the controls. The design of any system of controls also is based in part upon certain assumptions about the likelihood of future events, and there can be no assurance that any design will succeed in achieving its stated goals under all potential future conditions; over time, controls may become inadequate because of changes in conditions, or the degree of compliance with policies or procedures may deteriorate. Because of the inherent limitations in a cost-effective control system, misstatements due to error or fraud may occur and not be detected.

Item 9B. Other Information

None.

Item 9C. Disclosure Regarding Foreign Jurisdictions that Prevent Inspections

None.

PART III

Item 10. Directors, Executive Officers and Corporate Governance

Except as set forth below, the information required by this item will be included in our proxy statement relating to our 2026 annual meeting of stockholders to be filed by us with the SEC no later than 120 days after the close of our fiscal year ended December 31, 2025 (the "Proxy Statement") and is incorporated herein by reference.

The Company maintains an insider trading policy applicable to the Company and its directors, officers, employees and other covered persons, and has implemented procedures in connection therewith, that we believe are reasonably designed to promote compliance with insider trading laws, rules and regulations, and any applicable listing standards. A copy of our insider trading policy is filed as Exhibit 19.1 to this Annual Report on Form 10-K.

Item 11. Executive Compensation

The information required by this item will be included in the Proxy Statement and is incorporated herein by reference.

Item 12. Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters

The information required by this item will be included in the Proxy Statement and is incorporated herein by reference.

Item 13. Certain Relationships and Related Transactions, and Director Independence

The information required by this item will be included in the Proxy Statement and is incorporated herein by reference.

Item 14. Principal Accountant Fees and Services

The information required by this item will be included in the Proxy Statement and is incorporated herein by reference.

PART IV

Item 15. Exhibits and Financial Statement Schedules

(a) We have filed the following documents as part of this Annual Report on Form 10-K:

1. Consolidated Financial Statements

See Index to Consolidated Financial Statements in Part II, Item 8 herein.

2. Financial Statement Schedules

No financial statement schedules are provided because the information called for is not required or is shown in the notes of the Consolidated Financial Statements in Part II, Item 8 herein.

3. Exhibits

Except as otherwise noted below, the exhibits listed below in the accompanying “Index to Exhibits” are filed or incorporated by reference as part of this Annual Report on Form 10-K.

INDEX TO EXHIBITS

Exhibit Number	Description	Form	File No.	Exhibit	Filing Date
3.1	Second Amended and Restated Certificate of Incorporation, dated April 23, 2021	8-K	001-40349	3.1	April 26, 2021
3.2	Amended and Restated Bylaws, currently in effect	8-K	001-40349	3.2	April 26, 2021
4.1	Description of Securities	10-K	001-40349	4.1	March 8, 2022
4.2	Form of Common Stock Certificate	S-1/A	333-254380	4.1	April 12, 2021
10.1	Credit Agreement, dated as of August 12, 2024, among DoubleVerify Inc., as borrower, DoubleVerify Midco, Inc. as guarantor, the lenders party thereto, and JPMorgan Chase Bank, N.A., as administrative agent	8-K	001-40349	10.1	August 13, 2024
10.2#	Employment Agreement with Nicola Allais, dated October 25, 2017	S-1	333-254380	10.2	March 17, 2021
10.3#	Employment Agreement with Andy Grimmig, dated March 23, 2020	S-1	333-254380	10.4	March 17, 2021
10.4#	Employment Agreement with Mark Zagorski, dated July 1, 2020	S-1	333-254380	10.5	March 17, 2021
10.5#	Amended and Restated Employment Agreement with Mark Zagorski, dated July 21, 2025	8-K	001-40349	10.1	July 23, 2025
10.6#	Employment Agreement with Julie Eddleman, dated January 26, 2021	S-1	333-254380	10.7	March 17, 2021
10.7†#	Employment Agreement with Steven Mougis, dated December 31, 2025				

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Exhibit Number	Description	Form	File No.	Exhibit	Filing Date
10.8#	Form of Director Indemnification Agreement	S-1/A	333-254380	10.8	April 12, 2021
10.9#	2017 Omnibus Equity Incentive Plan	S-1	333-254380	10.9	March 17, 2021
10.10#	Form of Nonqualified Stock Option Award Agreement under the 2017 Omnibus Equity Incentive Plan for Executives	S-1	333-254380	10.10	March 17, 2021
10.11#	Form of Restricted Stock Unit Award Agreement under the 2017 Omnibus Equity Incentive Plan for Executives	S-1	333-254380	10.11	March 17, 2021
10.12#	Form of Restricted Stock Unit Award Agreement under the 2017 Omnibus Equity Incentive Plan for Directors	S-1	333-254380	10.12	March 17, 2021
10.13#	Nonqualified Stock Option Award Agreement between DoubleVerify Holdings, Inc. and Mark Zagorski under the 2017 Omnibus Equity Incentive Plan, dated July 28, 2020	S-1	333-254380	10.13	March 17, 2021
10.14#	Nonqualified Stock Option Award Agreement between Pixel Group Holdings Inc. and Laura Desmond under the 2017 Omnibus Equity Incentive Plan, dated September 20, 2017	S-1	333-254380	10.14	March 17, 2021
10.15#	Restricted Stock Unit Award Agreement (Upfront Time RSUs) between DoubleVerify Holdings, Inc. and Mark Zagorski under the 2017 Omnibus Equity Incentive Plan, dated July 28, 2020	S-1	333-254380	10.15	March 17, 2021
10.16#	Restricted Stock Unit Award Agreement between DoubleVerify Holdings, Inc. and Julie Eddleman under the 2017 Omnibus Equity Incentive Plan, dated January 26, 2021	S-1	333-254380	10.18	March 17, 2021
10.17#	2021 Omnibus Equity Incentive Plan	S-8	333-255374	4.3	April 20, 2021
10.18#	2021 Employee Stock Purchase Plan	S-8	333-255374	4.4	April 20, 2021
10.19	Registration Rights Agreement by and among DoubleVerify Holdings, Inc., Providence VII U.S. Holdings L.P. and the other stockholders of DoubleVerify Holdings, Inc. listed on Schedule I thereto, dated as of April 19, 2021	8-K	001-40349	10.1	April 26, 2021
10.20	Stockholder's Agreement, by and between DoubleVerify Holdings, Inc. and Providence VII U.S. Holdings L.P., dated as of April 20, 2021	8-K	001-40349	10.2	April 26, 2021
10.21#	Form of Nonqualified Stock Option Award Agreement under the 2021 Omnibus Equity Incentive Plan (full acceleration upon change of control)	10-K	001-40349	10.22	March 8, 2022

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Exhibit Number	Description	Form	File No.	Exhibit	Filing Date
10.22#	Form of Restricted Stock Unit Award Agreement under the 2021 Omnibus Equity Incentive Plan (full acceleration upon change of control)	10-K	001-40349	10.23	March 8, 2022
10.23#	DoubleVerify Holdings, Inc. Deferred Compensation Plan	10-K	001-40349	10.24	March 8, 2022
10.24#	Form of Nonqualified Stock Option Award Agreement under the 2021 Omnibus Equity Incentive Plan (double trigger protection upon change of control)**	10-K	001-40349	10.25	March 1, 2023
10.25#	Form of Restricted Stock Unit Award Agreement under the 2021 Omnibus Equity Incentive Plan (double trigger protection upon change of control)**	10-K	001-40349	10.26	March 1, 2023
10.26#	Form of Performance-Based Restricted Stock Unit Award Agreement under the 2021 Omnibus Equity Incentive Plan	10-K	001-40349	10.27	February 28, 2024
10.27	Guarantee Agreement, dated as of August 12, 2024, between DoubleVerify Holdings, Inc., and JPMorgan Chase Bank, N.A., as administrative agent	8-K	001-40349	10.2	August 13, 2024
10.28#	Executive Separation Agreement, dated as of September 15, 2025, by and between Julie Eddleman, DoubleVerify Inc. and DoubleVerify Holdings, Inc.	10-Q	001-40349	10.2	November 7, 2025
10.29#	Consulting Agreement, dated as of September 15, 2025, by and between Julie Eddleman and DoubleVerify Inc.	10-Q	001-40349	10.3	November 7, 2025
10.30†#	Form of Performance-Based Restricted Stock Unit Award Agreement under the 2021 Omnibus Equity Incentive Plan (2025)				
19.1	DoubleVerify Holdings, Inc. Policy on Trading in Securities	10-K	001-40349	19.1	February 27, 2025
21.1†	List of Subsidiaries				
23.1†	Consent of Deloitte & Touche LLP				
24.1†	Power of Attorney (contained on signature page)				
31.1†	Certification of Chief Executive Officer pursuant to Rule 13a-14(a) and Rule 15d-14(a) of the Exchange Act, as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002				
31.2†	Certification of Chief Financial Officer pursuant to Rule 13a-14(a) and Rule 15d-14(a) of the Exchange Act, as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002				

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Exhibit Number	Description	Form	File No.	Exhibit	Filing Date
32.1†*	Certification of Chief Executive Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.				
32.2†*	Certification of Chief Financial Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.				
97.1	DoubleVerify Holdings, Inc. Clawback Policy	10-K	001-40349	97.1	February 28, 2024
101.INS†	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†	XBRL Taxonomy Extension Schema Document				
101.CAL†	XBRL Taxonomy Extension Calculation Linkbase Document				
101.DEF†	XBRL Taxonomy Extension Definition Linkbase Document				
101.LAB†	XBRL Taxonomy Extension Label Linkbase Document				
101.PRE†	XBRL Taxonomy Extension Presentation Linkbase Document				
104†	Cover Page Interactive Data File (formatted in Inline XBRL and contained in Exhibit 101)				

† Filed herewith.

* Pursuant to SEC Release No. 33-8212, this certification will be treated as “accompanying” this Annual Report and not “filed” as part of such report for purposes of Section 18 of the Exchange Act, or otherwise subject to the liability of Section 18 of the Exchange Act, and this certification will not be deemed to be incorporated by reference into any filing under the Securities Act, except to the extent that the registrant specifically incorporates it by reference.

** Exhibits omitted pursuant to Item 601(a)(5) of Regulation S-K. Copies of any omitted exhibit will be furnished to the SEC upon request.

Identifies each management contract or compensatory plan or arrangement.

Item 16. Form 10-K Summary

None.

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) 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.

Dated: February 26, 2026

DOUBLEVERIFY HOLDINGS, INC.

By: /s/ MARK ZAGORSKI

Name: Mark Zagorski

Title: *Chief Executive Officer and Director*

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below hereby constitutes and appoints Mark Zagorski and Nicola Allais, and each of them, his or her true and lawful attorney-in-fact and agent, acting alone, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any or all amendments to this report, and to file the same, with all exhibits thereto and other documents in connection therewith, with the U.S. Securities and Exchange Commission, granting unto said attorney-in-fact full power and authority to do and perform each and every act and thing requisite or necessary to be done in and about the premises, as such person, hereby ratifying and confirming all that said attorney-in-fact and agent, or his or her substitute or substitutes, may lawfully do or cause to be done by virtue hereof

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed by the following persons in the capacities and on the dates indicated.

<u>Signature</u>	<u>Title</u>	<u>Date</u>
<u>/s/ MARK ZAGORSKI</u> Mark Zagorski	Chief Executive Officer and Director (Principal Executive Officer)	February 26, 2026
<u>/s/ NICOLA ALLAIS</u> Nicola Allais	Chief Financial Officer (Principal Financial Officer and Principal Accounting Officer)	February 26, 2026
<u>/s/ R. DAVIS NOELL</u> R. Davis Noell	Director	February 26, 2026
<u>/s/ LAURA B. DESMOND</u> Laura B. Desmond	Director	February 26, 2026
<u>/s/ LUCY STAMELL DOBRIN</u> Lucy Stamell Dobrin	Director	February 26, 2026
<u>/s/ SUNDEEP JAIN</u> Sundeep Jain	Director	February 26, 2026
<u>/s/ ROSIE PEREZ</u> Rosie Perez	Director	February 26, 2026

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<u>/s/ JENNIFER STORMS</u> Jennifer Storms	Director	February 26, 2026
<u>/s/ GARY SWIDLER</u> Gary Swidler	Director	February 26, 2026
<u>/s/ KELLI TURNER</u> Kelli Turner	Director	February 26, 2026
<u>/s/ SCOTT WAGNER</u> Scott Wagner	Director	February 26, 2026

EMPLOYMENT AGREEMENT

This Employment Agreement (the "Agreement"), dated as of December 30, 2025, to be effective commencing on January 1, 2026 (the "Commencement Date"), is entered into by and between DoubleVerify Inc. ("Employer") and Steven Mougis, an individual ("Employee", together with Employer, the "Parties" and each, a "Party").

WHEREAS, Employer desires to employ Employee as the Global Chief Commercial Officer of Employer, on the terms and conditions set forth in this Agreement; and

WHEREAS, Employee is willing to accept such employment on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual agreements set forth herein, Employer and Employee hereby agree as follows:

ARTICLE I

EMPLOYMENT, POSITION, DUTIES, RESPONSIBILITIES AND TERM

1.01 **Employment.** Employer agrees to, and does hereby, employ Employee, and Employee agrees to, and does hereby, accept such employment, upon the terms and subject to the conditions set forth in this Agreement.

1.02 **Position Duties and Authority.** During the Term (as defined below), Employee shall serve as the Global Chief Commercial Officer of Employer. In such capacity, Employee shall have such responsibilities, duties and authority (collectively "functions") as may, from time to time, be assigned by Employer's Chief Executive Officer ("CEO") or his or her designee; *provided*, such functions shall be commensurate with the integrity and status of Employee's office and position with Employer. Employee shall report directly to the CEO or his or her designee. During the Term, Employee shall serve Employer, faithfully and to the best of Employee's ability, and shall devote substantially all of Employee's business time, attention, skill and efforts to the business and affairs of Employer (including its subsidiaries and affiliates). Employee's principal base of operation for the performance of Employee's duties under this Agreement shall be in New York; *provided, however*, that Employee shall temporarily travel in the course of performing such duties and responsibilities as shall from time to time be reasonably necessary to fulfill Employee's obligations under this Agreement.

1.03 **Term of Employment.** Employee's employment under this Agreement shall commence on the Commencement Date and shall continue until such employment is terminated pursuant to Article IV hereof (the "Term").

ARTICLE II

COMPENSATION, BENEFITS AND EXPENSES

2.01 Compensation and Benefits. For all services rendered by Employee in any capacity during the Term, including, without limitation, services as an officer, director or member of any committee of Employer, or any subsidiary, affiliate or division thereof, Employee shall be compensated as follows (subject, in each case, to the provisions of Article IV below):

(A) Base Salary and Bonus. During the Term, Employer shall pay to Employee a base salary at the rate of \$500,000 on an annualized basis ("Base Salary"). Employee's Base Salary shall be subject to periodic review and such periodic increases (but no decreases) as the Employer's Board of Directors ("Board") shall deem appropriate in accordance with Employer's procedures and practices in effect from time to time regarding the salaries of employees. The term "Base Salary" as used in this Agreement shall refer to Base Salary as may be increased from time to time in accordance with the terms hereof. Base Salary shall be payable in accordance with the customary payroll practices of Employer. In addition, Employee shall be eligible for a target bonus in an amount equal to 100% of the Base Salary ("Bonus") per annum determined and paid based upon the attainment by Employee of performance goals and objectives established by the Board. Employee's Bonus for the period ending on December 31, 2026 will be no less than 100% of Employee's then-applicable Base Salary, subject to Employee's continuous Employment with Employer through the date bonuses are paid generally to similarly situated executives of the Company.

(B) Equity Awards. During the Term, grants of equity awards to Employee shall be subject to Holdings' long-term stock incentive plan as in effect from time to time, and shall be based upon performance and award guidelines established periodically by Board of Directors of DoubleVerify Holdings, Inc. ("Holdings") or a duly constituted committee thereof.

(C) Benefits. During the Term, Employee shall be entitled to participate in all of Employer's employee benefit plans and programs, including medical coverage, as Employer generally maintains from time to time during the Term for the benefit of any of its employees, in each case subject to the eligibility requirements and other terms and provisions of such plans or programs. Employer may amend, modify or rescind any employee benefit plan or program and change employee contribution amounts to benefit costs without notice in its discretion, *provided* that (i) no such amendment shall apply in a retroactive manner and (ii) any such amendment must apply on the terms and conditions uniformly applicable to all employees of Employer.

2.02 Expenses. Employee shall be entitled to receive reimbursement from Employer for all reasonable out-of-pocket expenses incurred by Employee during the Term in connection with the performance of Employee's duties and obligations under this Agreement, according to Employer's expense reimbursement policies in effect from time to time (the "Expense").

Reimbursement Policy”) and *provided* that Employee shall submit documentation which Employer deems reasonable with respect to such expenses.

2.03 Withholding and Deduction. All payments to Employee pursuant to this Agreement are subject to applicable withholding and deduction requirements.

ARTICLE III

OTHER AGREEMENTS

3.01 Confidentiality & IP Transfer Agreement. As a condition to the entrance into this Agreement by Employer, Employee has entered into Employer’s standard form confidentiality and intellectual property transfer agreement for executives of Employer attached hereto as Exhibit A (the “Confidentiality & IP Agreement”).

ARTICLE IV

TERMINATION

4.01 Events of Termination. This Agreement and Employee’s employment hereunder shall terminate upon the occurrence of any one or more of the following events:

(A) Death. In the event of Employee’s death, this Agreement and Employee’s employment hereunder shall automatically terminate effective as of the date and time of death.

(B) Termination by Employer for Cause. Employer may, at its option, terminate this Agreement and Employee’s employment hereunder for Cause (as defined herein) upon giving notice of termination to Employee (following the expiration of the applicable cure period, if any) which notice specifies that Employer deems such termination to be for “Cause” hereunder and specifies in reasonable detail the grounds for such “Cause.” Employee’s employment shall terminate on the date on which such notice shall be given. For purposes hereof, “Cause” shall mean Employee’s (i) conviction of, guilty plea to or confession of guilt of a felony, (ii) willful misconduct or gross negligence in the performance of services hereunder, willful act or omission constituting dishonesty, fraud or other malfeasance, whether occurring before or during employment with Employer which in any such case is materially injurious (monetarily or otherwise) to the business, prospects, or operations of Employer or any controlled affiliate of Employer and which, if curable, remains uncured (to the reasonable satisfaction of the CEO) for thirty (30) days after Employer provides written notice thereof to Employee, (iii) after a written warning and a 30-day opportunity to cure such violation, continued willful material violation by Employee of Employer’s written policies or procedures as uniformly applicable to all executive employees of Employer and as in effect from time to time, (iv) after a written warning and a 30-

day opportunity to cure such non-performance and breach, continued willful failure to perform Employee's material duties hereunder or other material breach of this Agreement (including, without limitation, a breach of any of Employee's obligations under Article V hereof); *provided, however*, that in the case of any act described in clauses (ii), (iii) and/or (iv) above which is or are not capable of cure, Employer shall not be required to give such 30-day opportunity to cure same prior to any termination therefor; and *provided further, however*, that in the event Employer shall have previously given such 30-day opportunity to cure a specific act of Employee described in clauses (ii), (iii) or (iv) above during the immediately preceding one (1) year, Employer shall not again be required to give such 30-day cure period for any second specific act which is the same act so committed by Employee as described in such clause (ii), (iii) or (iv), respectively.

(C) Without Cause by Employer. Employer may, at its option, at any time terminate Employee's employment for no reason or for any reason whatsoever (other than for Cause or due to death or Disability (as defined below)) upon written notice to Employee.

(D) Termination by Employee. Employee may terminate this Agreement and Employee's employment hereunder at any time with or without Good Reason with notice to Employer. However, if Employee terminates his employment without Good Reason, then he shall provide Employer with not less than sixty (60) days prior written notice, which period can be shortened at the sole discretion of Employer. For purposes of this Agreement "Good Reason" shall mean, in the absence of a written consent of Employee:

(i) any action by Employer which results in a material diminution in Employee's title, position, authority or duties from those customarily provided or performed by Employee or typical of a Global Chief Commercial Officer of a similarly situated company;

(ii) any material failure by Employer to comply with or breach by Employer of any material provision of this Agreement;

(iii) any reduction in Employee's Base Salary, eligibility for a Bonus or other amount owed to Employee hereunder;

(iv) a relocation of Employee's workplace outside of New York, New York; or

(v) a change in reporting such that Employee no longer reports directly to the CEO or reports to any officer, employee, director or other governing body of Employer at a lower level or with materially less authority, duties or responsibilities than the CEO.

Notwithstanding the foregoing, Employee shall not be entitled to terminate Employee's employment with Employer for the occurrence of any Good Reason unless Employee (i) notifies

Employer of the occurrence of such Good Reason within ninety (90) days after its initial occurrence, (ii) provides Employer with thirty (30) days to cure the occurrence of such Good Reason event of which Employer is so notified, and (iii) elects to terminate Employee's employment with Employer as a result of such Good Reason event within one (1) year after the occurrence thereof; *provided, however*, that in the event Employee shall have previously given such 30-day opportunity to cure any such occurrence or commission of an event of Good Reason during the immediately preceding one (1) year, Employee shall not again be required to give such 30-day cure period for any second such act constituting Good Reason committed by Employer.

(E) Disability. To the extent permitted by law, in the event of Employee's medically determined physical or mental disability which makes it impossible for Employee to perform Employee's material duties under this Agreement for a period of at least 90 consecutive days in any 12-month period or 120 non-consecutive days in any 12-month period, and which cannot be reasonably accommodated by Employer without undue hardship ("Disability"), Employer may terminate this Agreement and Employee's employment hereunder upon at least 30 days' prior written notice to Employee.

(F) Mutual Agreement. This Agreement and Employee's employment hereunder may be terminated at any time by the mutual written agreement of Employer and Employee.

4.02 Employer's Obligations Upon Termination.

(A) For Cause; Termination by Employee Other than For Good Reason; or Disability. If during the Term, (i) Employer shall terminate this Agreement and Employee's employment hereunder for Cause, (ii) Employee shall terminate this Agreement and Employee's employment hereunder other than for Good Reason, or (iii) this Agreement and Employee's employment hereunder shall terminate as a result of Employee's Disability, in each case, Employer's sole obligation to Employee under this Agreement shall be to (x) pay to Employee (or in the case of his Disability, to his legal representative) the amount of any Base Salary, but not yet paid to Employee, prior to the date of such termination, (y) reimburse Employee for any expenses incurred by Employee through the date of such termination that are eligible for reimbursement under the Expense Reimbursement Policy and (z) to the extent applicable, pay to Employee all accrued and unused vacation and accrued benefits through the date of such termination (such amounts described under sub-clauses (x) through (z) above being collectively herein referred to as the "Accrued Amounts").

(B) Without Cause; Termination by Employee for Good Reason. Upon the termination of this Agreement and Employee's employment with Employer either (i) by Employer other than for Cause, as a result of Employee's death or as a result of Employee's Disability, or (ii) by Employee for Good Reason, in each case, Employer's sole obligation to Employee under this Agreement shall be to pay or provide to Employee (a) all Accrued Amounts through and including the effective date of such termination, (b) continuation of Employee's Base Salary for

six (6) months payable on a semi monthly basis in accordance with the Employer's normal payroll practices subject to withholdings and deductions, (c) continuation of Employee's medical benefits through and including the date which is six (6) months from and after the effective date of any such termination of Employee's employment contemplated hereunder; *provided* that if during this six (6) month period should Employee become employed as a consultant and/or employee for one or more entities and as a result be eligible to obtain comparable alternate medical benefits, then Employer shall cease continuation of Employee's medical benefit and have no further liability for such payments and/or coverage and (d) if Employee's termination of employment occurs on or after January 1, 2027 and prior to payment of the Bonus in respect of the immediately preceding calendar year, payment of 100% of Employee's target Bonus (based on the Base Salary in effect as of the date of termination) for such preceding calendar year, payable in accordance with Employer's normal payroll practices, subject to withholdings and deductions. The payments described in (b) shall commence or be paid on the sixtieth (60th) day following the date on which the termination occurs, with the first payment including any payments that would have been made had the sixty (60)-day delay provided herein not applied, subject to the Employee's timely execution and non-revocation of the Release (as defined in Section 4.04). The payments described in (d), if applicable, shall be paid on the thirtieth (30th) day following the date on which the termination occurs, subject to Employee's timely execution and non-revocation of the Release

(C) Death. If, during the Term, this Agreement and Employee's employment hereunder shall terminate as a result of Employee's death, Employer's sole obligation to Employee's estate under this Agreement shall be to pay or provide to Employee's estate the Accrued Amounts through the date of such termination.

(D) Vested Benefits. In addition to the payments and benefits set forth in this Section 4.02, amounts which are vested benefits or which Employee is otherwise entitled to receive under any plan, program, policy or practice (with the exception of those relating to severance, if any) on the date of termination, shall be payable in accordance with such plan, policy, practice or agreement.

4.03 Survival; No Mitigation or Offset. This Article IV and Article V and Article VI shall survive any expiration or termination of this Agreement. All payments made or required to be made by Employer to Employee under this Article IV shall not be conditional upon or subject to either (i) any obligation of Employee to mitigate or expend any efforts to reduce or mitigate the amount of damages suffered by Employee or the amount of payments or obligations required to be made or performed by Employer under this Article IV or (ii) any reduction or right of offset for or in favor of Employer for or with respect to any earnings profits, proceeds, compensation, benefits, or other amounts generated or received by Employee from or after the termination of Employee's employment with Employer.

4.04 Release. Any payments to be made or benefits to be provided by Employer or any affiliate thereof pursuant to this Article IV or any other provision hereof which requires receipt of a release from Employee, shall be subject to Employer's receipt from Employee of an effective general release and agreement not to sue, in a written form reasonably satisfactory to both

Employee (or his legal representative) and Employer (the “Release”), pursuant to which (i) Employee makes certain customary representations and warranties, (ii) Employee agrees to be bound by certain confidentiality covenants, specified therein and consistent with the Confidentiality & IP Agreement, and (iii) Employee agrees (a) to release all claims against Employer and its respective subsidiaries, affiliates, and certain related parties, (b) not to maintain any action, suit, claim or proceeding against Employer or its respective subsidiaries, affiliates, and certain related parties, and (c) to be bound by certain non-disparagement covenants contained therein. Notwithstanding the due date of any payment hereunder requiring a Release, Employer shall not be obligated to make any such payment until after the expiration of any revocation period available to Employee as applicable to the Release.

ARTICLE V

CONFIDENTIALITY, ASSIGNMENT OF INVENTIONS, NONCOMPETITION, NONSOLICITATION AND OTHER COVENANTS

5.01 Confidentiality. Employee shall observe all of his obligations under and shall comply with the terms and conditions of the Confidentiality & IP Agreement. Employee’s breach of a covenant, representation or warranty in the Confidentiality & IP Agreement shall be a breach of this Section 5.01.

5.02 Obligations to Other Persons/Representations & Warranties. Employee hereby represents and warrants to Employer that (a) he has the legal capacity to execute and perform this Agreement; (b) this Agreement is a valid and binding obligation of Employee enforceable against him in accordance with its terms; (c) his services hereunder will not conflict with, or result in a breach of, any agreement, understanding, order, judgment or other obligation to which he is presently a party or by which he is bound; (d) he is not subject to, or bound by, any covenant against competition, confidentiality obligation, intellectual property transfer obligation, or any other agreement, order, judgment or other obligation which would conflict with, restrict or limit the performance of the services he is to provide hereunder in any material respect or restrict Employer in any manner from engaging in its business, including without limitation, any element of the Business (as defined below); (e) he does not have any non-disclosure or other obligations to any other individual or entity (including without limitation, any previous employer) concerning proprietary or confidential information that Employee learned of during any previous employment or associations which would conflict with, restrict or limit the performance of the services he is to provide hereunder in any material respect; and (f) he does not have any non-competition agreements, non-solicitation agreements or other restrictive covenants with any previous employer or other Person (as defined below) which would conflict with, restrict or limit the performance of the services he is to provide hereunder. Employee shall not disclose to Employer or induce Employer to use any secret or confidential information or material belonging to others, including, without limitation, Employee’s former employers and/or clients, if any. Employee hereby acknowledges that, as of the date hereof, he is not aware of any actions, demands, causes of action

or claims with respect to any matter, event or condition occurring or arising on or prior to the date hereof that may be brought by him or on his behalf against Employer, or against any of the officers, directors, shareholders, members, managers, direct or indirect equityholders, agents and/or employees of Employer nor against any of the respective heirs, successors, assigns and legal representatives of any of the foregoing.

5.03 Certain Definitions.

“Associated With” a Person means to, directly or indirectly, own, manage, operate, join, finance, control, be employed by, receive remuneration from, participate in, consult with, or be connected in any manner with the ownership, management, financing, operation or control of or be connected as an officer, director, employee, partner, member, manager, trustee, principal, agent, representative, consultant, contractor, or otherwise, or use or expressly permit his name or any one or more of his or its tradenames to be used, in connection with such Person. The foregoing shall not include the beneficial ownership solely as an unaffiliated, passive investor of less than five percent (5%) of any class of securities of any business, firm or entity having a class of equity securities actively traded on a national securities exchange, automated quotation system or over-the-counter market.

“Business” means (i) the verification and measurement of the quality and performance of digital advertising, (ii) any substantially related business performed or marketed by Employer and in which Employee was materially involved during the period of Employee’s employment with Employer, and (iii) any material business that was a Planned New Business during the period of Employee’s employment with Employer.

“Client” means any Person who, during the six-month period immediately preceding the termination or cessation of Employee’s employment, had done business with Employer.

“Competing Business” means any Person who engages or is engaged in any element or elements of the Business.

“Person” means an individual, partnership, corporation, limited liability company, unincorporated organization or association, trust or joint venture or other entity, or a Governmental Authority (as defined in the next sentence). “Governmental Authority” means any national, federal, state, provincial, county, municipal or local government, foreign or domestic, or the government of any political subdivision of any of the foregoing, or any entity, authority, agency, ministry or other similar body exercising executive, legislative, judicial, regulatory or administrative authority or functions of or pertaining to government, including any court, authority or other quasi-governmental entity established to perform any of such functions.

“Planned New Business” during a specific time period, means any new line of business or new market which, during that time period, Employer was planning to enter (or any new product or service which, during that period, Employer was planning to market and/or sell); *provided* that for purposes of this definition, Employer shall have been “planning” something where (w) such planning involved discussion at the level of the board of directors or, for a limited liability company, the body performing the analogous function, (x) such planning was reduced to writing in a substantial form, such as a comprehensive business plan, by the board or such analogous body, (y) Employer committed material resources (human and either financial or technological) to the planning and implementation of the execution of that new business, and (z) such planning was known to Employee and with Employee being materially involved in its contemplation and implementation.

“Restricted Period” means the period commencing on the date hereof and ending at 11:59 p.m. New York time on the date that is twelve months after the effective date of any termination of Employee’s employment with Employer, regardless of whether such employment was then pursuant to or under this Agreement.

5.04 Noncompetition; Nonsolicitation. Employee acknowledges that in his capacity as Employer’s employee hereunder, he has created and had access to, and will continue to create and have access to, confidential information and to important business relationships. Accordingly, Employee represents, warrants and covenants to Employer that, subject to the last sentence of this Section 5.04, he will not, directly or indirectly, (i) during the Restricted Period without the express prior written approval of the Board, be or become Associated With a Competing Business or (ii) during the Restricted Period without the express prior written approval of the Board, (a) solicit, sell to or service, for the account of any Competing Business, or assist any Person in soliciting, selling to, or servicing, for the account of any Competing Business, any Client, (b) solicit, approach or induce any Client to terminate or diminish its relationship with Employer or to explore, discuss, investigate or consider a business relationship with a Competing Business, (c) solicit, approach or induce any Person who is then (or was at any time in the six (6) months immediately prior to the termination or cessation of Employee’s employment) an employee of or consultant to Employer, to terminate or diminish his or her or its relationship with Employer or to be or become Associated With a Competing Business, or (d) otherwise interfere with the relationship between Employer and any of their respective Clients, employees, consultants, suppliers or service providers, or (e) take any steps to, or negotiate or enter into any oral or written agreement or understanding to, do any of the things referenced in (a), (b), (c), (d), or (e) of this Section 5.04. Notwithstanding the foregoing, Employee shall not be deemed to have violated this Section 5.04 if he becomes Associated With a Competing Business but, during the entire Restricted Period, Employee refrains from (x) working in or for any business unit, subsidiary or division which engages or is engaged, directly or indirectly, in any element of the Business and (y) directly or indirectly engaging in any element of the Business other than for Employer as an employee thereof.

5.05 Privacy. Employee understands that Employer is or may be subject to certain privacy regulations and laws and that Employer has adopted policies concerning privacy and, from time to time, agrees with its clients and others with which it does business to undertake certain

privacy obligations. Employee shall comply with applicable laws regarding privacy, as in effect from time to time, and will comply with Employer's privacy policies and procedures, as in effect from time to time, as well as any privacy obligations which Employer has undertaken and those which, in the future, Employer undertakes.

5.06 Cooperation. Subject to Section 5.10, Employee shall reasonably cooperate both during and for a period of 12 months immediately after Employee's employment with Employer, at Employer's sole cost and expense (including Employee's travel, room and board and Employee's attorney fees if necessary and requested by Employer, subject to Employer's policies and procedures for such expenses), with any investigation by Employer involving Employer or any employee or agent of Employer with respect to events that occurred during Employee's tenure with Employer. Should Employee be required to dedicate an aggregate of more than four (4) hours per week or sixteen (16) hours in total in providing any cooperative efforts or services hereunder, Employer shall compensate Employee for any such excess time expended based upon an hourly rate equal to the quotient of Employee's Base Salary as in effect at the time of termination divided by 1800.

5.07 Non-Disparagement. Subject to Section 5.10, Employee will not at any time make any statement, written or oral, to any person or entity, including in any forum or media, or take any action, in disparagement of Employer, Holdings, the Board, the Holdings board or any of their respective current, former or future affiliates, or any current, former or future shareholders, partners, managers, members, officers, directors or employees of any of the foregoing (each, a "Company Party"), including negative references to or about any Company Party's services, policies, practices, documents, methods of doing business, strategies, objectives, shareholders, partners, managers, members, officers, directors, or employees, or take any other action that may disparage any Company Party to the general public and/or any Company Party's officers, directors, employees, clients, suppliers, investors, potential investors, business partners or potential business partners.

5.08 Reasonable Restrictions/Damages Inadequate Remedy. Employee acknowledges that the restrictions contained in this Article V are reasonable and necessary to protect the legitimate business interests of Employer and that any breach or threatened breach by Employee of any provision contained in this Article V will result in immediate irreparable injury to Employer for which a remedy at law would be inadequate. Employee further acknowledges that the restrictions contained in this Article V will not prevent Employee from earning a livelihood during the Restricted Period. Accordingly, Employee acknowledges that Employer shall be entitled to seek temporary, preliminary and permanent injunctive relief in any court of competent jurisdiction (without being obligated to post a bond or other collateral) in the event of any breach or threatened breach by Employee of the provisions of this Article V and to an equitable accounting of all earnings, profits and other benefits arising, directly or indirectly, from such breach, which rights shall be cumulative and in addition to (rather than instead of) any other rights or remedies to which Employer may be entitled at law or in equity. Any remedy specified by any provision of this Agreement shall, unless expressly providing to the contrary, be a nonexclusive remedy for that

provision and shall not preclude any and all other remedies at law or in equity from also being applicable.

5.09 Separate Covenants. The Parties intend that the covenants and restrictions in this Article V be given the broadest interpretation permitted by law. Accordingly, in the event that any of the provisions of this Agreement should ever be adjudicated to exceed the time, geographic, product or service, or other limitations permitted by applicable law in any jurisdiction, then such provisions shall be deemed reformed in such jurisdiction to the maximum time, geographic, product or service, or other limitations permitted by applicable law. If the covenants of Article V are determined to be wholly or partially unenforceable in any jurisdiction, such determination shall not be a bar to or in any way diminish Employer's right to enforce such covenants in any other jurisdiction. If, in any judicial or arbitration proceedings, a court of competent jurisdiction or arbitration panel should refuse to enforce all of the separate covenants and restrictions in this Article V, then such unenforceable covenants and restrictions shall be eliminated from the provisions of this Agreement for the purpose of such proceeding to the extent necessary to permit the remaining separate covenants and restrictions to be enforced in such proceeding.

5.10 Notwithstanding anything to the contrary in this Agreement or in any other agreement entered into between Employee and Employer or any of its affiliates, (including, without limitation, the Confidentiality & IP Agreement) (each such agreement, a "Relevant Agreement"), nothing in any Relevant Agreement (including, without limitation, the cooperation provisions in Section 5.06, the non-disparagement provisions in Section 5.07, the confidentiality provisions in the Confidentiality & IP Agreement, and the mandatory arbitration provisions in Section 6.09) prohibits Employee from: (a) voluntarily communicating with, or providing information to, any government agency or other regulator that is responsible for enforcing a law on behalf of the government (including, without limitation, the U.S. Equal Employment Opportunity Commission, the Department of Labor, the National Labor Relations Board, the Department of Justice, the Securities and Exchange Commission, Congress, and any Inspector General of any agency) regarding conduct or action undertaken or omitted to be taken by Employer or any of its affiliates that Employee reasonably believes is illegal or in material non-compliance with any financial disclosure or other regulatory requirement applicable to Employer or any of its affiliates; (b) providing truthful testimony or accurate information in connection with any investigation being conducted into the business or operations of Employer or any of its affiliates by any such government agency or other regulator; or (c) requires Employee to obtain the approval of, or give notice to, Employer or any of its employees or representatives to take any action permitted under clauses (a) or (b).

ARTICLE VI

MISCELLANEOUS

6.01 Benefit of Agreement and Assignment. This Agreement shall inure to the benefit of Employer and its respective successors and assigns (including, without limitation, any purchaser of all or substantially all of the assets of either of the foregoing) and shall be binding upon

Employer and its respective successors and assigns. This Agreement shall also inure to the benefit of and be binding upon Employee and Employee's heirs, administrators, executors and assigns. Employee may not assign or delegate Employee's duties under this Agreement without the prior written consent of Employer. Employer may, upon written agreement executed by Employer and consented to by Employee (whose consent shall not be unreasonably withheld), assign and transfer this Agreement to another entity; *provided*, that any such permitted assignment shall not relieve Employer from any continuing responsibility or liability arising by reason of any violation, breach or default committed by any such permitted assignee hereunder. Nothing in this Agreement shall preclude Employer from consolidating or merging into or with, or transferring all or substantially all of its assets to, or engaging in any other business combination with, any other Person *provided* (i) such Person expressly assumes this Agreement and all obligations and undertakings of Employer, as the case may be, hereunder and (ii) Employer shall continue to remain responsible and liable to Employee for or in connection with any violation, breach or default committed by any such Person hereunder. Upon such a consolidation, merger, transfer of assets or other business combination and assumption, the terms "Employer" as used herein shall mean such other person or entity and this Agreement shall continue in full force and effect unless otherwise terminated pursuant to the terms hereof.

6.02 Notices. Any notice required or permitted hereunder shall be in writing and shall be deemed to have been duly given and received: (i) on the date delivered if personally delivered and signed confirmation is received, (ii) upon receipt by the receiving Party of any notice sent by registered or certified mail (first-class mail, postage pre-paid, return receipt requested) (iii) upon written confirmation of receipt if delivered by electronic mail, or (iv) on the date delivered by nationally recognized overnight courier or similar courier service, in each case addressed to Employer or Employee, as the case may be, at the respective addresses indicated below or such other address as either Party may in the future specify in writing to the other in accordance with this Section 6.02:

in the case of Employer to:

DoubleVerify Inc.
462 Broadway
New York, New York 10013
Email: corporatesecretary@doubleverify.com
Attn: General Counsel

and in the case of Employee to, to him at his most recent address as shown on the books and records of Employer.

6.03 Entire Agreement. This Agreement, including the schedules and exhibits hereto, contains the entire agreement of the parties hereto with respect to the terms and conditions of Employee's employment during the Term and activities following termination of this Agreement and supersedes any and all prior agreements and understandings, whether written or oral, between the parties with respect to the subject matter of this Agreement. This Agreement may not be changed or modified except by an instrument in writing, signed by both Employer and Employee,

except (a) to the extent necessary to ensure comply with applicable law or stock exchange rules and (b) for such amendments or modifications that are not adverse to Employee.

6.04 Section 409A. It is intended that (1) each installment of the payments provided under this Agreement is a separate “payment” for purposes of Section 409A of the Code and (2) that the payments satisfy, to the greatest extent possible, the exemptions from the application of Section 409A of the Code provided under Treasury Regulations 1.409A-1(b)(4), 1.409A-1(b)(9)(iii), and 1.409A-1(b)(9)(v). Notwithstanding anything to the contrary in this Agreement, if Employer determines (i) that on the date Employee’s employment with Employer terminates or at such other times that Employer determines to be relevant, Employee is a “specified employee” (as such term is defined under Treasury Regulation 1.409A-1(i)) of Employer and (ii) that any payments to be provided to Employee pursuant to this Agreement are or may become subject to the additional tax under Section 409A(a)(1)(B) of the Code or any other taxes or penalties imposed under Section 409A of the Code if provided at the time otherwise required under this Agreement, then such payments shall be delayed until the date that is six months after the date of Employee’s “separation from service” (as such term is defined under Treasury Regulation 1.409A-1(h)) with Employer, or, if earlier, the date of Employee’s death. Any payments delayed pursuant to this Section 6.04 shall be made in lump sum on the first day of the seventh month following Employee’s “separation from service” (as such term is defined under Treasury Regulation 1.409A-1(h)), or, if earlier, the date of Employee’s death. In addition, to the extent that any reimbursement, fringe benefit or other, similar plan or arrangement in which Employee participates during the term of Employee’s employment under this Agreement or thereafter provides for a “deferral of compensation” within the meaning of Section 409A of the Code, (i) the amount eligible for reimbursement or payment under such plan or arrangement in one calendar year may not affect the amount eligible for reimbursement or payment in any other calendar year (except that a plan providing medical or health benefits may impose a generally applicable limit on the amount that may be reimbursed or paid), and (ii) subject to any shorter time periods provided herein or the applicable plans or arrangements, any reimbursement or payment of an expense under such plan or arrangement must be made on or before the last day of the calendar year following the calendar year in which the expense was incurred.

6.05 No Attachment. Except as required by law, no right to receive payments under this Agreement shall be subject to anticipation, commutation, alienation, sale, assignment, encumbrance, charge, pledge, or hypothecation or to execution, attachment, levy, or similar process or assignment by operation of law, and any attempt, voluntary or involuntary, to effect any such action shall be null, void and of no effect; *provided, however*, that nothing in this Section 6.05 shall preclude the assumption of such rights by executors, administrators or other legal representatives of Employer or his estate and their assigning any rights hereunder to the person or persons entitled thereto.

6.06 Source of Payment. All payments provided for under this Agreement shall be paid in cash from the general funds of Employer. Employer shall not be required to establish a special or separate fund or other segregation of assets to assure such payments, and, if Employer shall make any investments to aid it in meeting its obligations hereunder, Employee shall have no right,

title or interest whatever in or to any such investments except as may otherwise be expressly provided in a separate written instrument relating to such investments. Nothing contained in this Agreement, and no action taken pursuant to its provisions, shall create or be construed to create a trust of any kind, or a fiduciary relationship, between Employer and Employee or any other person. To the extent that any person acquires a right to receive payments from Employer hereunder, such right, without prejudice to rights which employees may have, shall be no greater than the right of an unsecured creditor of Employer.

6.07 No Waiver. The waiver by either Party of a breach of any provision of this Agreement shall not operate or be construed as a continuing waiver or as a consent to or waiver of any subsequent breach hereof.

6.08 Headings. The Article and Section headings in this Agreement are for the convenience of reference only and do not constitute a part of this Agreement and shall not be deemed to limit or affect any of the provisions hereof.

6.09 Governing Law; Dispute Resolution. This Agreement, and all matters arising directly or indirectly from this Agreement, shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York, without giving effect to the choice of law provisions thereof. Any unresolved controversy or claim arising out of or relating to this Agreement, except (i) as otherwise provided in this Agreement or (ii) with respect to which a Party seeks injunctive or other equitable relief, shall be submitted to arbitration by one arbitrator. In connection with any arbitration conducted pursuant to this Agreement, an arbitrator will be selected in accordance with the rules of the American Arbitration Association (the "AAA") then in effect. The arbitration proceedings shall take place in New York City, in accordance with the rules of the AAA then in effect, and judgment upon any award rendered in such arbitration will be binding and may be entered in any court having jurisdiction thereof. There shall be limited discovery prior to the arbitration hearing as follows: (a) exchange of witness lists and copies of documentary evidence and documents relating to or arising out of the issues to be arbitrated, (b) depositions of all Party witnesses and (c) such other depositions as may be allowed by the arbitrators upon a showing of good cause. Depositions shall be conducted in accordance with the New York Code of Civil Procedure. The arbitrator shall be required to provide in writing to the Parties the basis for the award or order of such arbitrator. A court reporter shall record all hearings, with such record constituting the official transcript of such proceedings. Each Party will bear its own costs in respect of any disputes arising under this Agreement. The arbitrator shall be directed to award the arbitrator's compensation charges and the administrative fees of the AAA to the prevailing Party. The Parties knowingly and voluntarily agree to this arbitration provision and acknowledge that arbitration shall be instead of any civil litigation, meaning that the Parties each are WAIVING ANY RIGHTS TO A JURY TRIAL. Each Party certifies and acknowledges that (w) no representative of the other Party has represented, expressly or otherwise, that the other Party would not seek to enforce the foregoing waiver in the event of a legal action, (x) it has considered the implications of this waiver, (y) it makes this waiver knowingly and voluntarily, and (z) it has decided to enter into this agreement in consideration of, among other things, the mutual waivers and certifications in this section. Each of the Parties to this Agreement consents to personal

jurisdiction and venue for any equitable action sought in the United States District Court for the Southern District of New York and any state court in the State of New York that is located in New York County (and in the appropriate appellate courts from any of the foregoing).

6.10 Validity Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement and such invalid, illegal and unenforceable provision shall be reformed and construed so that it will be valid, legal, and enforceable to the maximum extent permitted by law.

6.11 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together will constitute one and the same instrument.

6.12 Agreement to Take Actions. Each Party to this Agreement shall execute and deliver such documents, certificates, agreements and other instruments, and shall take all other actions, as may be reasonably necessary or desirable in order to perform his or its obligations under this Agreement.

6.13 Counsel. Employer has previously recommended that Employee engage counsel to assist him in reviewing this Agreement and all other matters relating to his employment arrangements hereunder.

[The remainder of this page is intentionally blank.

Signatures contained on the following page.]

IN WITNESS WHEREOF, the Parties have duly executed this Employment Agreement as of the date first written above.

EMPLOYER:

DoubleVerify Inc.

By: /s/ Mark Zagorski

Name: Mark Zagorski

Title: Chief Executive Officer

EMPLOYEE:

/s/ Steven Mougis

Steven Mougis

Exhibit A

Confidentiality and Intellectual Property Assignment Agreement

[to be attached]

Confidentiality, Unfair Competition, Intellectual Property
Assignment and Non-Solicitation
(for U.S. Based Employees)

THIS UNDERTAKING (“Undertaking”) is entered into effect as of the _____, 2025 by _____, an individual residing at _____ (address) (the “Employee”).

WHEREAS Employee wishes to be employed by DoubleVerify Inc., a Delaware corporation (the “Company”); and

WHEREAS the Company wishes to employ Employee, subject to Employee’s executing this Undertaking in the Company’s favor.

NOW, THEREFORE, Employee undertakes and warrants towards the Company and any subsidiary and parent entity of the Company as follows:

1. Confidential Information

- 1.1. Employee acknowledges that Employee will have access to trade secrets and confidential and proprietary information, including information concerning activities of the Company and any of its subsidiaries and affiliated companies, now or in the future (collectively, the “Group”), and that Employee will have access to technology regarding the product research and development, patents, copyrights, customers, suppliers (including customers and/or suppliers lists), marketing plans, strategies, forecasts, trade secrets, test results, formulas, processes, data, know-how, improvements, inventions, techniques and products (actual or planned) of the Group. Such information in any form or media, whether documentary, written, oral or computer generated, shall be deemed to be and referred to herein as “Proprietary Information”.
- 1.2. Subject to Section 1.5 and Section 1.6, Employee shall not, without the prior consent of the Company, disclose to any person or entity any Proprietary Information, whether oral or in writing or in any other form, obtained by Employee while in the employ of the Company (including, but not limited to, the processes and technologies utilized and to be utilized in the Group’s business, the methods and results of the Group’s research, technical or financial information, employment terms and conditions of the Employee and other Group’s employees or any other information or data relating to the business of the Group or any information with respect to any of the Group’s customers, partners and suppliers).
- 1.3. Proprietary Information shall be deemed to include any and all proprietary information disclosed by or on behalf of the Group irrespective of form, but excluding information that has become a part of the public domain not as a result of a breach of this Undertaking by Employee.
- 1.4. Employee agrees that all memoranda, books, notes, records (contained on any media whatsoever), charts, formulae, specifications, lists and other documents made, compiled, received, held or used by Employee while in the employ of the Company, concerning any phase of the Group’s business or its trade secrets (the “Materials”), shall be the Company’s sole property and all originals or copies thereof shall be delivered by Employee to the Company upon termination of Employee’s employment for any reason whatsoever, or at any earlier or other time at the request of the Company, without Employee retaining any copies thereof. If Employee works or resides in California, the foregoing agreement shall be subject to California Labor Code 2870, a copy of which is included in **Exhibit A**.

- 1.5. Employee recognizes that the Company, after signing Non-Disclosure Agreements, has received and will receive from third parties their confidential or proprietary information, and Employee undertakes to hold all such confidential or proprietary information in strict confidence and not to disclose it to any person or entity or to use it except as necessary in carrying out Employee's employment duties.
- 1.6. **Protected Rights.** Employee understands that nothing contained in this Undertaking limits Employee's ability to file a charge or complaint with the Securities and Exchange Commission, or any other federal, state, or local governmental regulatory or law enforcement agency ("Government Agencies"). Employee further understands that nothing in this Undertaking limits Employee's ability to communicate with any Government Agencies or otherwise participate in or fully cooperate with any investigation or proceeding that may be conducted by any Government Agency, including providing documents or other information, without notice to or approval from the Company. Employee can provide confidential information to Government Agencies without risk of being held liable by the Company for liquidated damages or other financial penalties. This Undertaking also does not limit Employee's right to receive an award for information provided to any Government Agencies. Additionally, nothing in this Undertaking in any way prohibits or is intended to restrict or impede the Employee from exercising protected rights to the extent that such rights cannot be waived by agreement, including disclosing or discussing sexual assault or harassment occurring in the workplace, at work-related events, or between employees off the employment premises.
- 1.7. **DTSA Disclosure.** Employee is hereby advised of the following protections provided by the Defend Trade Secrets Act of 2016, 18 U.S. Code § 1833(b), and nothing in this Undertaking shall be deemed to prohibit the conduct expressly protected by 18 U.S. Code § 1833(b):

(1) An individual shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that—(A) is made—(i) in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

(2) An individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual—(A) files any document containing the trade secret under seal; and (B) does not disclose the trade secret, except pursuant to court order.

2. Unfair Competition and Solicitation

- 2.1. Employee acknowledges that the provisions of this Undertaking are reasonable and necessary to legitimately protect the Group's Proprietary Information, its property (including intellectual property) and its goodwill (the "**Group's Major Assets**") and are reasonable, especially in light of the consideration and benefits payable to Employee pursuant to Employee's employment arrangement with the Company. Employee further acknowledges that Employee has carefully reviewed the provisions of this Undertaking, fully understands the consequences thereof and has assessed the respective advantages and disadvantages to Employee of entering into this Undertaking.

In light of the above provisions and in addition to any other undertaking herein or in any other agreement containing restrictive covenants between Employee and the Company, subject, as applicable, to the state specific provisions included in Exhibit A attached hereto, Employee hereby undertakes:

- 2.1.1. That during the Non-Compete Period, Employee shall not, without the Company's prior written authorization, anywhere in the world, (i) own, operate, control, manage, finance, establish or open any business enterprise of any nature that competes with any

part of the Group's Business or (ii) 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 that competes with any part of the Group's Business, if such involvement is reasonably likely to involve or require the use or disclosure of any of the Group's Major Assets or require Employee to compete against any part of the Group's Business. Employee acknowledges and agrees that, because the Company's business is dependent on the Internet and can be conducted from anywhere in the world, the worldwide scope of the foregoing restriction is reasonable and appropriate and is necessary for the protection of the Company's legitimate business interests.

- 2.1.2. That during the term of Employee's employment with the Company and for eighteen (18) months thereafter, Employee shall not solicit or call upon any Restricted Customer for the purpose of offering or providing any product or service that is similar to or competitive with any products or service offered by the Company.
- 2.1.3. That during the term of Employee's employment with the Company and for twelve (12) months thereafter, Employee shall not, directly or indirectly, solicit or recruit for employment any employee of the Company or otherwise encourage any employee of the Company to terminate their employment with the Company.
- 2.2. For purpose of this Section 2:
- 2.2.1. the term "**Non-Compete Period**" means the term of Employee's employment with the Company and a period of:
- twelve (12) months thereafter, if Employee has a level of "E7" or above as of the date of Employee's termination;
 - six (6) months thereafter, if Employee has a level of "M6" or below as of the date of Employee's termination and the Employee's position as of the date of Employee's termination is classified by the Company as exempt from overtime; and
 - zero (0) months thereafter, if Employee has a level below "E7" as of the date of Employee's termination and the Employee's position as of the date of Employee's termination is classified by the Company as non-exempt from overtime.
- 2.2.2. the term the "**Group's Business**" means (i) the verification and measurement of the quality of digital advertising, (ii) any substantially related business performed or marketed by the Company or its subsidiaries and in which Employee was materially involved during the period of Employee's employment with the Company or its subsidiaries and (iii) any material new line of business or new market, which the Company or its subsidiaries was planning to enter (or any new product or service, which the Company or its subsidiaries was planning to market and/or sell) during Employee's employment with the Company and such planning was known to Employee and with respect to which the Company had access to confidential information; and
- 2.2.3. the term "**Restricted Customer**" shall mean any customer of the Company (a) with which Employee had material business contact on behalf of the Company during the last 24 months of Employee's employment with the Company, or (b) about which Employee obtained confidential information during the last 24 months of Employee's employment with the Company.

3. Ownership of Inventions

- 3.1. **Inventions and Intellectual Property Rights.** As used in this Undertaking, the term "**Invention**" means any ideas, concepts, information, materials, writings, technology, inventions, techniques, methods, research, proposals, processes, data, programs, know-

how, improvements, discoveries, developments, designs, artwork, formulae, other copyrightable works, techniques and all other work product of any nature whatsoever and all Intellectual Property Rights in the foregoing. The term “**Intellectual Property Rights**” means all present and future worldwide trade secrets, copyrights, trademarks, mask work rights, patents, Moral Rights and other proprietary or intellectual property rights, existing now or in the future, all applications, registrations, reversions, provisionals, rights to claim priority, and issuances for any of the foregoing, all goodwill associated with any of the foregoing, and all rights to sue, enforcement rights, and rights to collect royalties or other amounts and for past, current, and future infringement, misappropriation or other violation of any of the foregoing. The term “**Moral Rights**” means any right (a) to claim or disclaim authorship of a work, (b) to object to any distortion, mutilation, or other modification or other derogatory action in relation to a work or (c) to object to any purpose, product, service, cause or institution in respect of which a work has been associated, in each case of (a), (b) and (c), whether or not such action would be prejudicial to the author’s reputation, and any similar right, existing under common or statutory law of any country in the world or under any treaty, regardless of whether or not such right is denominated or generally referred to as a “moral right.”

- 3.2. **Prior Inventions; Source Code.** Employee agrees that Employee will not incorporate, or permit to be incorporated, Prior Inventions (defined below) in any Company Inventions (defined below) without Company’s prior written consent. In addition, Employee agrees that Employee will not incorporate into any Company software or otherwise deliver to Company any software code licensed under the GNU GPL or LGPL or any other license that, by its terms, requires or conditions the use or distribution of such code on the disclosure, licensing, or distribution of any source code owned or licensed by Company. Employee has disclosed on **Exhibit B** a complete list of all Inventions that Employee has, or has caused to be, alone or jointly with others, conceived, developed, or reduced to practice prior to the commencement of Employee’s employment by Company, in which Employee has an ownership interest or which Employee has a license to use, and that Employee wishes to have excluded from the scope of this Undertaking (collectively referred to as “**Prior Inventions**”). If no Prior Inventions are listed in **Exhibit B**, Employee warrants that there are no Prior Inventions. If, in the course of Employee’s employment with Company, Employee incorporates a Prior Invention into a Company process, machine or other work, Employee hereby grants Company a non-exclusive, perpetual, fully-paid and royalty-free, irrevocable and worldwide license, with rights to sublicense through multiple levels of sublicensees, to reproduce, make derivative works of, distribute, publicly perform, and publicly display in any form or medium, whether now known or later developed, make, have made, use, sell, import, offer for sale, and exercise any and all present or future rights in, such Prior Invention.
- 3.3. **Assignment of Company Inventions.** Employee also acknowledges and agrees that any Company Invention (defined below) consisting of copyrightable subject matter is a “work made for hire” as defined in the Copyright Act of 1976 (17 U.S.C. § 101) and shall be owned by Company. To the extent the foregoing does not apply, Employee hereby irrevocably assigns to Company all Employee’s right, title, and interest in and to any and all Inventions (and all Intellectual Property Rights with respect thereto) that are or were (including prior to the date of this Undertaking) made, conceived, created, developed, discovered, reduced to practice, or learned by him/her, either alone or with others, during Employee’s period of employment or engagement by Company and (a) relate in any way to the business or contemplated business, products, activities, services, research, or development of the Company or (b) result from any work performed by Employee for Company (“**Company Inventions**”).
- 3.4. **Moral Rights.** To the maximum extent permitted by law, Employee hereby irrevocably waives in favor of the Company any and all claims Employee may now or hereafter have in any jurisdiction to any and all Moral Rights in or with respect to the Company Inventions.
- 3.5. **Enforcement of Intellectual Property Rights and Assistance.** During the period of Employee’s employment and thereafter, Employee will cooperate with and assist the

Company in in taking all further actions (including the execution and delivery of documents) necessary, or reasonably requested by the Company, to evidence, record, obtain, perfect, register, maintain, protect, defend and enforce the Company's rights worldwide in the Company Inventions and otherwise carry out the purposes of this Undertaking. In the event Company is unable to secure Employee's signature on any document needed in connection with the foregoing, Employee hereby irrevocably designates and appoints the Company and its duly authorized officers and agents as Employee's agent and attorney in fact, which appointment is coupled with an interest, to act on Employee's behalf to execute and file any such documents and to do all other lawfully permitted acts to further the application for or prosecution, issuance, maintenance or transfer of any Company Inventions or to otherwise carry out the purposes of this Undertaking with the same legal force and effect as if originally executed by Employee.

4. Third Party Information

- 4.1. Employee will not disclose to the Company any proprietary or confidential information belonging to any third party, including any prior or current employer or contractor, unless the written approval of that third party was received.
- 4.2. Employee recognizes that the Company may receive in the future from third parties their confidential or proprietary information, subject to a duty on the Company's part to maintain the confidentiality of such information and to use it only for certain limited purposes. Employee undertakes to hold all such confidential or proprietary information in the strictest confidence and not to disclose it to any person or entity or to use it except as necessary in carrying out his services for the Company, consistent with the Company's agreement with such third party.

5. General

- 5.1. **Severability.** The Employee acknowledges that the provisions of this Undertaking serve as an integral part of the terms of employment and reflects the reasonable requirements of the Company in order to protect its legitimate interests. If any provision of this Undertaking (including any sentence, clause or part thereof) shall be adjudicated to be invalid or unenforceable, such provision shall be deemed amended to delete there from the portion thus adjudicated to be invalid or unenforceable, such deletion to apply only with respect to the operation of such provision in the particular jurisdiction in which such adjudication is made. 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.
- 5.2. **Survival.** The provisions of this Undertaking shall continue and remain in full force and effect following the termination of the employment relationship between the Company and the Employee for whatever reason. This Undertaking shall not serve in any manner as to derogate from any of the Employee's obligations and liabilities under any applicable law and/or under any other agreement with the Company.
- 5.3. **Condition of Employment.** Employee acknowledges that execution of this Undertaking is a condition of employment by the Company and the disclosure of any Proprietary Information.
- 5.4. **Employment at Will.** Employee agrees and understands that Employee's employment is voluntary and of indefinite duration and that nothing in this Undertaking shall confer any right with respect to continuation of employment by the Company or shall interfere in any way with Employee's right or the Company's right to terminate Employee's employment at any time, with or without cause and with or without advance notice. Employee also acknowledges that any representations to the contrary, whether written, oral, or implied by any Company conduct or practice, are unauthorized and void unless contained in a formal written employment contract signed by Employee and by the President of the Company.

- 5.5. **Governing Law.** Subject to any applicable mutual arbitration agreement this Undertaking and any action related thereto will be governed, controlled, interpreted, and defined by and under the laws of the State of New York, without giving effect to any conflicts of laws principles that require the application of the law of a different state.
- 5.6. **Injunctive Relief.** Employee acknowledges that, because Employee’s services are personal and unique and because Employee will have access to Proprietary Information of the Company, any breach of this Undertaking by Employee would cause irreparable injury to the Company for which monetary damages would not be an adequate remedy and, therefore, any such threatened or actual breach will entitle the Company to injunctive relief (including specific performance). The rights and remedies provided to each party in this Undertaking are cumulative and in addition to any other rights and remedies available to such party at law or in equity.
- 5.7. **Waiver.** Any waiver or failure to enforce any provision of this Undertaking on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.
- 5.8. **Export.** Employee agrees not to export, directly or indirectly, any U.S. technical data acquired from Company or any products utilizing such data, to countries outside the United States that would be in violation of the United States export laws or regulations.

Name of Employee

Signature

Date



State Specific Restrictive Covenant Administration

Exhibit A

If the Employee is employed in a state listed below, the provisions set forth under that jurisdiction shall apply to the Undertaking, which may be in lieu of, or in addition to, the provisions set forth above in the Undertaking, as the context requires. In the event of any conflict between the Undertaking and the applicable provisions of this Exhibit A, the applicable provisions of this Exhibit A shall control.

California

- An Employee who works or resides in the State of California is herein referred to as a “**California Employee**.” During all time periods that an Employee is a California Employee, the following terms will apply to such individual:
 - Section 2.1.1 of the Undertaking will not apply following the termination of employment of a California Employee.
 - For the purposes of Section 2.1.2, a California Employee shall not use any of the Company’s trade secrets (as defined in California Civ. Code section 3426.1 and/or the federal Defend Trade Secrets Act, 18 USC 1839) in order to solicit or call upon any Restricted Customer for the purpose of offering or providing any product or service that is similar to or competitive with any products or service offered by the Company.
 - Solely for purposes of Section 2 of the Undertaking as it applies to a California Employee, all references in Sections 5.5 and 5.7 to the State of New York shall be replaced by reference to the State of California.

California Employees are hereby notified that Section 2870 of the California Labor Code is as follows:

- (a) Any provision in an employment agreement which provides that an employee shall assign, or offer to assign, any of their rights in an invention to their employer shall not apply to an invention that the employee developed entirely on their own time without using the employer’s equipment, supplies, facilities, or trade secret information except for those inventions that either:
 - (1) Relate at the time of conception or reduction to practice of the invention to the employer’s business, or actual or demonstrably anticipated research or development of the employer; or
 - (2) Result from any work performed by the employee for the employer.
- (b) To the extent a provision in an employment agreement purports to require an employee to assign an invention otherwise excluded from being required to be assigned under subdivision (a), the provision is against the public policy of this state and is unenforceable.

Illinois

- An Employee who works or resides in the State of Illinois has the right to consider the terms of the Undertaking and this Exhibit A for at least fourteen (14) days and to consult with an attorney before signing the Undertaking.

Massachusetts

- An Employee who works or resides in the State of Massachusetts for at least thirty (30) days prior to the termination of the Employee's employment with the Company or a subsidiary is herein referred to as a "**Massachusetts Employee.**" During all time periods that an Employee is a Massachusetts Employee, the following terms will apply to such individual:
 - The Restrictive Covenant set out in Section 2.2.1 of the Undertaking shall not apply following the termination of employment of a Massachusetts Employee whose employment is terminated by the Company without cause (including pursuant to a lay off).
 - A Massachusetts Employee has the right to consult with an attorney before signing the Undertaking.
 - A Massachusetts Employee who is eligible to receive an award of restricted stock units in the Company hereby expressly acknowledges and agrees that the award of restricted stock Units is sufficient and mutually agreed-upon consideration for the Massachusetts Employee's agreement to be bound by the noncompetition covenant contained in Section 2.1.1.
 - If a Massachusetts Employee is not eligible to receive an award of restricted stock units in the Company, the noncompetition covenant contained in Section 2.2.1 of the Undertaking will apply following termination of Employee's employment only if (i) the Company does not waive the restrictions set forth therein at the time of termination of Employee's employment and (ii) the Company pays Employee at a rate equal to fifty percent (50%) of Employee's highest annualized base salary within the two (2) years immediately preceding termination of Employee's employment for the duration of the noncompetition covenant that follows such termination (the "**Noncompetition Payments**"); provided, that Employee's right to receive and retain any Noncompetition Payments is conditioned on Employee's compliance in full with the covenant contained in the Undertaking; and provided, further, that any severance payments that Employee is eligible to receive with respect to any given pay period pursuant to this provision or any severance plan or policy of the Company shall be reduced by the amount of any Noncompetition Payments Employee receives with respect to the same pay period. For the avoidance of doubt, if the Company elects to waive the noncompetition restrictions set forth in Section 2.2.1 at the time of termination, it will have no obligation to pay Employee any Noncompetition Payments. Any Noncompetition Payments that the Company elects to pay Employee will be payable as salary continuation in accordance with the Company's regular payroll practices, consistent with the requirements for the payment of wages under section 148 of chapter 149 of the Massachusetts general laws.
 - Solely for purposes of Section 2.1.1 of the Undertaking as it applies to a Massachusetts Employee, all references in Sections 5.5 and 5.7 to the State of New York shall be replaced by reference to the State of Massachusetts.

Washington

- An Employee who works or resides in the State of Washington is herein referred to as a "**Washington Employee.**" During all time periods that an Employee is a Washington Employee, the following terms will apply to such individual:
 - The non-competition covenant set out in Section 2.1.1 of the Undertaking (i) shall not apply to any Washington Employee whose compensation is less than the minimum amounts required by Revised Code of Washington Chapter 49.62 as of the date of the Employee's termination of employment with or services for the Company and (ii) shall not apply

following the termination of employment of a Washington Employee whose employment is terminated pursuant to a layoff.

- Solely for purposes of Section 2.2.1 of the Undertaking as it applies to a Washington Employee, all references in Sections 5.5 and 5.7 to the State of New York shall be replaced by reference to the State of Washington.

EXHIBIT B
INVENTIONS

Prior Inventions Disclosure. The following is a complete list of all Prior Inventions:

- None
- See immediately below:

**DOUBLEVERIFY HOLDINGS, INC.
2021 OMNIBUS EQUITY INCENTIVE PLAN**

Performance-Based Restricted Stock Unit Award Agreement

THIS AGREEMENT (this “**Award Agreement**”), is made effective as of the date specified on the Grant Notice (the “**Grant Date**”), by and between DoubleVerify Holdings, Inc., a Delaware corporation (the “**Company**”), and the Participant specified on the Grant Notice (the “**Participant**”). Certain capitalized terms used herein have the meanings given to them in Section 11. Capitalized terms used but not otherwise defined herein shall have the meanings so indicated in the DoubleVerify Holdings, Inc. 2021 Omnibus Equity Incentive Plan (the “**Plan**”). Please refer also to Appendix A-Country and State Specific Provisions, enclosed at the end of this Award Agreement.

RECITALS:

WHEREAS, the Board or the Committee has determined that it would be in the best interests of the Company and its stockholders to grant the performance-based restricted stock units provided for herein to the Participant pursuant to the Plan and the terms set forth herein.

NOW THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

1. Grant of Performance-Based Restricted Stock Units. The Company hereby grants to the Participant an Award of performance-based restricted stock units in the amount specified on the Grant Notice (each, a “**PSU**”), on the terms and conditions set forth in the Plan and this Award Agreement, subject to adjustment as set forth in the Plan. Appendix A to this Award Agreement includes certain provisions applicable to Participants resident in the jurisdictions set forth therein.

2. Vesting of the PSUs.

a. General. Subject to Section 2(b) and Section 4 hereof, the PSUs shall vest in accordance with the terms set forth on Exhibit A hereto, subject to the Participant’s continued Service through each applicable vesting date.

b. Effect of Change in Control. In the event of a Change in Control, the PSUs will be treated in accordance with Exhibit A. Except as set forth in Exhibit A, the PSUs, to the extent not then vested or forfeited and subject to the Participant’s continued Service on the date the Change in Control is consummated, shall accelerate and become fully vested immediately prior to and contingent upon a Change in Control.

3. Settlement.

a. Each Award shall be settled within 30 days following the date in which such Award becomes vested pursuant to Section 2.

b. Upon settlement of an Award, the Company shall deliver to the Participant or the Participant's Trustee (as applicable) a number of Shares equal to the aggregate number of PSUs that have previously vested and are not yet settled.

c. The Company shall not be liable to the Participant for damages relating to any delays in issuing the certificates to the Participant, any loss of the certificates or any mistakes or errors in the issuance of the certificates or in the certificates themselves. The Participant shall have none of the rights of a stockholder of the Company with respect to the PSUs unless and until Shares are issued to the Participant in accordance with this Section 3.

4. Termination of Service; Forfeiture. Except as otherwise set forth in Exhibit A, upon the termination of the Participant's Service for any reason at any time or if the Participant breaches a Restrictive Covenant, any and all of the unvested PSUs shall be forfeited without consideration therefor. Notwithstanding anything herein to the contrary, in the event that (a) the Participant's Service is terminated for Cause; (b) the Participant resigns at a time when the Participant's acts or omissions constitute grounds to terminate the Participant's Service for Cause without regard to any applicable cure rights or notice periods; or (c) the Participant breaches a Restrictive Covenant, the vested PSUs also shall be forfeited without consideration therefor.

5. Dividend Equivalent Rights. This Award is granted together with dividend equivalent rights (each, a "**Dividend Equivalent Right**"). Prior to the date of settlement of this Award, whenever a dividend is paid with respect to Shares, a corresponding Dividend Equivalent Right shall be credited with respect to each outstanding PSU then held by the Participant (determined on the basis of maximum performance), in an amount equal to the amount paid as a dividend in respect of one Share. Any such Dividend Equivalent Right shall be paid to the Participant on the same date as the associated PSU is settled. To the extent practicable, such Dividend Equivalent Right shall be paid in the same form as the dividend to which it relates. Each Dividend Equivalent Right shall be subject to the same vesting, forfeiture, settlement and other terms and conditions as are applicable to the PSU with respect to which it was credited at the time so credited. Participant acknowledges that Dividend Equivalent Rights shall be taxed as regular income and not under the regime of the 102 Capital Gains Award part of Capital Gain track.

6. Restrictive Covenants. As a condition to, and in consideration of, the grant of this Award, the Participant agrees to be bound by the covenants, restrictions and other obligations set forth in this Section 6 (the "**Restrictive Covenants**").

a. Confidentiality. Subject to Section 6(d), the Participant shall observe all of the Participant's obligations under and shall comply with the terms and conditions of the confidentiality, unfair competition, intellectual property assignment and non-solicitation agreement (the "**Confidentiality & IP Agreement**") entered into by and between the Company or its Subsidiaries and the Participant. The Participant's breach of a covenant, representation or warranty in the Confidentiality & IP Agreement shall be a breach of this Section 6(a).

b. Noncompetition; Nonsolicitation. The Participant acknowledges that during the Participant's Service, the Participant will create and have access to confidential information and to important business relationships. Accordingly, the Participant represents, warrants and covenants to the Company and its Subsidiaries that:

i. during the Non-Compete Period, the Participant shall not, without the Company's prior written authorization, anywhere in the world, (i) own, operate, control, manage, finance, establish or open any business enterprise of any nature that competes with any part of the Group's Business or (ii) 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 that competes with any part of the Group's Business, if such involvement is reasonably likely to involve or require the use or disclosure of any of the Group's Major Assets or require the Participant to compete against any part of the Group's Business (and the Participant acknowledges and agrees that, because the Company's business is dependent on the Internet and can be conducted from anywhere in the world, the worldwide scope of the foregoing restriction is reasonable and appropriate and is necessary for the protection of the Company's legitimate business interests), provided, that the foregoing shall not include the beneficial ownership solely as an unaffiliated, passive investor of less than five percent (5%) of any class of securities of any business, firm or entity having a class of equity securities actively traded on a national securities exchange, automated quotation system or over-the-counter market;

ii. during the term of Participant's Service and for eighteen (18) months thereafter, the Participant shall not solicit or call upon any Restricted Customer for the purpose of offering or providing any product or service that is similar to or competitive with any products or service offered by the Company; and

iii. during the term of the Participant's Service and for twelve (12) months thereafter, the Participant shall not, directly or indirectly, solicit or recruit for employment any employee of the Company or its Subsidiaries or otherwise encourage any employee of the Company or its Subsidiaries to terminate their employment with the Company or its Subsidiaries.

c. Non-Disparagement. Subject to Section 6(d), the Participant will not at any time make any statement, written or oral, to any person or entity, including in any forum or media, or take any action, in disparagement of the Company or its Subsidiaries, the Board or any of their respective current, former or future affiliates, or any current, former or future shareholders, partners, managers, members, officers, directors or employees of any of the foregoing (each, a "**Company Party**"), including negative references to or about any Company Party's services, policies, practices, documents, methods of doing business, strategies, objectives, shareholders, partners, managers, members, officers, directors or employees, or take any other action that may disparage any Company Party to the general public and/or any Company Party's officers, directors, employees, clients, suppliers, investors, potential investors, business partners or potential business partners.

d. Permitted Disclosures. Notwithstanding anything in this Agreement to the contrary, nothing in this Agreement (including Section 6(c)), the Confidentiality and IP Agreement or any other agreement between the Participant and Company or its affiliates (i) prohibits the Participant from providing truthful testimony or accurate information in connection with any investigation being conducted into the business or operations of the Company or any of its affiliates by any government agency or regulatory or law enforcement authority that is responsible for enforcing a law on behalf of the government or otherwise providing information to the appropriate government regulatory agency or body regarding conduct or action undertaken or omitted to be taken by the Company or any of its affiliates that the Participant reasonably believes is illegal or in material non-compliance with any financial disclosure or other regulatory requirement applicable to the Company or

any of its affiliates; (ii) requires the Participant to obtain the approval of, or give notice to, the Company or any of its employees or representatives to take any action permitted under clause (i); or (iii) shall bar or impede in any way the Participant's ability to seek or receive any monetary award or bounty from any governmental agency or regulatory or law enforcement authority in connection with protected "whistleblower" activity. Additionally, notwithstanding anything in this Agreement (including Section 6(c)), the Confidentiality and IP Agreement or any other agreement between the Participant and Company or its subsidiaries to the contrary, nothing in any such agreement shall be interpreted or applied in a manner that would conflict with the Participant's rights, if any, under the National Labor Relations Act.

e. Privacy. The Participant understands that (i) the Participant is or may be subject to certain privacy regulations and laws as in effect from time to time, (ii) the Company and its Subsidiaries have adopted policies and procedures concerning privacy and (iii) from time to time, the Company and its Subsidiaries undertake privacy obligations with its clients and other Persons with which the Company and its Subsidiaries do business (collectively, "**Privacy Obligations**"). The Participant shall comply with current and future Privacy Obligations.

f. Reasonable Restrictions/Damages Inadequate Remedy. The Participant acknowledges that the Company would not have granted the PSUs to the Participant if Participant had not agreed to the Restrictive Covenants. Participant agrees that such restrictions are reasonable and necessary to protect the legitimate business interests of the Company and its Subsidiaries and that any breach or threatened breach by the Participant of any Restrictive Covenant will result in immediate irreparable injury to the Company and its Subsidiaries for which a remedy at law would be inadequate. The Participant further acknowledges that the Restrictive Covenants will not prevent the Participant from earning a livelihood following the termination of the Participant's Service. Accordingly, the Participant acknowledges that the Company and its Subsidiaries shall be entitled to seek temporary, preliminary and permanent injunctive relief in any court of competent jurisdiction (without being obligated to post a bond or other collateral) in the event of any breach or threatened breach by the Participant of Restrictive Covenants and to an equitable accounting of all earnings, profits and other benefits arising, directly or indirectly, from such breach, which rights shall be cumulative and in addition to (rather than instead of) any other rights or remedies to which the Company and its Subsidiaries may be entitled at law or in equity. Any remedy specified by any provision of this Award Agreement shall, unless expressly providing to the contrary, be a nonexclusive remedy for that provision and shall not preclude any and all other remedies at law or in equity from also being applicable.

g. Separate Covenants. The parties intend that the Restrictive Covenants be given the broadest interpretation permitted by law. Accordingly, in the event that any of the provisions of this Award Agreement should ever be adjudicated to exceed the time, geographic, product or service, or other limitations permitted by applicable law in any jurisdiction, then such provisions shall be deemed reformed in such jurisdiction to the maximum time, geographic, product or service, or other limitations permitted by applicable law. If the Restrictive Covenants are determined to be wholly or partially unenforceable in any jurisdiction, such determination shall not be a bar to or in any way diminish the Company's or its Subsidiaries' right to enforce the Restrictive Covenants in any other jurisdiction. If, in any judicial or arbitration proceedings, a court of competent jurisdiction or arbitration panel should refuse to enforce all of the separate Restrictive Covenants, then such unenforceable covenants and restrictions shall be eliminated from the provisions of this Award Agreement for the purpose of such proceeding to the extent necessary to permit the remaining Restrictive Covenants to be enforced in such proceeding.

7. No Right to Continued Service. The granting of the PSUs shall impose no obligation on the Company or any Affiliate to continue the Service of the Participant and shall not lessen or affect any right that the Company or any Affiliate may have to terminate the Service of the Participant.

8. Withholding. The Company shall have the power and the right to deduct or withhold automatically from any payment or Shares deliverable under this Award Agreement, or require the Participant to remit to the Company, the minimum statutory amount to satisfy federal, state and local taxes, domestic or foreign, required by law or regulation to be withheld with respect to any taxable event arising as a result of this Award Agreement.

9. Transferability. Unless otherwise determined by the Committee, the Participant shall not be permitted to transfer or assign the any portion of an Award except in the event of death and in accordance with Section 15.8 of the Plan.

10. Adjustment of PSUs. Adjustments to the PSUs (or any Shares underlying the PSUs) shall be made in accordance with the terms of the Plan.

11. Definitions. For purposes of this Award Agreement:

a. **“Cause”** has the meaning set forth in the Participant’s employment agreement or other services agreement with the Company or any of its Subsidiaries. If the Participant does not have an employment agreement or other services agreement with the Company or any of its Subsidiaries or if “Cause” (or a similar word or phrase) is not defined in any such agreement, “Cause” means, with respect to the Participant, (i) commission of or indictment for, pleading guilty or no contest to, a felony, a gross misdemeanor or any crime involving moral turpitude; (ii) misconduct or any unlawful act that is materially injurious or detrimental to the reputation or financial interests of the Company; (iii) substantial failure to perform Participant’s duties, as specified by the Company or any of its Subsidiaries, diligently and in a manner consistent with prudent business practice; (iv) substantial violation of, or intentional failure or refusal to comply with, the written policies and procedures of the Company or its Subsidiaries (including any policy regarding engaging in any discriminatory or sexually harassing behavior or other policies of general applicability relating to the conduct of employees, directors, officers or consultants of the Company or its Subsidiaries); (v) theft of property of the Company or its Subsidiaries or falsification of documents of the Company or its Subsidiaries or dishonesty in their preparation; (vi) use of alcohol, illegal drugs or illegal controlled substances that has a material adverse impact on the Participant’s performance of services for the Company or its Subsidiaries or (vii) breach of any material provision of any agreement with the Company or its Subsidiaries, including any non-competition, non-solicitation or confidentiality provisions, or any other similar restrictive covenants to which the Participant is or may become a party with the Company or its Subsidiaries.

b. **“Good Reason”** has the meaning set forth in the Participant’s employment agreement or other services agreement with the Company or any of its Subsidiaries. If the Participant does not have an employment agreement or other services agreement with the Company or any of its Subsidiaries or if “Good Reason” (or a similar word or phrase) is not defined in any such agreement, “Good Reason” means the occurrence of one or more of the following events without the Participant’s written consent: (i) if the Participant is an executive officer of the Company, a material reduction in the Participant’s authority, duties or responsibilities with the Company and its Subsidiaries, (ii) any material reduction in Participant’s base salary and (iii) the requirement by the Company that the Participant relocate Participant’s principal place of service to

a location that increases the Participant's commute by at least fifty (50) miles; provided, however, that no event described herein shall constitute "Good Reason" unless (A) the Participant provides written notice of the event within thirty (30) days following the Participant's actual knowledge of the first occurrence of such Good Reason event, and (B) the Company or any of its Subsidiaries has not cured such event within sixty (60) days of receipt of such notice. For the avoidance of doubt, Good Reason shall not exist hereunder unless and until the sixty (60) day cure period following receipt by the Company of the Participant's written notice expires and the Company or any of its Subsidiaries shall not have cured such circumstances, and in such case, the Participant's service shall terminate for Good Reason on the day following expiration of such (60) day cure period.

c. "**Grant Notice**" means the Notice of Performance-Based Restricted Stock Unit Award Grant delivered to the Participant with this Award Agreement.

d. The "**Group**" means the Company and any of its Subsidiaries and affiliated companies, now or in the future.

e. The "**Group's Business**" means (i) the verification and measurement of the quality of digital advertising, (ii) any substantially related business performed or marketed by the Company or its Subsidiaries and in which the Participant was materially involved during the period of the Participant's Service and (iii) any material new line of business or new market, which the Company or its Subsidiaries was planning to enter (or any new product or service, which the Company or its Subsidiaries was planning to market and/or sell) during the Participant's Service and such planning was known to the Participant and with respect to which the Company had access to confidential information.

f. The "**Group's Major Assets**" means the Group's Proprietary Information, its property (including intellectual property) and its goodwill.

g. "**Non-Compete Period**" means the term of the Participant's Service and a period of:

- twelve (12) months thereafter, if the Participant has a level of "E7" or above as of the date of the Participant's termination;
- six (6) months thereafter, if the Participant has a level of "M6" or below as of the date of the Participant's termination and the Participant's position as of the date of Participant's termination is classified by the Company as exempt from overtime; and
- zero (0) months thereafter, if the Participant has a level below "E7" as of the date of the Participant's termination and the Participant position as of the date of the Participant's termination is classified by the Company as non-exempt from overtime.

h. "**Person**" means an individual, partnership, corporation, limited liability company, unincorporated organization or association, trust or joint venture, or other entity, or a Governmental Authority. "**Governmental Authority**" means any national, federal, state, provincial, county, municipal or local government, foreign or domestic, or the government of any political subdivision of any of the foregoing, or any entity, authority, agency, ministry or other similar body exercising executive, legislative, judicial, regulatory or administrative authority or functions of or pertaining to government, including any court, authority or other quasi-governmental entity established to perform any of such functions.

i. “**Proprietary Information**” means technology regarding the product research and development, patents, copyrights, customers, suppliers (including customers and/or suppliers lists), marketing plans, strategies, forecasts, trade secrets, test results, formulas, processes, data, know-how, improvements, inventions, techniques and products (actual or planned) of the Group, in each case in any form or media, whether documentary, written, oral or computer generated.

j. “**Restricted Customer**” shall mean any customer of the Company (a) with which the Participant had material business contact on behalf of the Company during the last 24 months of the Participant’s Service, or (b) about which the Participant obtained confidential information during the last 24 months of the Participant’s Service.

k. “**Securities Act**” means the Securities Act of 1933, as amended.

12. PSUs Subject to Plan. By entering into this Award Agreement, the Participant agrees and acknowledges that the Participant has received and read a copy of the Plan. The PSUs are subject to the terms and conditions of the Plan. In the event of a conflict between any term hereof and a term of the Plan, the applicable term of the Plan shall govern and prevail.

13. Choice of Law. This Award Agreement, and all claims or causes of action or other matters that may be based upon, arise out of or relate to this Award Agreement, shall be governed by and construed in accordance with the laws of the State of Delaware, excluding any conflict- or choice-of-law rule or principle that might otherwise refer construction or interpretation thereof to the substantive laws of another jurisdiction.

14. Consent to Jurisdiction. The Company and the Participant, by such Person’s execution hereof, (a) hereby irrevocably submit to the exclusive jurisdiction of the state and federal courts in the State of Delaware for the purposes of any claim or action arising out of or based upon this Award Agreement or relating to the subject matter hereof, (b) hereby waive, to the extent not prohibited by applicable law, and agree not to assert by way of motion, as a defense or otherwise, in any such claim or action, any claim that such Person is not subject personally to the jurisdiction of the above-named courts, that such Person’s property is exempt or immune from attachment or execution, that any such proceeding brought in the above-named court is improper or that this Award Agreement or the subject matter hereof may not be enforced in or by such court and (c) hereby agree not to commence any claim or action arising out of or based upon this Award Agreement or relating to the subject matter hereof other than before the above-named courts nor to make any motion or take any other action seeking or intending to cause the transfer or removal of any such claim or action to any court other than the above-named courts whether on the grounds of inconvenient forum or otherwise; provided, however, that the Company and the Participant may seek to enforce a judgment issued by the above-named courts in any proper jurisdiction. The Company and the Participant hereby consent to service of process in any such proceeding, and agree that service of process by registered or certified mail, return receipt requested, at such Person’s address specified pursuant to Section 17 is reasonably calculated to give actual notice.

15. WAIVER OF JURY TRIAL. TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW THAT CANNOT BE WAIVED, EACH PARTY HERETO HEREBY WAIVES AND COVENANTS THAT SUCH PARTY SHALL NOT ASSERT (WHETHER AS PLAINTIFF, DEFENDANT OR OTHERWISE) ANY RIGHT TO TRIAL BY JURY IN ANY FORUM IN RESPECT OF ANY ISSUE OR ACTION, CLAIM,

CAUSE OF ACTION OR SUIT (IN CONTRACT, TORT OR OTHERWISE), INQUIRY, PROCEEDING OR INVESTIGATION ARISING OUT OF OR BASED UPON THIS AWARD AGREEMENT OR THE SUBJECT MATTER HEREOF OR IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE TRANSACTIONS CONTEMPLATED HEREBY, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING. EACH PARTY HERETO ACKNOWLEDGES THAT SUCH PARTY HAS BEEN INFORMED BY THE OTHER PARTY HERETO THAT THIS SECTION 15 CONSTITUTES A MATERIAL INDUCEMENT UPON WHICH THEY ARE RELYING AND SHALL RELY IN ENTERING INTO THIS AWARD AGREEMENT. ANY PARTY HERETO MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION 15 WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF EACH SUCH PARTY TO THE WAIVER OF ITS RIGHT TO TRIAL BY JURY.

16. Securities Laws. Shares shall not be issued pursuant to this Award Agreement unless the issuance and delivery of such Shares comply with (or are exempt from) all applicable requirements of law, including, without limitation, the Securities Act, the rules and regulations promulgated thereunder, state securities laws and regulations, and the regulations of any stock exchange or other securities market on which the Company's securities may then be traded. The Company shall not be obligated to file any registration statement under any applicable securities laws to permit the purchase or issuance of any Shares. Any certificates for Shares may have an appropriate legend or statement of applicable restrictions endorsed thereon. If the Company deems it necessary to ensure that the issuance of Shares under this Award Agreement is not required to be registered under any applicable securities laws, the Participant shall deliver to the Company an agreement containing such representations, warranties and covenants as the Company may reasonably require.

17. Notices. Any notice or other communication provided for herein or given hereunder to a party hereto must be in writing, and shall be deemed to have been given (a) when personally delivered with confirmation of delivery, (b) upon transmission by electronic mail (and no error message is generated), (c) one business day after deposit with Federal Express or similar overnight courier service, or (d) three business days after being mailed by first class mail, return receipt requested. A notice shall be addressed to the Company at its principal executive office, attention Chief Executive Officer, and to the Participant at the address that the Participant most recently provided to the Company.

18. Consent to Electronic Delivery. By accepting this Award, the Participant agrees, to the fullest extent permitted by applicable law, in lieu of receiving documents in paper format, to accept electronic delivery of any documents that the Company or its Subsidiaries may be required to deliver in connection with the Plan. Electronic delivery of a document may be via e-mail or by reference to a location on a Company intranet site or a designated third-party vendor's internet site.

19. Entire Agreement. This Award Agreement (including any applicable provisions of Appendix A and Exhibit A hereto), the Grant Notice, the Plan and the Confidentiality and IP Agreement constitute the entire agreement and understanding among the parties hereto in respect of the subject matter hereof and supersede all prior and contemporaneous arrangements, agreements and understandings, whether oral or written and whether express or implied, and whether in term sheets, presentations or otherwise, among the parties hereto, or between any of them, with respect to the subject matter hereof; provided, that the Participant shall continue to be bound by any other confidentiality, non-competition, non-solicitation and other similar restrictive covenants contained in any other agreements between the Participant and the Company, its Affiliates and their respective predecessors to which the Participant is bound. In the event of any inconsistency between any Restrictive

Covenants and any restrictive covenants contained in such other agreements in effect on the Grant Date, that obligation that is most restrictive upon the Participant shall control.

20. Survival of Obligations. Forfeiture or termination of any or all of the PSUs or termination of the Participant's Service shall not affect the Participant's continuing obligations set forth in this Award Agreement, including the Restrictive Covenants, which obligations expressly survive the termination of the Participant's Service.

21. Amendment; Waiver. No amendment or modification of any term of this Award Agreement shall be effective unless signed in writing by or on behalf of the Company and the Participant, and made in accordance with the terms of the Plan. No waiver of any breach or condition of this Award Agreement shall be deemed to be a waiver of any other or subsequent breach or condition whether of like or different nature.

22. Successors and Assigns; No Third-Party Beneficiaries. The provisions of this Award Agreement shall inure to the benefit of, and be binding upon, the Company and its successors and assigns and upon the Participant and the Participant's heirs, successors, legal representatives and permitted assigns. Nothing in this Award Agreement, express or implied, is intended to confer on any person other than the Company and the Participant, and their respective heirs, successors, legal representatives and permitted assigns, any rights, remedies, obligations or liabilities under or by reason of this Award Agreement.

23. Signature in Counterparts; Electronic Signatures. This Award Agreement may be signed in counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. The Participant and the Company each agrees and acknowledges that the use of electronic media (including, without limitation, a clickthrough button or checkbox on a website of the Company or a third-party administrator) to indicate the Participant's confirmation, consent signature, agreement and delivery of this Award Agreement is legally valid and has the same legal force and effect as if the Participant and the Company signed and executed this Award Agreement in paper form. The same use of electronic media may be used for any amendment or waiver of this Award Agreement.

24. No Guarantees Regarding Tax Treatment. The Participants (or their beneficiaries) shall be responsible for all taxes with respect to the PSUs. The Committee and the Company make no guarantees regarding the tax treatment of the PSUs. Neither the Committee nor the Company has any obligation to take any action to prevent the assessment of any tax under Section 409A or Section 457A of the Code or otherwise, and none of the Company, any Affiliate or any of their employees or representatives shall have any liability to a Participant with respect thereto.

25. Compliance with Section 409A. The Company intends that the PSUs be structured in compliance with, or to satisfy an exemption from, Section 409A of the Code and all regulations, guidance, compliance programs and other interpretative authority thereunder ("**Section 409A**"), such that there are no adverse tax consequences, interest or penalties under Section 409A as a result of the PSUs. In the event the PSUs are subject to Section 409A, the Committee may, in its sole discretion, take the actions described in Section 12.1 of the Plan.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have executed this Award Agreement.

DOUBLEVERIFY HOLDINGS, INC.

Title: Authorized Officer

Agreed and acknowledged as
of the date first above written:

Participant

Exhibit A

This Exhibit A sets forth the vesting terms and conditions that apply to the PSUs.

50% of the PSUs will be designated as “**Financial PSUs**” and 50% of the PSUs will be designated as “**TSR PSUs**” as set forth in the applicable Grant Notice. The Financial PSUs and the TSR PSUs will vest and be earned based on the Company’s achievement of the Revenue Metric and Relative TSR, respectively, and the Participant’s continued Service, in accordance with the following. Capitalized terms used but not otherwise defined herein shall have the meanings so indicated in the Plan.

1. Financial PSUs.

a. Performance Period. The Financial PSUs will become eligible to vest based on the Company’s level of achievement of the Revenue Metric for the Performance Period commencing on January 1, 2025 and ending on December 31, 2025.

b. Determination of Performance Level. At the end of the Performance Period, the Committee will determine the number of Financial PSUs that are eligible to vest based on the level of achievement of the Revenue Metric (the “**Eligible Financial PSUs**”). The number of Eligible Financial PSUs will range from zero percent (0%) to one-hundred fifty percent (150%) of the total number of Financial PSUs.

The Eligible Financial PSUs will be determined based on the following:

Payout Level	Minimum	Threshold	Target	Maximum
Revenue Metric Achieved against Target	0%	95%	100%	105%
Eligible Financial PSUs	0%	50%	100%	150%

If the level of the Revenue Metric achieved exceeds 95% and falls between Threshold and Target or Target and Maximum, the number of Eligible Financial PSUs will be determined using straight-line linear interpolation between the applicable performance levels. In no event will the number of Eligible Financial PSUs exceed 150% of the total number of Financial PSUs. For the avoidance of doubt, but subject to the paragraph below, (x) if the Revenue Metric achieved is less than 95%, the number of Eligible Financial PSUs is zero (0) and (y) all Financial PSUs shall be forfeited and cancelled without any consideration therefor.

All determinations regarding the level of achievement of the Revenue Metric and the Eligible Financial PSUs will be made by the Committee in its sole discretion following the end of the Performance Period, and all such determinations shall be final and binding on all parties.

c. Vesting of Eligible Financial PSUs. One-third (1/3rd) of the Eligible Financial PSUs will vest on March 15, 2026 (the “2026 Vesting Date”), subject to the Participant’s continued Service through such date. The remaining portion of the Eligible Financial PSUs will vest quarterly in eight (8) equal installments as set forth in the applicable grant notice, subject in each case to the Participant’s continued Service through the applicable vesting date.

2. TSR PSUs.

a. Performance Period. The TSR PSUs will be eligible to vest on March 15, 2028 based on how the Company’s Total Shareholder Return or “TSR” ranks in comparison to the TSR of the companies that comprise the Russell 3000 Index (the “**Index Group**”) after the end of three-year Performance Period commencing January 1, 2025 and ending December 31, 2027 (“**Relative TSR**” or “**rTSR**”).

b. Calculation of TSR. TSR will be calculated as the change in share price as reported on the applicable exchange, including reinvestment of dividends (assuming dividend reinvestment on the ex-dividend date for any dividends with an ex-dividend date within the Performance Period). The beginning and ending prices for each share (including the Company’s) will be the simple average of the daily closing prices for that share of stock during the thirty (30) trading day period commencing on and immediately following the start of the Performance Period and ending up to and including the date that ends on the Performance Period. Appropriate adjustments in the TSR calculations will be made to reflect stock dividends, splits and other transactions affecting the various shares of stock, as determined by the Committee. Companies that are added to the Russell 3000 Index after the beginning of the Performance Period and companies that cease to be publicly-traded before the end of the Performance Period shall not be considered as part of the Index Group for the Performance Period. Companies that remain publicly-traded as of the end of the Performance Period but cease to be part of the Russell 3000 Index will be included in the Index Group in respect of the Performance Period.

c. Determination of Performance Level and Vesting of TSR PSUs. At the end of the Performance Period, the Committee will determine the number of TSR PSUs that will vest based on the Company’s Relative TSR, subject to the Participant’s continued Service through the applicable vesting date. The number of TSR PSUs that may vest during a Performance Period will range from zero percent (0%) to two hundred percent (200%) (the “**Applicable TSR Percentage**”) of the target number of TSR PSUs that were eligible to vest in the Performance Period, depending on actual performance during the Performance Period.

The Applicable TSR Percentage will be determined as follows:

Payout Level	Minimum	Threshold	Target	Maximum
rTSR	<33 rd Percentile	33 rd Percentile	55 th Percentile	90 th Percentile
Applicable TSR Percentage	0%	50%	100%	200%

If rTSR for a Performance Period is above the 33rd Percentile and falls between Threshold and Target or Target and Maximum, the Applicable TSR Percentage will be determined by the Committee using straight-line linear interpolation between the applicable performance levels. In no event will the Applicable TSR Percentage exceed 200% in respect of the Performance Period. For the avoidance of doubt, but subject to the paragraph below, (x) if the rTSR achieved is less than the 33rd Percentile, the number of TSR PSUs that will vest for the Performance Period is zero (0) and (y) such TSR PSUs shall be forfeited and cancelled without any consideration therefor.

All determinations regarding TSR, Relative TSR and the Applicable TSR Percentage will be made by the Committee in its sole discretion following the end of the Performance Period, and all such determinations shall be final and binding on all parties.

The percentile rTSR for a Performance Period shall be determined by ranking the companies within the Index Group from the highest to the lowest according to their respective TSRs and then calculating the Company's percentile ranking within the Index Group as follows:

$$P = 1 - \frac{(R-1)}{(N-1)}$$

where:

“P” represents the Company's percentile ranking within the Index Group, which will be rounded to the nearest whole percentile by application of regular rounding;

“N” represents the number of companies within the Index Group; and

“R” represents the Company's ranking among the Index Group.

For example, if there are 3000 companies in the Index Group (including the Company) and the Company's TSR ranks 333rd, the Company's rTSR is equal to the 89th percentile.

3. **Death and Permanent Disability.** Notwithstanding anything to the contrary set forth in this Exhibit A or the Award Agreement, if the Participant's Service terminates as a result of the Participant's death or Permanent Disability: (a) with respect to any then-outstanding PSUs for which the applicable Performance Period has ended, the Participant will vest in such PSUs based on the level of actual achievement of the applicable performance goal, and (b) with respect to any then-outstanding PSUs for which the applicable Performance Period has not yet ended, the Participant will vest in the number of such PSUs that would vest or become eligible to vest at the “Target” level of achievement, as determined pursuant to the tables in Sections 1 and 2 of this Exhibit A.

4. Effect of Change in Control.

a. Determination of Eligible PSUs. Upon a Change in Control, the Participant's outstanding PSUs for which the applicable Performance Period has not ended will, effective as of and contingent upon the occurrence of, the Change in Control, be converted into time-based Awards that vest solely based on the Participant's continued Service through the applicable vesting date on the basis set out in this Section 4. All determinations made pursuant to this Section 4(a) will be made by the Committee as constituted immediately prior to the Change in Control.

i. *Financial PSUs.* If a Change in Control occurs prior to the end of the Performance Period applicable to the Financial PSUs, the number of Eligible Financial PSUs will equal the greater of (i) the number of Eligible Financial PSUs that would be payable at the "Target" level of achievement and (ii) the number of Eligible Financial PSUs that would be payable based on actual achievement for the Performance Period, if the Committee determines that the level of achievement is determinable for such Performance Period. For the avoidance of doubt, if a Change in Control occurs following the Determination Date for the Financial PSUs that are outstanding as of the Change in Control, no adjustment will be made to the number of Eligible Financial PSUs.

ii. *TSR PSUs.* With respect to TSR PSUs that are outstanding as of the Change in Control and for which the Performance Period has not ended, the Applicable TSR Percentage will be determined using as the ending price (A) for companies in the Index Group other than the Company, the simple average of the daily closing prices for that share of stock during the thirty (30) trading day period immediately preceding and ending on the day preceding the Change in Control and (B) for the Company, the value of the consideration to be paid in the Change in Control transaction. The "**Eligible TSR PSUs**" for each Performance Period that has not ended as of the Change in Control will equal the product of (x) the Applicable TSR Percentage as determined under this Section 4(a)(ii) multiplied by (y) the total number of TSR PSUs that were eligible to vest in respect of the Performance Period.

b. Vesting of PSUs.

i. *Financial PSUs.* Following a Change in Control, the Eligible Financial PSUs, as determined by the Committee pursuant to Section 4(a)(i), will vest in accordance with the vesting schedule set out in Section 1(c), subject to the Participant's continued Service through the applicable vesting date.

ii. *TSR PSUs.* Following a Change in Control, the Eligible TSR PSUs, as determined by the Committee pursuant to Section 4(a)(ii), will vest in accordance with the vesting schedule set out in Section 2(a), subject to the Participant's continued Service through the applicable vesting date.

c. Double-Trigger Vesting of PSUs. If the Participant's employment is involuntarily (i.e., by the Company or its successor other than for Cause) or constructively (i.e., by the Participant with Good Reason) terminated within one year following a Change in Control at a time when any portion of the Eligible Financial PSUs or Eligible TSR PSUs are unvested, the unvested portion of such PSUs shall immediately vest in full.

d. Change in Control Vesting. Notwithstanding anything to the contrary set forth herein or in the Plan or Award Agreement, if the Board reasonably determines in good faith, prior to the occurrence of the Change in Control, that any PSUs outstanding as of the Change in Control will not be honored or assumed, or new rights substituted therefor that, in each case, give the Participant rights and entitlements substantially equivalent to or better than the rights and terms that would otherwise be applicable to the PSUs following a Change in Control pursuant to this Section 4, then the Eligible Financial PSUs and Eligible TSR PSUs, as determined pursuant to Sections 4(a)(i) and 4(a)(ii), respectively, will accelerate and become fully vested immediately prior to and contingent upon the Change in Control.

5. Definitions. For purposes of this Exhibit A:

a. “**Determination Date**” means the date on which the Committee determines the level of achievement of the Revenue Metric or Relative TSR metric, as applicable, in respect of a Performance Period.

b. “**Performance Period**” means (i) with respect to the Financial PSUs, a twelve-month period and (ii) with respect to the TSR PSUs, a 36-month period, in each case commencing on January 1 and ending on December 31 of the applicable year.

c. “**Revenue Metric**” means \$[●].

Appendix A

Country and State Specific Provisions

If the Participant is employed in a country or state listed below, the provisions set forth under that jurisdiction shall apply to the Award, which may be in lieu of, or in addition to, the provisions set forth above, as the context requires. In the event of any conflict between the Award Agreement and the applicable provisions of this Appendix A, the applicable provisions of this Appendix A shall control.

California

Section 6(b) of this Award Agreement will not apply to a Participant during the time period a Participant works in California, except to the extent Section 6(b) prevents the Participant from soliciting, either directly or indirectly, any employee of the Company or any of its Subsidiaries to terminate such Person's relationship with the Company or any of its Subsidiaries, for the Participant's own benefit or for the benefit of any other person or entity, which will remain in full force and effect. Further, notwithstanding any provision in Section 6 to the contrary, during the time period a Participant works in California, the Company and its Subsidiaries will not pursue, and a Participant who works in California will not consent to, the issuance of an injunction or a temporary restraining order under Section 6(e). Notwithstanding the foregoing, during the time period a Participant works outside of California, Sections 6(b) and Section 6(e) of this Award Agreement will apply without restriction to the fullest extent permitted by law.

Massachusetts

A Participant who works or resides in the State of Massachusetts for at least thirty (30) days prior to the termination of the Participant's employment with the Company or a Subsidiary is herein referred to as a "**Massachusetts Participant**." During all time periods that a Participant is a Massachusetts Participant, the following terms will apply to such individual:

- The Restrictive Covenant set out in Section 6(b)(i) of this Award Agreement (i) shall not become effective until ten (10) business days after this Award Agreement has been delivered to the Massachusetts Participant, (ii) shall not apply to any Massachusetts Participant who is classified by the Participant's employer as "non-exempt" under the Fair Labor Standards Act of 1938, as amended, and (iii) shall not apply following the termination of employment of a Massachusetts Participant whose employment is terminated by the Participant's employer without Cause (including pursuant to a lay off).
 - Each Massachusetts Participant, by accepting this Award of Performance-Based Restricted Stock Units, hereby expressly acknowledges and agrees that the award of Performance-Based Restricted Stock Units is sufficient and mutually agreed-upon consideration for the Participant's agreement to be bound by the Restrictive Covenants.
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- Solely for purposes of Section 6(b)(i) of this Award Agreement as it applies to a Massachusetts Participant, all references in Sections 14 and 15 to the State of Delaware shall be replaced by reference to the State of Massachusetts.

Washington

A Participant who works or resides in the State of Washington state is herein referred to as a “**Washington Participant.**” During all time periods that a Participant is a Washington Participant, the following terms will apply to such individual:

- The Restrictive Covenant set out in Section 6(b)(i) of this Award Agreement (i) shall not apply to any Washington Participant whose compensation is less than the minimum amounts required by Revised Code of Washington Chapter 49.62 as of the date of the Participant’s termination of employment or services, and (ii) shall not apply following the termination of employment of a Washington Participant whose employment is terminated pursuant to a layoff.
- Each Washington Participant, by accepting this Award of Performance-Based Restricted Stock Units, hereby expressly acknowledges and agrees that the award of Performance-Based Restricted Stock Units is sufficient and mutually agreed-upon consideration for the Participant’s agreement to be bound by the Restrictive Covenants.
- Solely for purposes of Section 6(b)(i) of this Award Agreement as it applies to a Washington Participant, all references in Sections 14 and 15 to the State of Delaware shall be replaced by reference to the State of Washington.

Non-US Employees Generally

For purposes of this Award Agreement, the date on which the Service of the Participant terminates shall be the last date on which the Participant ceases to provides Service to the Company or its applicable Subsidiary on a permanent basis, for any reason, whether the cessation of such Service is lawful or otherwise, without giving effect to any pay in lieu of notice, whether paid by way of lump sum or salary continuance, or any benefits continuation or other termination-related payments or benefits to which the Participant may be entitled pursuant to the common law, statute, contract or otherwise, except as may be expressly required by applicable law (e.g., active Service would not include any contractual notice period or any period of “garden leave” or similar period, if any). The Committee shall have the exclusive discretion to determine when the Participant is no longer actively providing Service for purposes of the Plan (including whether the Participant may still be considered to be a Service Provider while on a leave of absence). Without limiting the generality of the foregoing, and notwithstanding any other provision of this Award Agreement or the Plan, (a) the Participant shall have no right to receive any payment or other benefit as compensation, damages or otherwise, with respect to any portion of the Performance-Based Restricted Stock Unit that does not become vested, including due to forfeiture, termination and/or cancellation, whether related or attributable to any contractual, statutory or common law termination entitlements or otherwise, and (b) by accepting this Award the Participant hereby waives any claim or demand in respect of same.

By accepting the Award, the Participant expressly recognizes that (a) the Committee is solely responsible for the administration of the Plan; (b) because the Participant is participating in the Plan on a wholly commercial basis and on a wholly voluntary basis, the Participant's participation in the Plan and acquisition of Shares does not constitute an employment relationship between the Participant and the Company; (c) the Participant's sole employer is the Subsidiary of the Company with whom the Participant has a direct employment relationship; (d) the Plan and the benefits that the Participant may derive from participation in the Plan (i) do not establish any rights between the Participant and the Participant's employer, and (ii) do not form part of the employment conditions and/or benefits provided by the Participant's employer; and (e) any modification of the Plan or its termination shall not constitute a change or impairment of the terms and conditions of the Participant's employment. The Participant further understands that Participant's participation in the Plan is as a result of a unilateral and discretionary decision of the Committee; therefore, the Company reserves the absolute right to amend and/or discontinue the Participant's participation at any time without any liability to the Participant.

Data Privacy for Employees in the European Union and the United Kingdom

Section 15.11 of the Plan shall not apply to the Participant. The Participant acknowledges the collection, use and transfer, in electronic or other form, of personal data as described in this paragraph by and among, as applicable, the Company and its Affiliates and Subsidiaries for the exclusive purpose of implementing, administering and managing the Participant's participation in the Plan. The Company and its Affiliates and Subsidiaries may hold certain personal information about a Participant, including but not limited to, the Participant's name, home address and telephone number, date of birth, social security or insurance number or other identification number, salary, nationality, job title(s), any shares of stock held in the Company or any of its Affiliates or Subsidiaries, details of all Awards, in each case, for the purpose of implementing, managing and administering the Plan and Awards (the "**Data**"). The Company and its Affiliates and Subsidiaries may transfer the Data amongst themselves as necessary for the purpose of implementation, administration and management of a Participant's participation in the Plan. The Company and its Affiliates and Subsidiaries may each further transfer the Data to any third parties assisting the Company and its Affiliates and Subsidiaries in the implementation, administration and management of the Plan. These recipients may be located in the Participant's country, or elsewhere, and the Participant's country may have different data privacy laws and protections than the recipients' country. By accepting the Award, the Participant acknowledges that such recipients will receive, possess, use, retain and transfer the Data, in electronic or other form, for the purposes of implementing, administering and managing the Participant's participation in the Plan, including any requisite transfer of such Data as may be required to a broker or other third party with whom the Company or any of its Affiliates and Subsidiaries or the Participant may elect to deposit any Shares. The Data related to a Participant will be held only as long as is necessary to implement, administer and manage the Participant's participation in the Plan. The Participant may, at any time, request access to the Data held by the Company with respect to such Participant, request additional information about the storage and processing of the Data with respect to such Participant, recommend any necessary corrections to the Data with respect to the Participant or object to the processing of personal data, in any case without cost, by contacting the Participant's local human resources representative. The Participant has the right to make a complaint about the processing of the Data to the application data protection supervisory authority. The Company may cancel the Participant's ability to participate in the Plan and, in the Committee's discretion, the Participant may forfeit any outstanding Awards if the Participant objects to the processing of the Data as described herein as the processing of the Data is

necessary for the performance of the Award Agreement. For more information on the consequences of to the processing of personal information as described herein, the Participant may contact the Participant's local human resources representative.

Australia

Securities Law Information. The offering and resale of Shares acquired under the Plan to a person or entity resident in Australia may be subject to disclosure requirements under Australian law. The Participant should obtain legal advice regarding any applicable disclosure requirements prior to making any such offer.

Tax Information. The Plan is a plan to which subdivision 83A-C of the Income Tax Assessment Act 1997 (Cth) applies (subject to conditions in that Act).

Australian Securities Laws. If Participant acquires Shares under the Plan and resells them in Australia, the Participant may be required to comply with certain Australian securities law disclosure requirements.

Foreign Exchange. Participant acknowledges and agrees that: (a) it is the Participant's sole responsibility to investigate and comply with any applicable exchange control laws in connection with the inflow of funds from the vesting and exercise of Performance-Based Restricted Stock Units or subsequent sale of the Shares and any dividends (if any) and (b) the Participant shall be responsible for any reporting of inbound international fund transfers required under applicable law. The Participant is advised to seek appropriate professional advice as to how the exchange control regulations apply to the Participant's specific situation.

Brazil

Compliance with Law. By accepting the Performance-Based Restricted Stock Units, the Participant acknowledges the Participant's agreement to comply with applicable Brazilian laws and to pay any and all applicable taxes associated with the vesting and/or exercise of the Performance-Based Restricted Stock Units, and the sale of Shares acquired under the Plan.

Labor Law Acknowledgement. By accepting the Performance-Based Restricted Stock Units, the Participant agrees that (i) the Participant is making an investment decision, (ii) Shares will be issued to the Participant only if the vesting conditions are met and the Performance-Based Restricted Stock Units are exercised in accordance with their terms and (iii) the value of the underlying Shares is not fixed and may increase or decrease in value over the vesting period without compensation to the Participant.

Exchange Control Information. The Participant acknowledges that the Participant will be required to submit annually a declaration of assets and rights held outside of Brazil to the Central Bank of

Brazil if the aggregate value of such assets and rights is equal to or greater than US\$100,000. Assets and rights that must be reported include Shares acquired under the Plan.

Tax on Financial Transactions (IOF). The Participant acknowledges that repatriation of funds into Brazil and the conversion between Brazilian Reals and U.S. Dollars associated with such fund transfers may be subject to the Tax on Financial Transactions, and that it is the Participant's responsibility to comply with any applicable Tax on Financial Transactions arising from the Participant's participation in the Plan. The Participant should consult with the Participant's personal tax advisor for additional details.

Canada

Taxes. Notwithstanding any discretion in the Plan or anything to the contrary in this Award Agreement, the Participant shall be required to pay to the Participant's employer, or make other arrangements satisfactory to the Participant's employer to provide for the payment of, any taxes required to be withheld, collected or accounted for with respect to the Performance-Based Restricted Stock Units.

Resale Restrictions. Shares acquired under the Plan may be subject to certain restrictions on resale imposed by Canadian provisional securities laws. For the purposes of compliance with National Instrument 45-102 - Resale of Securities (and in Québec, Regulation 45-102 respecting Resale of securities, collectively "45-102"), the prospectus requirement does not apply to the first trade of Shares issued in connection with the Performance-Based Restricted Stock Units provided the conditions set forth in section 2.14 of 45-102 are satisfied. The Participant should consult the Participant's advisor prior to any resale of Shares.

Foreign Asset/Accounting Reporting Information. The Participant acknowledges that the Participant may be required to report foreign specified property (including Shares and rights to Shares such as vested and/or unvested Performance-Based Restricted Stock Units) on form T1135 (Foreign Income Verification Statement) if the total cost of the Participant's foreign specified property exceeds C\$100,000 at any time in the year. If applicable, the form must be filed by April 30 of the following year. When Shares are acquired, their cost generally is the adjusted cost base ("ACB") of the stock. The ACB ordinarily would equal the fair market value of the stock at the time of acquisition, but if the Participant owns other shares of the same company, this ACB may have to be averaged with the ACB of the other stock. The Participant should refer to form T1135 (Foreign Income Verification Statement) and consult the Participant's tax advisor for further details.

Data Privacy Notice and Consent. The Participant hereby authorizes the Company, its Subsidiaries and their respective representatives to discuss with and obtain all relevant information from all personnel, professional or not, involved in the administration and operation of the Plan. The Participant further authorizes the Company and the Participant's employer to disclose and discuss the Participant's participation in the Plan with the Company's and such employer's advisors. Finally, the Participant authorizes the Company and the Participant's employer to record such information and to keep such information in the Participant's employee file.

The following provisions apply if the Participant is a resident of Quebec:

The parties acknowledge that it is their express wish that this Award Agreement, as well as all documents, notices and legal proceedings entered into, given or instituted pursuant hereto or relating directly or indirectly hereto, be drawn up in English.

Les parties reconnaissent avoir expressément souhaité que la convention "Award Agreement," ainsi que tous les documents, avis et procédures judiciaires, exécutés, donnés ou intentés en vertu de, ou lié, directement ou indirectement à la présente convention, soient rédigés en langue anglaise.

Finland

Section 6(b)(i) of this Award Agreement will not apply to a Participant during the time period a Participant works in Finland. Further, notwithstanding any provision in Section 6 to the contrary, during the time period a Participant works in Finland, the Company and its Subsidiaries will not pursue, and a Participant who works in Finland will not consent to, the issuance of an injunction or a temporary restraining order under Section 6(e) in respect of the covenant in Section 6(b)(i). Notwithstanding the foregoing, during the time period a Participant works outside of Finland, Sections 6(b) and Section 6(e) of this Award Agreement will apply without restriction to the fullest extent permitted by law.

"Cause" with respect to a Participant in Finland means that the Company or any of its Subsidiary has the grounds to terminate or cancel the Participant's Service in accordance with the Finnish Employment Contracts Act (55/2001, as amended), which may, for example, include the enumerated actions and inactions set forth in Section 12(a) of this Award Agreement.

France

French Language Provision. By accepting the Award Agreement providing for the terms and conditions of the Participant's grant, the Participant confirms having read and understood the documents relating to this grant (the Plan and the Award Agreement) which were provided in the English language. The Participant accepts the terms of those documents accordingly.

En acceptant le Contrat d'Attribution décrivant les termes et conditions de l'attribution, le participant confirme ainsi avoir lu et compris les documents relatifs à cette attribution (le Plan U.S. et le Contrat d'Attribution) qui ont été communiqués en langue anglaise. Le participant accepte les termes en connaissance de cause.

Foreign Asset/Account Reporting Information. If the Participant retains Shares acquired under the Plan outside of France or maintains a foreign bank account, the Participant acknowledges that the Participant is required to report such to the French tax authorities when filing the Participant's annual tax return. Additional monthly reporting obligations may apply if the Participant's foreign account balances exceed €1,000,000.

Securities Laws. The Shares may be resold directly or indirectly only in compliance with Articles L. 411-1, L.411-2, L. 412-1 and L.621-8 to L. 621-8-3 of the French Code monétaire et financier.

Germany

Exchange Control Information. Cross-border payments in excess of €12,500 must be reported electronically to the German Federal Bank (Bundesbank). In the case of payments made or received in connection with securities (including proceeds realized upon the sale of Shares), the report must be made by the 5th day of the month following the month in which the payment was made or received. The form of the report (“Allgemeine Meldeportal Statistik”) can be accessed via the Bundesbank’s website (www.bundesbank.de) and is available in both German and English. The Participant understands that if the Participant makes or receives a payment in excess of this amount, the Participant is responsible for complying with applicable reporting requirements.

India

Data Privacy. Participant hereby authorizes the Company, its Subsidiaries and their respective representatives to the collection, use, and transfer of data pertaining to you collected during the course of your employment, and in connection thereto. The applicable policy for handling of or dealing in the Data is the DV Employee Privacy Notice, a copy of which is available within the Company’s internal systems. The Participant may address any discrepancies and grievances in the processing and collection of Data to the appointed grievance officer, the contact details of whom are accessible at: doubleverify.com/privacy-notice/.

Taxes. At the time of allotment of shares, the difference between the fair market value of the Performance-Based Restricted Stock Unit (computed in accordance with the (Indian) Income Tax Act, 1961 (“**IT Act**”)), and the price paid by the Participant, in connection thereto, if any, will be taxable in the hands of the Participant. This tax is subject to withholding in the hands of DV India through its payroll. On subsequent transfer of the Performance-Based Restricted Stock Unit by the Participant, the difference between: (a) the sale consideration or the fair market value of such Performance-Based Restricted Stock Unit (computed in accordance the IT Act), whichever is higher; and (b) the fair market value of the Performance-Based Restricted Stock Unit as on the date of allotment (determined in accordance with the IT Act), will be subject to capital gains tax in the hands of the Participant. It is recommended that the Participant consult with an independent tax advisor regularly to determine the applicability of taxation and other laws in India to their specific situation.

Indian Exchange Control Laws. Under Indian exchange control laws, an individual is permitted to acquire shares or interest under Employee Stock Ownership Plan or Employee Benefits Scheme or sweat equity shares under the aegis of the Foreign Exchange Management (Overseas Investment) Rules, 2022, which permits such acquisition without limit. It is recommended that the Participant consult with an independent legal advisor regularly to determine the applicability of exchange control laws and other laws in India to their specific situation.

Israel

Capitalized terms use but not defined in the Award Agreement or the Plan shall have the meanings so indicated in the 2021 DoubleVerify Holdings, Inc. Omnibus Equity Incentive Plan - Israeli Sub-Plan (the "**Sub-Plan**"). In any case of contradiction, whether explicit or implied, between the capitalized terms used herein and as indicated in the Sub-Plan, the provisions set out in the Sub-Plan shall prevail.

To the extent this Award is granted under the Sub-Plan and is designated as a 102 Award, the 102 Award would be under the regime of the 102 Capital Gains Award. The Performance-Based Restricted Stock Units and any Shares issued in respect thereof shall be held or controlled by the Trustee, as required under Section 102, the Sub-Plan and the Award Agreement. The trust arrangement is further detailed in the Sub-Plan. Without derogating from the foregoing, if the Shares are sold or released from the holding or control of the Trustee before the lapse of the period of time required under Section 102 or any other period of time determined by the ITA (the "**Lockup Period**"), the sanctions under Section 102 shall apply to and be borne by the Participant. The Shares shall not be sold or released from the holding or control of the Trustee unless the Company, the employer and the Trustee are satisfied that the full amount of income tax, social insurance, health tax or other tax-related withholding due have been paid or will be paid in relation thereto. In the event that stock dividends or rights to purchase additional shares (collectively, the "**Additional Shares**") are issued in respect of this Performance-Based Restricted Stock Unit or underlying Shares, or as a result of an adjustment made pursuant the Plan, such Additional Shares shall be held or controlled by the Trustee for the benefit of the Participant and shall be governed by the same tax terms that apply to the respective Shares. A Performance-Based Restricted Stock Unit that does not comply in full with the requirements of the 102 Capital Gains Award route, may not be subject to the reduced tax rate applicable under the 102 Capital Gains Award route and the Performance-Based Restricted Stock Unit alternatively shall be subject to tax either under Section 102(c) or Section 3(i) of the Ordinance and the Company or the employer shall not bear the implication of such re-classification.

Upon settlement of an Award, the Company shall deliver to the Participant or the Trustee, as applicable a number of Shares equal to the aggregate number of Performance-Based Restricted Stock Units that have previously vested and are not yet settled. With respect to 102 Awards, the Company will notify the Trustee of any settlement of the Performance-Based Restricted Stock Units into Shares. If the settlement occurs, and such notification are delivered, during the Lockup Period, the Shares issued upon the settlement of the Performance-Based Restricted Stock Units shall be issued directly to the Trustee, and shall be held by the Trustee in trust on the Participant's behalf. In the event that such settlement occurs, and notification is delivered, after the Lockup Period, the Shares issued upon the settlement of the Performance-Based Restricted Stock Units shall be transferred either to the Trustee or to the Participant directly, at Participant's election, provided however that in the event the Participant elect to receive the Shares directly to the Participant's possession, the transfer thereof shall be subject to the payment by the Participant of the applicable taxes the Participant may be liable to pay according to applicable law.

The 102 Award is granted to the Participant on the condition that the Participant sign the Approval of the Participant set forth and detailed at the end of this Appendix.

Japan

Foreign Asset/Account Reporting Information

If the value of Shares that would be acquired in any one transaction exceeds JPY 100 million, the Participant acknowledges that the Participant must notify the Ministry of Finance within 20 days of the acquisition. In addition, if the amount of the wire transfer from Japan to a foreign country in any one transaction exceeds JPY 30 million, the Participant must notify the Ministry of Finance within 10 days.

The Participant further acknowledges that the Participant will be required to report details of any assets (including any Shares acquired under the Plan) held outside of Japan as of December 31st of each year, to the extent such assets have a total net fair market value exceeding JPY 50 million. Such report will be due by March 15th of the following year. The Participant should consult with the Participant's personal tax advisor as to whether the reporting obligation applies and whether the Participant will be required to report details of any outstanding shares held by the Participant in the report.

Mexico

Modification. By accepting the Performance-Based Restricted Stock Units, the Participant understands and agrees that any modification of the Plan or the Award Agreement or its termination shall not constitute a change or impairment of the terms and conditions of the Participant's employment.

Acknowledgement of the Award Agreement. In accepting the Performance-Based Restricted Stock Units, the Participant acknowledges that he or she has received a copy of the Plan, has reviewed the Plan and the Award Agreement in their entirety and fully understands and accepts all provisions of the Plan and the Award Agreement. The Participant further acknowledges that he or she has read and specifically and expressly approves the terms and conditions of the Award Agreement, in which the following is clearly described and established: (i) the Participant's participation in the Plan does not constitute an acquired right; (ii) the Plan and the Participant's participation in the Plan are offered by the Company on a wholly discretionary basis; (iii) the Participant's participation in the Plan is voluntary; and; (iv) the Company and its Subsidiaries and affiliates (including the Participant's employer) are not responsible for any decrease in the value of the underlying Shares.

Singapore

Restriction on Sale and Transferability. The Participant hereby agrees that any Shares acquired pursuant to the Plan will not be offered for sale in Singapore prior to the six (6)-month anniversary of the Grant Date, unless such sale or offer is made pursuant to one or more exemptions under Part XIII Division 1 Subdivision (4) (other than section 280) of the Securities and Futures Act (Chap. 289, 2006 Ed.) ("**SFA**"), or pursuant to, and in accordance with the conditions of, any other applicable provisions of the SFA.

Securities Law Information. The grant of the Performance-Based Restricted Stock Units is being made pursuant to the “Qualifying Person” exemption under the SFA, on which basis it is exempt from the prospectus and registration requirements under the SFA, and is not made with a view to the Shares being subsequently offered for sale to any other party. The Plan has not been, and will not be, lodged or registered as a prospectus with the Monetary Authority of Singapore.

Spain

Exchange Control Information. The Participant acknowledges that the acquisition, ownership and sale of Shares under the Plan must be declared to the Spanish Direccion General de Comercio e Inversiones (the “**DGCI**”) which is a department of the Ministry of Economy and Competitiveness. Generally, the declaration must be made by filing the appropriate form with the DGCI. The ownership of any Shares must also be declared with the DGCI each January (with respect to shares owned as of December 31 of the prior year) while the Shares are owned. However, if the value of the Shares acquired or sold during the year exceeds a specified threshold (which are subject to revision each year), the declaration must be filed within one month of the acquisition or sale, as applicable.

Securities Disclaimer. The Participant acknowledges that the grant of the Performance-Based Restricted Stock Units under the Plan (i) does not constitute a public offer of securities in accordance with the provisions of Article 35 of the Spanish Securities Market Act, enacted by Royal Legislative Decree 4/2015, of 23 October, (ii) is not subject to the Regulation (EU) 2017/1129 of the European Parliament and of the Council of 14 June 2017 on the prospectus to be published when securities are offered to the public or admitted to trading on a regulated market, and therefore there is no obligation to approve, register and publish a prospectus with Spanish competent authorities (Comisión Nacional del Mercado de Valores).

United Kingdom

Employee Status of the Participant. The following Recital shall be added to the Award Agreement:

WHEREAS the Committee has determined that (i) Awards to the Participants resident in the United Kingdom shall be made only to Employees, and not to other Eligible Persons who are not Employees, and (ii) the Participant is an Employee.

Restrictive Covenants. The following words shall be added at the end of the definition of “Non-Compete Period”:

“, reduced by any period of garden leave served by the Participant immediately prior to the effective date of termination of Participant’s Service with the Company or its Subsidiaries.”

The following words shall be added at the end of the definition of “Client”:

“and with whom the Participant had dealings, or about whom the Participant had access to confidential information, in the twelve (12)-month period immediately preceding the earlier of (i) the effective date of

termination of Participant's Service with the Company or its Affiliates or Subsidiaries and (ii) the date on which the Participant commenced any period of garden leave served immediately prior to the effective date of termination of Participant's Service with the Company or its Affiliates or Subsidiaries."

Relationship with Employment Contract. The value of any benefit the Participant realizes through this Award shall not be taken into account in determining any pension or similar entitlements. The Participant shall have no right to compensation or damages on account of any loss in respect of the Award where this loss arises (or is claimed to arise), in whole or in part, from: (i) termination of Service with; or (ii) notice to terminate Service given by or to, the Company or any of its Affiliates and Subsidiaries. The exclusion of liability set out in this paragraph shall apply however termination of Service, or the giving of notice, is caused, and however compensation or damages are claimed. The Participant shall have no right to compensation or damages from the Company or any of its Affiliates or Subsidiaries on account of any loss in respect of the Award where this loss arises (or is claimed to arise), in whole or in part, from: (x) any company ceasing to be an Affiliate or Subsidiary of the Company; or (y) the transfer of any business from the Company or any of its Affiliates and Subsidiaries to any person that is not an Affiliate or Subsidiary of the Company. The exclusion of liability set out in this paragraph shall apply however compensation or damages are claimed.

FOR PARTICIPANTS IN ISRAEL ONLY:

APPROVAL OF THE PARTICIPANT:

I, the undersigned, hereby agree that the Performance-Based Restricted Stock Units and all of the Shares granted to me (including any Additional Shares), shall be allocated to the Trustee under provisions of the 102 Capital Gains Award track and shall be held by the Trustee for the period stated in Section 102 and in accordance with the provisions of a trust agreement signed by the Trustee and the Company or any of its Subsidiaries (the "**Trust Agreement**") and the Sub-Plan, or for a shorter period if an approval therefor is received from the Israeli tax authorities.

I am aware of the fact that upon termination of my employment with the Company or its Subsidiaries, I shall not have a right to the Performance-Based Restricted Stock Units, except as specified in the Plan.

I hereby confirm that:

1. I have read the Plan and the Sub-Plan and I understand and accept its terms and conditions. I am aware of the fact that the Company agrees to grant me the Performance-Based Restricted Stock Units based on my confirmations contained herein; I further represent that I understand and undertake to comply with all of the provisions of the Plan and the Sub-Plan.
 2. I understand the provisions of Section 102 and the applicable tax track of this Performance-Based Restricted Stock Unit grant. I further understand that neither the Company, nor the Trustee, can guarantee that the Performance-Based Restricted Stock Units, or the Shares to be issued upon its exercise, shall be granted beneficial tax treatment pursuant to Section 102. Accordingly, I shall have no claims against the Company, the Subsidiary or the Trustee, if the Performance-Based Restricted Stock Units, or the Shares to be issued upon their exercise, are not granted the beneficial tax treatment of Section 102.
 3. I agree to the terms and conditions of the Trust Agreement.
 4. Subject to the provisions of Section 102, I confirm that I shall not sell nor transfer the Performance-Based Restricted Stock Units and/or Shares from the Trustee until the end of the Lockup Period; as such term is defined in the Sub-Plan.
 5. If I shall sell or withdraw the Shares from the Trustee and the trust thereunder before the end of the Lockup Period (a "**Violation**"), either (A) I shall fully reimburse the Company, within 30 days of its demand, for the employer portion of the payment by the Company to the National Insurance Institute plus linkage and interest in accordance with applicable law, as well as any other expense that the Company shall have to bear as a result of the said Violation, or (B) I agree that the Company may, in its sole discretion, deduct the foregoing amounts directly from any monies to be paid to me as a result of my Violation by disposing the Shares.
 6. I understand that this Performance-Based Restricted Stock Unit grant is conditioned upon the receipt of all required approvals from the Israeli tax authorities.
 7. I hereby confirm that I read this letter thoroughly, received all the clarifications and explanations I requested, I understand the contents of this letter and the obligations I undertake in signing it.
-

I, THE UNDERSIGNED, ACKNOWLEDGE THAT I AM FAMILIAR WITH THE ENGLISH LANGUAGE AND DO NOT REQUIRE TRANSLATION OF THIS APPROVAL AND ANY ANNEXED DOCUMENTS TO ANY OTHER LANGUAGE. I FURTHER ACKNOWLEDGE THAT I HAVE BEEN ADVISED BY THE COMPANY THAT I MAY CONSULT AN ATTORNEY BEFORE EXECUTING THIS GRANT LETTER APPROVAL AND THAT I HAVE BEEN AFFORDED AN OPPORTUNITY TO DO SO.

אני, הח"מ, מצהיר/ה בזאת כי השפה האנגלית מוכרת לי וכי איני זקוק/ה לתרגום של אישור זה והמסמכים המצ"ב לשפה אחרת. אני גם מצהיר/ה ומודיע/ה כי הומליץ בפניי על ידי החברה לקבל ייעוץ משפטי בקשר למכתב העגקה ואישור זה בטרם החתימה עליו וכי ניתנה לי הזדמנות נאותה לעשות כן.

Printed Name of Participant

Signature

Date

**DOUBLEVERIFY HOLDINGS, INC.
SUBSIDIARIES OF THE REGISTRANT**

Legal Name	State or Jurisdiction of Incorporation or Organization
DoubleVerify Inc.	Delaware
DoubleVerify MidCo, Inc.	Delaware
DoubleVerify, Ltd.	Israel
DoubleVerify, Ltd.	UK
DoubleVerify, GMBH	Germany
DoubleVerify Pty Ltd.	Australia
DoubleVerify Pte. Ltd.	Singapore
DoubleVerify Solutions Canada Inc.	Canada
DoubleVerify France SARL	France
DoubleVerify Spain, S.L.	Spain
DoubleVerify Japan K.K.	Japan
Leiki Oy	Finland
Zentrick NV	Belgium
Zentrick Inc.	Delaware
DoubleVerify Servicos de Verificacao Publicitaria Ltda.	Brazil
DoubleVerify de Mexico S. de R.L. de C.V.	Mexico
DoubleVerify International, Ltd.	UK
Meetrics GmbH	Germany
DoubleVerify FZ-LLC	United Arab Emirates
DoubleVerify Solutions India Private Limited	India
Rockerbox, Inc.	Delaware
Scibids Technology SAS	France
Scibids Technology UK Ltd	UK
Scibids Technology Italy S.R.L.	Italy

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the incorporation by reference in Registration Statement No. 333-267676 on Form S-3 and Registration Statement No. 333-255374 on Form S-8 of our reports dated February 26, 2026, relating to the consolidated financial statements of DoubleVerify Holdings, Inc. and the effectiveness of DoubleVerify Holdings, Inc.'s internal control over financial reporting appearing in this Annual Report on Form 10-K for the year ended December 31, 2025.

/s/ Deloitte & Touche LLP

New York, New York

February 26, 2026

**Certification of Principal Executive Officer
pursuant to
Exchange Act Rules 13a-14(a) and 15d-14(a),
as adopted pursuant to
Section 302 of the Sarbanes-Oxley Act of 2002**

I, Mark Zagorski, certify that:

1. I have reviewed this annual report on Form 10-K of DoubleVerify Holdings, 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 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 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: February 26, 2026

/s/ Mark Zagorski

Mark Zagorski
Chief Executive Officer
(Principal Executive Officer)

**Certification of Principal Financial Officer
pursuant to
Exchange Act Rules 13a-14(a) and 15d-14(a),
as adopted pursuant to
Section 302 of the Sarbanes-Oxley Act of 2002**

I, Nicola Allais, certify that:

1. I have reviewed this annual report on Form 10-K of DoubleVerify Holdings, 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 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 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: February 26, 2026

/s/ Nicola Allais

Nicola Allais
Chief Financial Officer
(Principal Financial Officer)

**Certifications of Principal Executive Officer
pursuant to
18 U.S.C. Section 1350,
as adopted pursuant to
Section 906 of the Sarbanes-Oxley Act of 2002**

Pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, I, Mark Zagorski, Chief Executive Officer (Principal Executive Officer) of DoubleVerify Holdings, Inc. (the “Company”), hereby certify that, to the best of my knowledge:

- 1) The Company’s Annual Report on Form 10-K for the year ended December 31, 2025 (the “Report”), to which this certification is attached as Exhibit 32.1, fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- 2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: February 26, 2026

/s/ Mark Zagorski

Mark Zagorski
Chief Executive Officer
(Principal Executive Officer)

**Certifications of Principal Financial Officer
pursuant to
18 U.S.C. Section 1350,
as adopted pursuant to
Section 906 of the Sarbanes-Oxley Act of 2002**

Pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, I, Nicola Allais, Chief Financial Officer (Principal Financial Officer) of DoubleVerify Holdings, Inc. (the “Company”), hereby certify that, to the best of my knowledge:

- 1) The Company’s Annual Report on Form 10-K for the year ended December 31, 2025 (the “Report”), to which this certification is attached as Exhibit 32.2, fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- 2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: February 26, 2026

/s/ Nicola Allais

Nicola Allais
Chief Financial Officer
(Principal Financial Officer)
